



# TOWN OF MEDFIELD MEETING NOTICE

Posted:

Town Clerk

Posted in accordance with the provisions of MGL Chapter 39 Section 23A, as amended

Due to the COVID-19 emergency, this meeting will take place remotely. Members of the public who wish to view or listen to the meeting may do so by joining via the web, or a conference call.

1. To join online, use this link:  
<https://zoom.us/j/91464936778?pwd=c2JXVEZHcHVEUWdlSDN2L2hQR1pWUT09>
  - a. Enter Password: 3VmmqK
2. To join through a conference call, dial 929-436-2866 or 312-626-6799 or 253-215-8782 or 301-715-8592 or 346-248-7799 or 669-900-6833
  - a. Enter the Webinar ID: 914 6493 6778
  - b. Enter the password: 052527

## Board of Selectmen Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Remote Meeting held on Zoom	Tuesday, May 26, 2020 at 7:00 pm

### Agenda (Subject to Change)

#### **7:00 PM Call to Order**

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving around the globe in defense of our country

#### **Appointments**

Sarah Raposa to discuss CDBG Application

Maurice Goulet requests Board of Selectmen to sign contract with VHB for paving inspection

Kristine Trierweiler requests Board of Selectmen to authorize the Town Administrator to sign annual insurance renewal for the Medfield State Hospital

Kristine Trierweiler requests Board of Selectmen to sign contract with McKechnie Associates Inc. for landscaping services at the Medfield State Hospital

Kristine Trierweiler requests Board of Selectmen to sign MOA for health insurance

Kristine Trierweiler requests Board of Selectmen to authorize the Town Administrator to sign new health insurance rate proposal

**7:30 PM – Board of Selectmen to attend Annual Warrant Hearing**

**Discussion (potential votes)**

COVID-19 Operations/Action

**Action Items**

**FY2021 Budget**

Annual/Capital Budget

Annual Town Meeting Warrant Articles

**Town Administrator Update**

**Next Meeting Dates**

**Selectmen Reports**

# THE CDBG-CV SUBSTANTIAL AMENDMENT

<p><b>Jurisdiction:</b> Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) <b>Jurisdiction Web Address:</b> www.mass.gov/dhcd</p> <ul style="list-style-type: none"><li>• <a href="https://www.mass.gov/service-details/community-development-block-grant-cdbg">https://www.mass.gov/service- details/community-development- block-grant-cdbg</a></li></ul>	<p><b>CDBG-CV Contact Person:</b> Mark Southard Community Development Manager <b>Address:</b> 100 Cambridge Street, Suite 300 Boston, MA 02114 <b>Telephone:</b> (617) 573-1436 <b>Email:</b> mark.southard@mass.gov</p>
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## INTRODUCTION

The Commonwealth of Massachusetts proposes to amend its FY2019 CDBG One Year Action Plan to make use of its allocation of CDBG funds pursuant to the Coronavirus Aid, Relief and Economic Security Act (CARES Act). Consistent with the U.S. Department of Housing and Urban Development (HUD) Memorandum (Memo) dated April 9, 2020, the MA CDBG Program (the Program) will make CDBG-CV funds available to non-entitlement communities throughout the Commonwealth in order to prevent, prepare for and respond to coronavirus. The Program will establish the CDBG-CV Fund to facilitate the use of these funds.

CDBG-CV funds will be able to support a variety of activities including but not limited to:

- Rental and mortgage assistance for eligible households
- Small business assistance
- Micro Enterprise assistance
- Public Social Services – particularly those directed to, but not limited to, senior services, homelessness prevention, food provision, emergency assistance and domestic violence services
- Infrastructure/Construction projects that directly contribute to addressing COVID-19 related issues
- Other eligible activities that directly prevent, prepare for and respond to coronavirus

Municipalities should contact DHCD if there are questions as to whether a project is eligible for CDBG-CV and will meet all program requirements. All CDBG-CV funds must meet one of the three CDBG National Objectives as defined in the 2019 One Year Plan and in federal regulations at 24 CFR 570.483.

Consistent with the CARES Act, this amendment waives any limit established on the issuance of funds to support public social services for any funds made available under this amendment and the FY 2019 One Year Plan.

Additionally, the amendment adopts modified citizen participation procedures established by the CARES Act and described in the Memo. In particular, the Commonwealth will adopt a minimum 5 day comment period and the use of virtual public hearings for FFY 2019 and 2020 CDBG Grants as well as for CDBG-CV funds.

This amendment further waives 2019 One Year Plan Applicant/Project thresholds for applicants to the CDBG-CV fund except as established above or described in further guidance.

Allocation of funds:

CDBG-CV Fund	\$ 19,651,876
Administration and Technical Assistance	\$ 710,883
Total Funding	\$ 20,362,759

Availability of CDBG-CV funds:

Pursuant to this amendment, DHCD will issue guidance detailing the method for applying, requirements for applying and the date on which applications will be accepted for CDBG-CV funds. DHCD reserves the right to distribute CDBG-CV funds in any eligible manner that it deems suitable to be the most expeditious and effective to prevent, prepare for and respond to coronavirus. Further DHCD reserves the right to adopt any additional methods of distribution pursuant to additional HUD guidance.

Awarding of Grants:

Details for the awarding of CDBG-CARES funds will be described in the application guidance. DHCD reserves the right to award CDBG-CARES funds as it determines is the best manner to accomplish the goals of the CARES Act in whole or in part, or to reject any and all proposals received.

## Opportunity for Public Comment

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)  
Community Development Block Grant Program (CDBG-CV)

Substantial Amendment to the Fiscal Year 2019  
CDBG One-Year Action Plan

The Commonwealth of Massachusetts through the Department of Housing and Community Development (DHCD) is proposing a Substantial Amendment to its FY2019 CDBG One-Year Action Plan identifying the addition of CARES Act funding. The Plan is available on the Department's website – [www.mass.gov/dhcd/cdbg](http://www.mass.gov/dhcd/cdbg). DHCD seeks comments regarding the amendment from all interested parties.

