

NEW BUSINESS

7/25/16

CRANBERRY CAPITAL OF THE WORLD



Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 7/15/16
 NAME OF APPLICANT William Fuller
 ADDRESS OF APPLICANT The Bartending Service of New England LLC
 ASSESSORS MAP & LOT 13 WEST END AVE
 NAME OF BUSINESS 498 / 5595
 OWNER OF PROPERTY TO BE LICENSED AND GLASS CENTER
 ADDRESS OF PROPERTY TO BE LICENSED 22 NORTH MAIN ST.
 ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualer _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License BEER GARDEN TENT
- Other _____

Anticipated Start Date for Business August 5th - 6th.
 Hours requested: 12:00 - 6pm.

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
YES, SIMILAR REQUESTS AND SUBSEQUENT APPROVALS

Signature [Signature]

DATE OF HEARING _____ APPROVED/DENIED _____

Do not write below line: To be Completed by Treasurer/Collector: _____

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____

Sara B. Chase
Preservation Consultant

4 Peacock Farm Road
Lexington, Massachusetts 02421

Tel.: 781 – 861 – 6646/Cell: 781•640•2353
e-mail: sbcprescon@rcn.com

July 15, 2016

Jennifer Goldson, AICP
by computer

Dear Jennifer:

I am delighted to send you this proposal for work on the Peter Oliver Jr. House in Middleborough, Massachusetts. The MHC information and the photographs taken by Russ Feldman have been quite interesting.

Exterior Paint Study

To analyze and color match to currently available commercial paints the historic colors which (within reason) show the appearance of the house at three different periods in its history.....\$2020

Mortar Study

To determine as closely as possible the composition and joint profile of historic mortars in the chimneys and foundation, and to provide mortar formulations for use in construction documents.....\$350--\$550

The terms above are contingent on the client's provision of safe, timely, and adequate access for sampling.

Acceptance can be indicated by a dated signature by the client.

Sara B. Chase, Preservation Consultant

**CRANBERRY CAPITAL
OF THE WORLD**



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

POSITION AVAILABLE

POSTING DATE: July 26, 2016

POSITION: Executive Assistant to the Board of Selectmen

HOURS: 37.5 Hours

WAGES: Negotiable with the Board of Selectmen
Commensurate with Experience

DUTIES: Performs varied functions requiring comprehensive knowledge of departmental operations and the exercise of judgment in responding to inquiries, in dealing with the public, and in administering the functions of the office, in accordance with established departmental policies and standards. Perform other office duties as required or directed.

Assist the Commission on Disability with drafting and posting their agenda, meeting minutes and correspondence as needed, to be paid at the rate of \$16.14 per hour. Total hours not to exceed 40 in any week.

QUALIFICATIONS: High school diploma and broad specialized training equal to two years of college. At least three years of progressively responsible experience in administrative work or office management; or an equivalent combination of education and experience.

POSTING CLOSES: **12:00 Noon on Friday, August 5, 2016**



Town of Middleborough

Massachusetts

Board of Selectmen

EXECUTIVE ASSISTANT TO THE BOARD OF SELECTMEN

Definition

Responsible for routine to complex administrative work in providing support services to the office of the Board of Selectmen; all other related work as required.

Supervision

Works under the direct supervision of the Board of Selectmen; speaks on behalf of the Board of Selectmen on a daily basis. Receives general direction in writing and orally from the Board of Selectmen. Often works with little or no direct supervision. Plans, prioritizes and arranges own work.

Job Environment

Work is performed under typical office conditions, with constant interruptions from the general public and other department employees.

Operates computer and other standard office equipment.

Has constant contact with Town officials, Town employees, Town Counsel and the general public, requiring patience, tact and discretion.

Has regular access to a wide variety of confidential information, where utmost integrity is required to safeguard rapport in Town government affairs and administration, including personnel records, bid proposals, lawsuits, and personal information about citizens.

Errors could result in delay and confusion and could have direct legal repercussions; errors may also result in poor public relations.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Performs varied functions requiring comprehensive knowledge of departmental operations and the exercise of judgment in responding to inquiries, in dealing with the public, and in administering the functions of the office, in accordance with established departmental policies and standards. Acts as a liaison between all town departments, boards, committees, commissions, Town Counsel, Labor Counsel, and the general public with the Board of Selectmen.

Undertakes assignments, administrative tasks, and supervisory functions, as directed by the Board of Selectmen; represents the Board of Selectmen and keeps them informed with regard to public requests and departmental administrative functions.

Assists and answers questions from the general public, public officials, department heads and staff, in person and by telephone; responds to correspondence from the general public requesting routine information about Middleborough; receives and responds to complaints; refers complaints to appropriate department heads or other entities for action.