The public comment period will run from April 30, 2020 through close of business on May 7, 2020. Interested parties may submit comments, via email, directly to DHCD at any time during the comment period. Comments may be directed to: Mark Southard, Community Development Manager, DHCD, [Mark.Southard@mass.gov](mailto:Mark.Southard@mass.gov).



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

CONTRACT # DPW 2020-01

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

This Contract is made this 26th day of May 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Vanasse, Hangen, Brustlin (VHB) having a usual place of business at 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109-2377 hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to perform on-call pavement inspection services and the Town has decided to award the contract therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Contract Term: The Contract Term is as follows: May 26, 2020 through December 31, 2020 subject to annual appropriation and pricing from the Contractor.
5. Payment for Work: The Town shall pay, not to exceed \$25,000 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered.

a. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the Contractor's professional services, Contractor shall indemnify and save harmless the Town and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by negligent acts, errors or omissions of the Contractor, its employees or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section an indemnity obligation.

b. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the Contractor's services, i.e., automobile and general liability claims, Contractor shall defend, indemnify and save harmless the Town and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, its employees or subcontractors in connection with the Project, and/or under this Agreement.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting engineering firms. Contractor warrants and represents that it is familiar with the supply and services of specified products.
8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
13. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution

or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
15. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

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

\_\_\_\_\_

Title: MANAGING DIRECTOR

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

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

\_\_\_\_\_  
Kristine Trierweiler, Town Administrator

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

ROBERT M. DUBINSKY  
Print Name

CLERK  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

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

ROBERT M. DUBINSKY, authorized signatory for  
name of signatory

VANASSE HANGEN BOSTON, INC, whose  
name of contractor

principal place of business is at 101 WALNUT ST WATERLOO MA.

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
VANASSE HANGEN BOSTON, INC has paid all  
name of contractor

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

[Signature] 5/6/2020  
Signature Date

**VANASSE HANGEN BRUSTLIN, INC.**

***Certificate of Vote***

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of a Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 29, 2020, at which a quorum of the Board was present and voting.

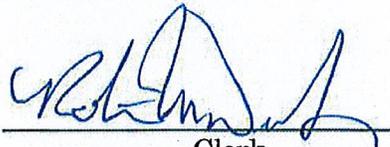
***VOTED:***

*That Gordon Daring is Managing Director for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute contractual service contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.*

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Gordon Daring is Managing Director for this Corporation.

ATTEST:

Date: February 3, 2020

  
Clerk



# ATTACHMENT

A



Phone 860.807.4300  
 Fax 860.372.4570  
 www.vhb.com

Engineers | Scientists | Planners | Designers

100 Great Meadow Road  
 Suite 200  
 Wethersfield, CT 06109-2377

## Client Authorization

**New Contract** Date April 24, 2020

**Amendment No.** Project No. TBD

**Project Name** Town of Medfield / On-Call Pavement QA - 2020

		Cost Estimate	
		Amendment	Contract Total
<b>To:</b>	Maurice G. Goulet Director of Public Works 55 North Meadows Road Medfield, MA 02052		
	Labor		\$25,000.00
	<b>TOTAL</b>		<b>\$25,000.00</b>
<b>E-mail:</b>	mgoulet@medfield.net	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
<b>Phone No:</b>	508-359-8597	<b>Estimated Date of Completion:</b>	<b>1 year from effective date</b>

### Scope of Services:

Vanasse Hangen Brustlin, Inc. (VHB) will provide on-call professional services per the attached description of scope (Attachment A) and VHB's 2020 Test Schedule up to a fee limit of \$25000.00.

All on-site work may include up to 2 hours (round trip) of travel per day, overtime will be billed at (1.5x) rate for assignments over 8 hours/day, night work, and weekend work. Billable hours may also occur due to late cancellations and /or construction delays.

Prepared By: **J. Otero**

Department Approval: 

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization (Please sign original and return)**

By \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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## **ATTACHMENT A**

### **GENERAL DESCRIPTION OF SERVICES**

The Consultant will provide professional engineering and material testing services to the Client for a one (1) year period from the effective date of this Contract on an as-needed basis. The Scope of Services will be defined on an on-call basis and may include pavement engineering, material testing, and/or construction administration.

The following pavement engineering services will be provided in response to your request for the quality assurance of the hot mix asphalt material proposed to be used this year in the Town of Medfield.

#### **VHB Base/Subbase/Subgrade Quality Assurance Program**

VHB will provide, as necessary, a certified technician at the project location for quality assurance sampling and testing of the granular material(s). VHB will provide laboratory testing services to determine the optimum density and gradation of the granular subgrade, subbase, and/or base materials in accordance with ASTM D1557 or ASTM D698. At the project site, a certified technician will be provided to monitor the placement operations and check compaction for rolling operations and specification compliance. The quality assurance will be independent from the daily contractor quality control testing in the field. The VHB quality assurance test reports will be sent to the Town of Milton, and if requested test results will be made available to the contractor.

#### **VHB Hot Mix Asphalt Quality Assurance Program**

VHB will provide a hot mix asphalt (HMA) plant technician at the project plant for quality assurance sampling and testing of the project hot mix asphalt. The plant inspection will consist of selecting a random subplot sample from each 300 tons of material produced. From each subplot sample obtained at the plant, and provided the production facility has the necessary equipment, the temperature of the mixture shall be checked, an extraction/gradation test shall be performed, Marshall or Superpave mold specimens will be prepared in accordance with AASHTO T245 or AASHTO T312 and a sample for theoretical maximum specific gravity will be obtained in accordance with AASHTO T209. For each of the subplot samples, structural properties in accordance with AASHTO T166 will be determined at the production facility. The corresponding theoretical gravity will be tested in accordance with AASHTO T209 at the production facility. The resulting air voids will be calculated at the production facility in accordance with AASHTO T269. At the VHB AASHTO accredited laboratory the Marshall samples will be evaluated for flow and stability in accordance with AASHTO T245. VHB will also provide recommendations for corrective action to both the contractor as well as to the Town of Medfield. A report indicating the plant information, mix information and test results will be provided to the Town of Medfield; plant test results will be made available to the producer if requested.

At the paving site, a certified technician will be provided to monitor the placement operations and check compaction for rolling operations and specification compliance. The daily field inspection will consist of VHB providing a certified NETTCP paving technician, on site, to monitor the placement of the hot mix asphalt materials and to check compaction of the mat and joint with a density gauge. The temperatures of the materials, as placed, will be



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documented along with the nominal compacted thickness. The base temperature will be monitored, condition, use of tack coat, etc., will be reported. Additional services will be provided at the direction of the town and might include monitoring of the milling and patching operations, meeting with the contractors, police and DPW personnel for scheduling and construction activities. The VHB quality assurance test reports will be sent to the Town of Medfield; if requested, field test results will be made available to the contractor.

The quality assurance will be independent from the daily contractor quality control testing at the plant and field.

### **In-place Hot Mix Asphalt Compaction Analysis**

VHB may provide laboratory testing and field sampling services for the hot mix asphalt (HMA) courses placed in Medfield, MA. VHB will provide all tools, labor, and materials for sampling operations and filling the cored pavement. The location of the core samples will be determined at random by VHB in accordance with ASTM D3665. Five (5) randomly located mat areas will be sampled by coring from each street. VHB will obtain one (1) 6" minimum diameter core from each location. Three (3) randomly located 6" diameter joint core samples may be obtained from each street. VHB will patch the core holes with industry standard cold patch. The core from each location will be tested to determine the thickness of each layer in accordance with ASTM D3549. At our AASHTO accredited laboratory, VHB will determine the bulk specific gravity (in accordance with AASHTO T166 or T331). The theoretical maximum specific gravity results obtained from the quality assurance testing will be used to evaluate the HMA course for compliance with compaction specification requirements. The theoretical specific gravity shall be the average value for the lot, representing the street or facility. If VHB has not completed quality assurance plant testing for the street or facility, the last theoretical specific gravity value obtained, for the specified mix, shall be utilized, unless directed otherwise by the town. If desired, the theoretical specific gravity can be determined from the pavement core samples in accordance with VHB's laboratory rate schedule (attached). VHB will analyze the results and compare the results to the specification requirements. One (1) copy of the final test results will be provided to the client. This estimate does not include any permits or police detail needed for sampling. This estimate does not include any additional testing, permits, engineering analysis, or recommendations. If necessary, the Client will provide VHB with any plans or specifications.

### **VHB Pavement Engineering and Construction Administration**

VHB will provide engineering and technical support for the paving program as needed. If requested, VHB shall request and obtain job mix formula (JMF) information from the contractor. VHB may provide a review of the JMF(s) submitted by the paving contractor, verify certified test reports for performance graded asphalt binders (PGAB) including the temperature/viscosity chart, verify the minimum tensile strength ratio (TSR) value is obtained, and review the associated volumetric information based on submitted gradation and asphalt content. VHB may conduct any necessary testing to ensure that the asphaltic concrete mix is in accordance with the specification requirements based on VHB's laboratory rate schedule. A summary of the JMF review and related recommendations will be provided to the town.

VHB will provide one (1) engineer/technologist to attend a prebid meeting, preconstruction meeting, and/or construction schedule meeting as requested by the town. The town shall provide any related plans, specifications, special provisions, schedules, submittals, or construction documents as needed to VHB.



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### **COMPENSATION**

The Consultant will perform the Scope of Services on an "on call" basis.

VHB will invoice the town in accordance with the attached standard VHB 2020 Laboratory Testing and Services Schedule. VHB reserves the right to annually update the unit pricing for services and labor rates indicated on the schedule.

VHB for satisfactory completion of the requirements of the Agreement, shall be paid up to TWENTY-FIVE THOUSAND (\$25,000.00). This amount shall be payable in partial payments based on the labor and expenses incurred on a monthly basis. The compensation paid to VHB under this Agreement shall not exceed TWENTY-FIVE THOUSAND (\$25,000.00), without the prior written approval of Town of Medfield.

### **SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Roadway or Structural designs and plans
- Underdrain System Design and Analysis
- Construction Contract and/or Bill Document Development
- Drainage studies and design of storm drains
- Right-of-Way services
- Investigation, identification testing, or analysis of hazardous waste issue.
- State and Federal Environmental permits

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or AGREEMENT that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

### **CLIENT FURNISHED INFORMATION**

It is understood that Vanasse Hangen Brustlin, Inc. will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required. The Client shall make available to VHB all project-related technical data in its possession regarding the particular services rendered including, but not limited to:

- Project Specifications
- Project Schedule
- Job Mix Formulas
- Other Project Relevant Data

The Client shall be responsible for all necessary approvals from governmental agencies required at no cost to VHB, as well as for any traffic control, if required. The Client expressly does not guarantee or warrant the accuracy or completeness of any materials or information provided. VHB shall not be required to independently confirm the accuracy or completeness of such materials or information; however, VHB shall inform the Client of any inaccuracy or incompleteness it discovers in Client provided information or material.



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The Scope of Service tasks will be dependent upon the tasks selected and will be dependent on the schedule or schedules of third parties.

**SCHEDULE**

The time schedule associated with the Scope of Service tasks will be dependent upon the tasks selected and will be dependent on the schedule or schedules of third parties.

Vanasse Hangen Brustlin, Inc. shall begin work for services under this Agreement on that date indicated upon execution of this Agreement by the Client. The schedule is subject to timely delivery of information promised by the Client and is exclusive of Client review of interim products. If the Client requests that work under this Agreement be stopped, and if work is stopped through no fault of VHB for more than fourteen (14) consecutive days, the schedule is subject to renegotiation when written authorization to proceed is received.