Schedules, records and maintains calendar of appointments and meetings for the Board of Selectmen; maintains files for the Board of Selectmen's office; keeps the Board of Selectmen informed of all daily appointments; posts all the Board of Selectmen's meetings and executive sessions within legal time constraints; schedules and prepares weekly agenda for Board of Selectmen's meetings, prepares packets of information for Board of Selectmen and Press; attends all meetings of the Board of Selectmen, takes minutes and transcribes them; schedules and arranges various staff meetings. Maintains Selectmen's documents, including video tapes.

Researches, records and reports for Selectmen as directed.

Notarizes necessary paperwork for the Selectmen.

Notifies all Town Departments, Committees and commissions of all orders passed by the Board of Selectmen authorizing appropriations, assessments, appointments or abatements.

Notifies the Public of all orders passed by the Board of Selectmen authorizing appropriations, assessments, appointments or abatements, through the publication of legal ads.

Drafts, types, logs and files correspondence; routes correspondence to appropriate departments; maintains calendar of meetings of various boards and commissions; maintains confidential files; types Selectmen's meeting agendas.

Copies, collates, assembles and binds various reports; composes routine correspondence, memoranda and notices; takes dictation; opens, sorts, prioritizes and routes mail.

Maintains inventory of supplies; orders supplies as needed.

Receives all applications for licenses and permits issued by the Board of Selectmen; reviews applications for completeness, schedules public hearings, prepares legal notices for advertisement in the local newspaper, and prepares the necessary paperwork; prepares yearly reports for licenses/permits that are issued by the Board of Selectmen.

Collects, types and assembles Town Meeting motions and warrants. Consults with Town Counsel regarding wording and legality of Warrant Articles. Assists with the compilation and typing of the Selectmen's annual budget.

Consults with Labor Counsel to insert updated Memorandums of Agreement into Town contracts.

Schedules all meeting rooms for all boards and committees who meet at the Town Hall, as needed; occasionally schedules meeting rooms at school or Police Department facilities. Schedules meetings and events to be held in the Selectmen's Meeting Room and the Town Hall Ballroom. Responsible for calculating and collecting payments for fees in connection with rentals.

Submits bills for payment. Keeps book of accounts.

Works with the Board of Selectmen and other department personnel on various special projects as required; performs similar or related work as required or as situation dictates.

Assists the Commission on Disability with drafting and posting their agenda, meeting minutes and correspondence as needed, to be paid at the rate of \$16.14 per hour with the total hours not to exceed 40 in any week.

Recommended Minimum Qualifications

Education and Experience

High school diploma and broad specialized training equal to two years of college. At least three years of progressively responsible experience in administrative work or office management; or an equivalent combination of education and experience.

Special Requirements

A Massachusetts motor vehicle operator's license is required.
Commission as a Massachusetts Notary Public is desired.

Knowledge, Ability and Skill

Knowledge. Thorough knowledge of various administrative functions of town government and Board of Selectmen's activities. Working knowledge of departmental operations and relationship with other town departments and offices. Working knowledge of office procedures and machines. Familiarity with office administration including licensing

procedures, procurement laws, bylaws, accounting and budgeting process, etc.

Ability. Ability to maintain confidential information. Ability to maintain, manage and organize complex records. Ability to deal appropriately with Town employees, Town officials and the general public. Ability to work with little or no supervision in a fast-paced environment, with a high degree of accuracy.

Skill. Excellent communication and administrative skills. Skill in word processing and spreadsheet applications. Excellent customer service skills.

Physical Requirements

Minimal physical effort demanded when performing functions under typical office conditions. Ability to see, speak and hear well within normal ranges. Ability to operate a keyboard and to sit at a computer for long periods.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ROBERT J. MATHER, ESQ.
ATTORNEY AT LAW

One Lakeville Business Park
Suite 1A
Lakeville, MA 02347

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Tel (508) 946-0066
Fax (508) 946-4474
E-Mail: rjmather@rjmatherlaw.com

June 22, 2016

Board of Selectmen
Town of Middleborough
Town Hall
Middleborough, MA 02346

Re: Captain Hall Road, Augustus Way, Hayden Way and Leland Way Road Acceptance

Dear Board Members:

Please be advised that I am writing once again as attorney for Greystone Realty, Inc. and Marcus Baptiste. As you know, we began the process for public road acceptance for the roadways at Eastwood Estates a few months ago with the goal of presenting the roadways for acceptance at the 2016 annual town meeting. Unfortunately we were forced to withdraw our petition because we were unable to meet the required time periods. We would now like to begin the process again so that we will be ready for the special town meeting in the fall.

Please accept this letter as a petition on behalf of my client to the Board of Selectman to layout the roads in Eastwood Estates known as Captain Hall Road, Augustus Way, Hayden Way and Leland Way as public ways. I believe that you are already in possession of the road layout plans and as-built plans for each of these roads. I am sending a copy of this letter to the Middleborough Town Clerk. A set of the road layout plans were also previously filed with the Town Clerk. In addition, Release of Claims forms which have been executed by all of the lot owners in Eastwood Estates and the Developer have also been previously filed with you.