Should circumstances beyond the control of VHB, such as changes or an increase in the Scope of Services, or a change in the condition under which the services are to be provided require an extension of time, VHB shall notify the Client in writing as to why the specified period of time is inadequate and submit a revised project schedule. If the Client determines that an extension is warranted, both parties shall agree to an acceptable completion date. Said extension of time shall be VHB's only remedy for delays or hindrance except when such delay or hindrance lasts for more than one year, after which the Town of Medfield and VHB agree to renegotiate the compensation for services remaining to be performed.

# VHB 2020 Testing and Services Schedule

## Laboratory Testing

### A. Hot Mix Asphalt (HMA)

1. Aggregates
  - Sieve Analysis (AASHTO T27) \$110.00 Sample (note 5)
  - Washed Sieve Analysis (AASHTO T27 & T11) \$160.00 Sample (note 5)
  - Mechanical Analysis of Extracted Aggregates (T30) \$160.00 Sample (note 5)
  - Unit Weight (ASTM C29) \$45.00 Sample (note 5)
  - Specific Gravity (ASTM C127) \$105.00 Sample (note 5)
  - Specific Gravity (ASTM C128) \$200.00 Sample (note 5)
  - L.A. Abrasion (ASTM C131) \$200.00 Sample (note 5)
  - Soundness (ASTM C88) \$300.00 Sample (note 5)
  - Thin and Elongated Pieces (ASTM D4719) \$75.00 Sample (note 5)
  - Sand Equivalent (ASTM D2419) \$95.00 Sample (note 5)
  - Coarse Aggregate Angularity \$95.00 Sample (note 5)
  - Fine Aggregate Angularity \$100.00 Sample (note 5)
2. Complete Marshall Mix Design (Asphalt Institute - 5 point) \$2,950.00 Mix (note 1)
3. Modified Marshall Mix Design (Asphalt Institute - 3 point) \$1,800.00 Mix (note 1)
4. Marshall Mix Design Verification (Submit JMF- 1 point) \$800.00 Mix (note 5)
5. Tensile Strength Ratio (ASTM D4867) (Moisture Susceptibility) \$950.00 Mix (note 7)  
 Tensile Strength Ratio (AASHTO T283) (Moisture Susceptibility) \$950.00 Mix (note 7)
6. Extraction Test No Additives (ASTM D2172, C136) \$135.00 Sample (note 5)
7. Extraction Test with Additives \$145.00 Sample (note 5)
8. Moisture Content of Mixture (ASTM D1461) \$215.00 Sample (note 5)
9. Marshall Specimen Test (Stability & Flow) (ASTM D1559) \$40.00 Sample (note 5)
10. Bulk Specific Gravity - Dense Graded (ASTM D2726) \$40.00 Sample (note 5)
11. Bulk Specific Gravity - Open Graded (ASTM D1188, ASTM D6752, AASHTO T331) \$50.00 Sample (note 5)
12. Bulk Specific Gravity - Open Graded (AASHTO T331M) \$60.00 Sample (note 5)
13. Core Thickness (ASTM D3549) \$40.00 Sample (note 5)
14. Trimming of Bituminous Cores \$20.00 Sample (note 5)
15. Maximum Theoretical Density (ASTM D2041) \$120.00 Sample (note 5)
16. Asphalt Recovery (ABSON Method) (ASTM D1856) \$450.00 Sample (note 5)

17. Superpave Level I Mix Design	\$5700.00 (note 4)
<b>B. <u>Liquid Asphalt Testing</u></b>	
1. <u>Asphalt Cement</u>	
- Penetration	\$100.00 (note 5)
- Ductility	\$210.00 (note 5)
- Viscosity (Absolute, Kinematic or Rotational)	\$155.00 (note 5)
- Softening point	\$75.00 (note 5)
- Specific Gravity	\$90.00 (note 5)
- Flash Point	\$85.00 (note 5)
- Complete PG Binder Analysis	\$1100.00 (note 2)
- Rolling Thin Film Oven Test	\$120.00 (note 5)
- SHRP Dynamic Shear	\$480.00 (note 3)
- SHRP Bending Beam	\$400.00
- SHRP Pressure Aging Vessel	\$300.00
2. <u>Emulsified Asphalt</u>	
- Distillation	\$150.00 (note 5)
- Demulsibility	\$95.00 (note 5)
- Sieve Test (AASHTO T59)	\$85.00 (note 5)
- Sand or Stone Coating	\$95.00 (note 5)
3. <u>Cutback Asphalt</u>	
- AASHTO M82 (Excluding Flash Point)	\$1750.00 (note 5)
<b>C. <u>Soils</u></b>	
1. Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
2. Atterberg Limits (LL/PI) (ASTM D4318)	\$130.00 Sample (note 5)
3. Classifications of Soils (ASTM D2487)	\$45.00 Sample (note 5)
4. Proctor Density (ASTM D1557, D698)	\$335.00 Sample (note 5)
5. Permeability (Falling Head)	\$160.00 Sample (note 5)
<b>D. <u>Portland Cement Concrete</u></b>	
1. <u>Aggregates</u>	
- Sieve Analysis (AASHTO T27)	\$110.00 Sample (note 5)
- Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
- Unit Weight (AASHTO T19)	\$45.00 Sample (note 5)
- Specific Gravity (AASHTO T85)	\$105.00 Sample (note 5)
- Specific Gravity (AASHTO T84)	\$200.00 Sample (note 5)
- L.A. Abrasion (AASHTO T96)	\$200.00 Sample (note 5)
- Soundness (AASHTO T104)	\$250.00 Sample (note 5)
- Organic Impurities (AASHTO T21)	\$80.00 Sample (note 5)
- Clay Lumps and Friable Particles (AASHTO T112)	\$85.00 Sample (note 5)
- Lightweight Pieces (AASHTO T22)	\$105.00 Sample (note 5)

- |   |                         |
|---|-------------------------|
| 2. Concrete Test Cylinders (ASTM C31, C39)    | \$30.00 Cyl.            |
| 6" x 12"                                      |                         |
| 4" x 8"                                       | \$28.00 Cyl.            |
| 3. Complete Concrete Mix Design<br>(3 points) | \$1200.00 Mix           |
| 4. Concrete Mix Design Verification           | \$300.00 Sample         |
| 5. Concrete Core Testing (ASTM C42)           |                         |
| - Preparation and Testing,                    | \$75.00 Core (note 5)   |
| 2" - 6" diameter                              |                         |
| - Trimming of Cores                           | \$20.00 Sample (note 5) |

### **Field Inspection and Consultation Services**

#### **A. Hot Mix Asphalt**

- |   |                              |
|---|------------------------------|
| 1. Specialist's Consulting Services by<br>Principal Professional Engineer | \$205.00/hr. (note 6)        |
| 2. Specialist's Technical Services by<br>Project Manager/Project Engineer | \$155.00/hr. (note 6)        |
| 3. Specialist's Testing Services  | \$88.00/hr. (notes 5, 6 & 8) |
| 4. Compaction Testing Inspector with Density Gauge                        | \$95.00/hr. (notes 5, 6 & 8) |
| 5. Coring Crew, Truck, Generator & Coring Rig<br>(4" - 6" diameter cores) | \$850.00/diem (notes 5 & 6)  |
| 6. Equipment Expense for Generator & Core Rig                             | \$200.00/day                 |
| 7. Equipment Expense for Jack Hammer, Hoses & Pump                        | \$325.00/day                 |

#### **B. Asset Management/Computer Support Services**

- |  |                            |
|--|----------------------------|
| 1. Specialist's Technical Services by<br>Project Manager/Professional Engineer | \$145.00/hr. (note 6)      |
| 2. Computer Support Programming Services                                       | \$135.00/hr. (notes 5 & 6) |
| 3. Computer Support and Training Services                                      | \$85.00/hr. (notes 5 & 6)  |

**C. Soils**

- |  |                           |
|--|---------------------------|
| 1. Experienced Soils Inspector for Control Operations and Field Compaction Density Tests with the Nuclear Gauge.   | \$95.00/hr. (notes 5 & 6) |
| 2. Experienced Registered Sanitarian for inspection of soils for constraints (e.g. ledge, ground water, restricting layers, permeability) to on-site septic systems. | \$135.00/hr (notes 5 & 6) |
| 3. Experienced Soil Scientist for on-site inspections of surficial deposits for suitability of sand and gravel resource development.                                 | \$135.00/hr (5 & 6)       |
| 4. Experienced Soil Scientist to field delineate wetlands and prepare wetland permit applications  | \$135.00/hr (notes 5 & 6) |
| 5. Experienced Soil Scientist/Environmental Scientist to prepare State and Federal environmental permit applications   | \$135.00/hr (notes 5 & 6) |
| 6. Experienced Environmental Scientist to perform Phase I/Phase II site investigations for property transfer.  | Negotiated Fee            |

**D. Concrete**

- |   |                              |
|---|------------------------------|
| 1. Experienced ACI Concrete Field Inspector Cylinder fabrication, air, slump, temp. testing | \$88.00/hr. (notes 5, 6 & 8) |
| 2. Experienced Concrete Batch Plant Inspector   | \$135.00/hr (notes 5, 6 & 8) |

**E. Sample Transportation**

- |   |                           |
|---|---------------------------|
| 1. For aggregate sampling, transportation of cubes, cylinders beams or other samples. Mileage to be added as direct expense | \$85.00/hr. (notes 5 & 6) |
|---|---------------------------|

**F. Labor**

- |                                     |                            |
|-------------------------------------|----------------------------|
| 1. Professional Registered Engineer | \$205.00/hr. (notes 5 & 6) |
| 2. Project Manager                  | \$155.00/hr. (notes 5 & 6) |
| 3. Operations Manager               | \$115.00/hr. (notes 5 & 6) |
| 4. Contract Administrator           | \$70.00/hr. (notes 5 & 6)  |

**NOTES:**

- 1) includes sand equivalent, fractured faces, flat or elongated particles, and five asphalt contents with bulks and maximum theoretical gravities; Maximum of four trial blends will be evaluated, additional blending will be subject to additional fees. Changes in aggregate properties after initial trial blends may be subject to additional fees.
- 2) includes specific gravity @ 60°/77°, API gravity and smoke point;
- 3) includes test on the original asphalt, after RTFO and after PAV aging;
- 4) includes aggregate angularity, flat or elongated particles, sand equivalent, gradations, aggregate specific gravities and four asphalt contents with bulks and maximum theoretical gravities and professional engineering analysis; Maximum of four trial blends will be evaluated, additional blending will be subject to additional fees. Changes in aggregate properties after initial trial blends may be subject to additional fees;

- 5) Overtime Rates:
- |   |            |
|---|------------|
| Over eight hours per day & night work (6 pm-6 am) | 1.5 x Rate |
| Saturdays, Sundays and Holidays                   | 1.5 x Rate |
| Same day laboratory services                      | 1.5 x Fee  |
| Next day laboratory services                      | 1.5 x Fee  |
- 6) Plus \$0.65 per mile calculated using the mileage stated in the Public Utilities Commission "OFFICIAL MILEAGE" booklet.
- 7) When included as part of the mix design development. Additional sample preparation fees will apply to testing for non-VHB developed mix designs or mix designs requiring additional aggregate preparation or changes in aggregate properties.
- 8) For all VHB field services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of field personnel and the evaluation/review of data and reports at the quoted project manager rate times 0.15 times field staff time.

## **Town of Medfield Standard Contract for Goods/Services**

### **Medfield State Hospital – Landscaping Services**

This contract is made this \_\_\_ day of \_\_\_, 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street, Medfield MA 02052, herein referred to as the “Town” and McKechnie Associates, Inc. with a usual place of business at 100 North Meadows Road, Medfield, MA 02052 referred to as “Contractor.”

#### **WITNESSED:**

Whereas, the Town utilized an invitation for bids to solicit work assisting the Town of Medfield with maintenance at the former Medfield State Hospital, work hereinafter referred to as “Program”; and

Whereas, the Contractor submitted a bid of \$61,400 to perform the “Landscaping Services” work required for the Program, and the Town has decided to award the contract therefore to the Contractor.

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the bid documentation titled “Landscaping Services” (Attachment A), in its entirety, submitted to the Town of Medfield on May 18, 2020 as part of a response to Medfield’s solicitation for bids. The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Goods/Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached bid documents (Attachment A).
3. **Performance of Work.** Performance of Work. If applicable, the Contractor shall furnish all equipment, staffing and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties.** The contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the contract documents. The contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town’s acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by contractor.
5. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield on May 18, 2020 (Attachment A) in the amount of \$61,400. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for

payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

6. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
7. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the park maintenance profession currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
8. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence General Liability, Automobile Liability with a minimum of \$1,000,000 each naming the Town of Medfield as an additional insured for this Project as instructed in the IFB and Worker's Compensation (per Statute).
10. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
13. Termination.
  - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a

termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
14. **Notice.** Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
  15. **Severability.** If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
  16. **Governing Law.** The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk Court, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
  17. **Entire Agreement.** This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

**Town of Medfield, MA**

**Contractor**

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

By:

  
\_\_\_\_\_  
PRESIDENT

**Chair, Board of Selectmen**

Approved as to form:

\_\_\_\_\_  
Town Counsel  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Town Accountant  
Date: \_\_\_\_\_

**Attachment A**

**Bid Sheet**

**Duration of Contract:** May 2020 to June 2021

**Landscape Maintenance**

**Parcel A (Main Campus)\*** Price per Cut \$ 3,400<sup>-</sup>

June 2020 (2 Cuts)	\$ <u>6,800<sup>-</sup></u>
July 2020 (2 Cuts)	\$ <u>6,800<sup>-</sup></u>
August 2020 (2 Cuts)	\$ <u>6,800<sup>-</sup></u>
September 2020 (2 Cuts)	\$ <u>6,800<sup>-</sup></u>
October 2020 (1 Cut)	\$ <u>3,400<sup>-</sup></u>
June 2021 (2 Cuts)	\$ <u>6,800<sup>-</sup></u>
<b>Total Mowing</b>	\$ <u>37,400<sup>-</sup></u>

Spring Clean Up 2020	\$ <u>3,000<sup>-</sup></u>
Fall Clean Up 2020	\$ <u><del>17,500</del> 17,500<sup>-</sup></u>
Spring Clean Up 2021	\$ <u>3,000<sup>-</sup></u>
<b>Total Clean Up</b>	\$ <u>23,500<sup>-</sup></u>

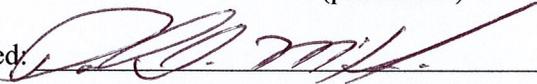
Weed Management at Building Locations (2x) \$ 500<sup>-</sup>

Option 1: Hourly Rate for Additional Landscaping Projects \$ 65/Hr

\* MOWING AREAS OUTLINED IN SITE WALK WHERE GREATER THAN DEPICTED ON MAP. PRICING BASED ON SITE WALK w/ JOHN THOMPSON.  
 Medfield IFB - Landscaping Services

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: PAUL D. MCKECHNIE JR.  
(print name)

Signed: 

Contact Person (Name and Title): PAUL D. MCKECHNIE JR. PRESIDENT

Company Name: MCKECHNIE ASSOCIATES INC.

Address: 100 NORTH MEADOWS RD. MEDFIELD

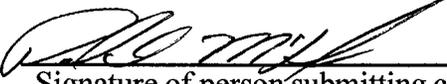
Telephone: 508.354.4890

E-mail: PAUL@MCKECHNIEINC.COM

## Attachment B

### Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid 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 person submitting contract/bid

5/13/20  
\_\_\_\_\_  
Date

MCKECHNIE ASSOCIATES INC.  
\_\_\_\_\_  
Name of Business

## Attachment C

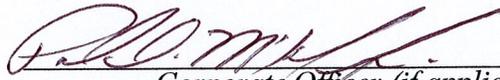
### Certificate of Tax Compliance

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

2241717  
Social Security Number or

Federal Identification  
Number

MCKECHNIE ASSOCIATES INC.  
Signature of Individual or Corporate Name

  
Corporate Officer (if applicable)



**MIIA HEALTH BENEFITS TRUST**  
 Renewal Proposal 7/1/2020 - 6/30/2021  
**Medfield**

<b>MONTHLY CONTRIBUTION RATES</b>				
PRODUCTS		CURRENT	ALTERNATE	
		RATES	RATES	INCREASE
Changing to Blue Care Elect Preferred with standard copays (see below)	Individual	\$885.73	\$869.81	-1.80%
	Family	\$2,304.98	\$2,263.55	-1.80%
Access Blue NE Saver \$2,000	Individual	\$705.79	\$730.35	3.48%
	Family	\$1,836.02	\$1,899.91	3.48%
Changing to HMO Blue NE with standard copays (see below)	Individual	\$876.75	\$860.99	-1.80%
	Family	\$2,280.76	\$2,239.76	-1.80%

***New Plan Designs above include: \$3,000/\$6,000 Medical OOP Max; Copays: \$20 PCP, \$35 Spec., \$150 ER, \$100 HTR, \$500 Inpatient, \$250 Outpatient, \$15/\$30/\$50 Rx, 2x Copays***

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2021.

Please provide a copy of the in-force PEC or IAC agreement, if applicable.

Signed commitment is due on or before April 1, 2020.

<b>Signature for Acceptance of Rates</b>	<b>Date</b>



**Corcoran & Havlin Insurance Group**

287 Linden Street  
PO Box 9011  
Wellesley, Ma 02482  
Phone: 781-235-3100  
Fax: 781-235-1622

4/28/2020

Town of Medfield  
Town Hall  
459 Main St  
Medfield, MA 02052

Date		Description	Balance on Account
5/31/2020	Renewal Liability & Umbrella	Medfield State Hospital Site – Parcel A	\$18,912.00

**Total Amount Due:**

**PREMIUM IS DUE IN FULL UPON RECEIPT OF THIS INVOICE.**

Please make checks payable to **Corcoran & Havlin Insurance Group** and mail check to:

**Corcoran & Havlin Insurance Group**  
**287 Linden Street**  
**Wellesley, Massachusetts 02482**

287 Linden Street • P.O. Box 9011 • Wellesley, Massachusetts 02482  
Tel. (781) 235-3100 • (800) 304-8242 • Fax (781) 235-7190



Wellesley • Medfield • Duxbury  
[www.chinsurance.com](http://www.chinsurance.com)



**DRAFT**

**TOWN OF MEDFIELD  
WARRANT FOR THE ANNUAL TOWN MEETING  
2020**

On **Saturday, the twenty-seventh day of June, 2020** commencing at 11:00 AM the following Articles will be acted on **outside** at the Turf Field at the Amos Clark Kingsbury High School, located at 88R South Street in said Medfield, viz.

**Article 1.** To see if the Town will vote to accept the following named sums as Perpetual Trust Funds for the care of lots in the Vine Lake Cemetery, the interest thereof as may be necessary for said care, viz.

PERPETUAL CARE 2019	
Maureen O'Driscoll	\$3,000.00
Harold M Gibbons	600.00
Stephen & Donna Dragotakes	3,000.00
Brad Weafer	1,500.00
Jennifer W Reiling	750.00
Amin F Sabra	3,000.00
Molloy, Linda J	3,000.00
Peter Michael Stanton	3,000.00
Margaret Warren	3,000.00
Mary E Viens & Richard Catenacci	750.00
Maria & David Seaver	750.00
Lisa M Priest	3,000.00
Sandra & Ray Dalbec	3,000.00
Philip & Mary Brandolo	600.00
Fritz Fleischmann & Katrin Fischer	750.00
Cathleen Dugan	3,000.00
Cathleen Dugan	3,000.00
Christopher & Cory Pray	1,500.00
Joseph A & Julie M Wallace	3,000.00
Stephen M Hayes	3,000.00
<b>TOTAL</b>	<b>\$43,200</b>

Or do or act anything in relation thereto.

**(Board of Selectmen)**

**Article 2.** To see if the Town will vote to set Expenditure Limits for 53E ½ Revolving Funds established under the Code of the Town of Medfield, Chapter 117 Departmental Revolving Funds for Fiscal Year 2021, as follows:

**DRAFT**

<u>Section</u>		<u>Amount</u>
5.1	Fire Alarm Revolving Fund	\$32,000
5.2	Ambulance Revolving Fund	70,000
5.3	Advance Life Support Revolving Fund	225,000
5.4	Community Gardens Revolving Fund	3,000
5.5	CENTER at Medfield Building Maintenance Revolving Fund	30,000
5.6	Library Revolving Fund	5,000
5.7	Respite Care Revolving Fund	125,000
5.8	Transfer Station Recycling Revolving Fund	10,000
5.9	Former State Hospital Revolving Fund	100,000
	Total	\$600,000

Or do or act anything in relation thereto.

**(Board of Selectmen)**

**Article 3.** To see if the Town will vote to appropriate a sum of money from the Public, Educational, and Governmental (PEG) Access and Cable Related Fund to Medfield TV for the purpose of providing local cable access services, equipment, and programming for the Town of Medfield, or to take any other action related thereto.

**(Board of Selectmen)**

**Article 4.** To see if the Town will vote to fix the salary and compensation of the following elected officers: Moderator, Town Clerk, Selectmen, Assessors, School Committee, Trustees of the Public Library, Park and Recreation Commissioners, Planning Board, Housing Authority, and Trust Fund Commissioners, or do or act anything in relation thereto.

<b>Officer</b>	<b>Present Salary</b>	<b>Warrant Committee Recommends</b>
Town Clerk	\$73,144	\$73,144
Selectmen, Chairman	\$900	\$900
Selectmen, Clerk	\$900	\$900
Selectmen, Third Member	\$900	\$900
Assessors, Chairman	\$900	\$900
Assessors, Clerk	\$900	\$900
Assessors, Third Member	\$900	\$900
Moderator	0	0

**DRAFT**

Housing Authority	0	0
School Committee	0	0
Library Trustees	0	0
Planning Board	0	0
Park and Recreation Commissioner	0	0
Trust Fund Commissioners	0	0

**(Board of Selectmen)**

**Article 5.** To see if the Town will vote to amend the Personnel Administration Plan and Classification of Positions and Pay Schedule, effective July 1, 2019, as set out in the warrant, or do or act anything in relation thereto.

**PERSONNEL ADMINISTRATION PLAN  
CLASSIFICATION OF POSITIONS AND PAY SCHEDULE**

**(Personnel Board)**

**Article 6.** To see if the Town will vote to raise and appropriate and/or transfer from available funds, sums of money requested by the Selectmen or any other Town Officer, Board, Commission, or Committee to defray operating expenses of the Town for the fiscal year commencing July 1, 2020, or such other sums as the Town may determine, as required by Massachusetts General Laws, Chapter 41, Section 108, or do or act anything in relation thereto.

**(Board of Selectmen)**

**Article 7.** To see if the town will vote to raise and appropriate from the FY2021 Tax Levy and/or transfer from available funds and/or borrow for capital expenditures, including the following:

**DRAFT**

FY21 CAPITAL BUDGET RECOMMENDATIONS					
DEPARTMENT	PROJECT	Dept Request	Funding Source Recommended		
			Revolving Funds	Enterprise Funds	Tax Levy
Fire	Replacement of Engine 3	450,000			55,000
	SCBA Bottle Replacement	20,700			20,700
	Portable Radio Equip	12,500			12,500
Police	Cruiser Replacement	156,000			55,000
	Weapon Replacement	7,550			7,550
ConCom/DPW	Emergency Action Plan for Dams	12,000			12,000
School Dept	IT Hardware				200,000
			<b>Total to be funded by Tax Levy</b>		<b>362,750</b>

**(Capital Budget Committee)**

**Article 8.** To see if the Town will vote to appropriate \$ and transfer said sum from the Municipal Buildings Capital Stabilization Fund created under Article 43 of the 2018 Annual Town Meeting for the purpose(s) and amount(s) below:

Project	Request
Total	

**(Board of Selectmen/Capital Budget Committee)**

**Article 9.** To see if the town will authorize, under General Laws Chapter 44, Section 21C, upon the recommendation of the Board of Selectmen, the following lease purchase financing

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agreements for the acquisition of equipment that may be acquired through the issuance of debt under G.L. c. 44 or improvement of a capital asset the improvement of which may be financed by the issuance of debt under G.L. c. 44, the term of such agreement not to exceed the useful life of the equipment or improvement as determined by the Board of Selectmen, and to authorize the departments specified below to enter into such agreements on behalf of the town, and to approve appropriation for the first year payments of the agreements as stated below, or to take any other action relative thereto.

See below placeholder example:

<b>Equipment</b>	<b>Maximum Term</b>	<b>Authorized Department</b>	<b>Source of Appropriation</b>	<b>First Year Amount</b>
<i>Fire Engine</i>	<i>10 years</i>	<i>Fire Department</i>	<i>FY21 Capital Budget</i>	<i>\$55,000</i>
<i>(3) Police Cruisers</i>	<i>3 years</i>	<i>Police Department</i>	<i>FY21 Capital Budget</i>	<i>\$55,000</i>

**(Board of Selectmen)**

**Article 10.** To see if the Town will vote to raise, appropriate, or transfer from available funds the sum of \$4,565,256 for the Water Enterprise Fund and the Sewer Enterprise Fund as follows, or act in any manner relating thereto.

Water Enterprise Fund Direct Costs:

<b>Expense</b>	<b>FY2021 Amount</b>
Salaries	\$467,154
Operations	\$539,020
Emergency Reserve Fund	\$50,000
Capital Outlay	\$186,000
<b>Total</b>	<b>\$1,242,174</b>

Water Enterprise Fund Indirect Costs:

<b>Expense</b>	<b>FY2021 Amount</b>
OPEB Trust	\$17,655
Debt Service	\$699,422
Salaries, Benefits, Facilities, and other indirect costs	\$1,043,384
<b>Total</b>	<b>\$1,043,384</b>

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**Water Enterprise Fund Total: \$2,285,558**

Sewer Enterprise Fund Direct Costs:

<b>Expense</b>	<b>FY2021 Amount</b>
Salaries	\$320,099
Operations	\$882,030
Emergency Reserve Fund	\$50,000
Infiltration and Inflow	\$50,000
Capital Outlay	\$442,000
<b>Total</b>	<b>\$1,744,129</b>

Sewer Enterprise Fund Indirect Costs:

<b>Expense</b>	<b>FY2021 Amount</b>
OPEB Trust	\$28,476
Debt Service	\$261,520
Salaries, Benefits, Facilities, and other indirect costs	\$245,573
<b>Total</b>	<b>\$535,569</b>

**Sewer Enterprise Fund total: \$2,279,698**

And further that the above listed appropriations be funded as follows:

Water Fees for Service (User Fees)	\$2,081,903
Water Free Cash	\$203,655
Sewer Fees for Service (User Fees)	\$1,809,222
Sewer Free Cash	\$470,476
<b>Total</b>	<b>\$4,565,256</b>

**(Water and Sewer Board/DPW Director)**

**Article 11.** To see if the Town will vote to transfer \$1,022 in funds received from the Massachusetts Department of Transportation for the Town’s share of the fee charged for Uber, Lyft, or other ride sharing services originating in the Town, said funds to be used for road and or sidewalk improvements, or do or act anything in relation thereto.

**(Board of Selectmen)**

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**Article 12.** To see if the Town will vote to appropriate \$15,000 and determine in what manner said sum shall be raised for the purpose of making improvements to the economic vitality of the Town, or do or act anything in relation thereto.

**(Board of Selectmen)**

**Article 13.** To see if the Town will vote to transfer a sum of money from sewer betterments-paid-in-advance, to the Sewer Stabilization Fund, or do or act anything in relation thereto.

**(Town Administrator)**

**Article 14.** To see what sum of money the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide, to implement any Collective Bargaining Agreements between the Town of Medfield and Medfield Police Union from July 1, 2019 to June 30, 2020; or otherwise act thereon.

**(Collective Bargaining Committee)**

**Article 15.** To see if the Town will vote to amend the Code of the Town of Medfield Chapter 10, Boards, Commissions, Committees and Councils, by adding a Section 10-8 that states:

A Medfield public body may consider holding a public hearing or public forum prior to voting on any non-routine action or decision if at least 10 residents request it, and if a public hearing is not already required by law, or take any other action in relation thereto.

**(Citizens Petition)**

**Article 16.** To see if the Town will vote to appropriate a sum of money and determine in what manner said sum shall be raised for the purpose of hiring consultants, engineers, and/or attorneys to assist the Town with the development and review of the Request for Qualifications/Request for Proposals for the Medfield State Hospital and surrounding areas, to advise the Town on matters concerning the site's disposition, reuse, or environmental remediation, said funds to be expended under the direction of the Board of Selectmen, with the understanding that the Board of Selectmen may authorize any other Town, board, commission, committee or department to expend a portion of said fund for such purposes, or do or act anything in relation thereto.

**(Board of Selectmen)**

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**Article 17.** To see if the Town will vote to authorize the Board of Assessors to use a sum of money from free cash in the Treasury for the reduction of the tax rate for the fiscal year 2019, or do or act anything in relation thereto.

**(Board of Assessors)**