It is my understanding that the Board of Selectmen will now refer the proposed layout to the Town of Middleborough Planning Board pursuant to Massachusetts General Laws Chapter 41, Section 81I and will schedule a layout hearing for approximately four (4) weeks from this date. Notice of the layout hearing must be published in the Middleborough Gazette and copies of the notice must be delivered to the developer, the owners of all of the lots in the subdivision and the owners of any lots that are not in the subdivision but which lots have easements on them for the benefit of the subdivision and the Board shall also post a notice of the layout hearing in a public place in the town of Middleborough.

If you require any additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RJM', with a long horizontal flourish extending to the right.

Robert J. Mather
RJM/slf

cc: Middleborough Town Clerk – by hand delivery



The Board of Selectmen will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA, on Monday, August 22, 2016 at 7:40 PM to accept the layout of Captain Hall road, Augustus Way, Hayden Way and Leland Way in Middleborough, MA, on such terms as the Selectmen shall determine for the purposes of a Town way, such property being shown on four (4) sheets and entitled "Roadway Acceptance Plan – Captain Hall Road (Sheet 1) – Augustus Way (Sheet 2) – Hayden Way (Sheet 3) – Leland Way (Sheet 4), prepared by Prime Engineering, Inc., which plan is dated February 4, 2016 (Sheets 1 and 2) and January 4, 2016 (Sheets 3 and 4), please are on file with the Town Clerk's Office. Anyone desiring to be heard on this matter should attend.

Diane Stewart, Chairman
Leilani Dalpe
Allin Frawley
John M. Knowlton
Stephen J. McKinnon
BOARD OF SELECTMEN

Publish: August 11, 2016

EASTWOOD ESTATES
 TIME LINE FOR ROAD ACCEPTANCE
 Fall Town Meeting 2016

Planning Board

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Today's Date	As-Built/Layout Plans Semi-Final Insp. the following week 6/27	Request from Dev. by Reg. Mail Stating Complete & Request Surety Release. All Required Documents Submitted To PD, Including L/O Plan. (Must Cert. Complete or Incomplete w/in 45 days)	Ad Runs in Paper on Thurs > 14 days prior to PB Mtg. (Call Newspaper on Mon. on 7/7 before ad runs)	Notification by Cert. Mail to Abutters, Appt. w/ Lorraine (Must be after add runs & > 7 days Prior to PB Hearing) (Call Newspaper on Mon. 8/4 after ad runs)	Warrant Closing On-Site by Planning Board	Public Hearing at PB Meeting (Must Be Tues, Allow 2 wks. if issues from Onsite)	COMPLETION CERTIFICATE to BD of SEL
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Planning Board Meetings:

Board of Selectmen (Planning Board's Estimate of the Board of Selectmen's (BOS) Schedule Based on an Assumed Town Meeting Date)

Date Due:	6/22 (Wed)*	07/25 (Mon)**	08/02 (Tues)	08/04 (Thurs)***	08/22 (Mon)	9/23 (Friday)†	10/3 (Mon)
BOS receive L/O Hearing request from Developer with lot owner releases and recordable L/O plan* (PB Cert. received)	BOS schedules layout hearing, refer layout to P. Board for approval (This Must Happen w/in 45 Days of BOS Approving L/O Request) (Monday Meeting)	Planning Board sends recommendation on L/O to BOS. (This must happen prior to the BOS L/O Hearing, usually the Tues. after Scheduled by BOS)	Notice of Intent L/O action in paper & to all parties. (Advertises BOS L/O Hearing time, date. Etc., ≥ 7 days before the Layout Hearing)	L/O Hearing Action by BOS	L/O to Town Clerk (≥ 7 Days Before Town Mtg.)	Town Meeting	

* ≥ 6 Weeks to Town Meeting

** W/in 45 Days of PB Certifying Complete/Incomplete or BOS Approving L/O Request

*** Advertising ≥ 7 Days before the L/O Hearing

† ≥ 7 Days before Town Meeting

CONTRACT FOR PAPER

THIS AGREEMENT made this 30 day of JUNE in the year 2016 by and between **W.B. Mason Co. Inc.** (hereinafter called the Contractor) and the **Town of Middleborough** represented by the Mayor or the Board of Selectmen (hereinafter called the City or Town).

The Contractor has bid successfully to provide computer and copier paper as may be ordered on an as-needed basis for a twelve-month period commencing July 1, 2016 until June 30, 2017 (the Contract Period). Incorporated by reference and specifically made a part of this Contract is the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor.

1. Scope of Contract

The Contractor agrees to furnish and deliver computer and copier paper supplies to the City or Town at the destination point(s) listed in Appendix F of the Invitation for Bids in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

2. Contractor's Responsibilities for Receiving Orders

- a. The Contractor shall establish a telephone number in the local calling area of the City or Town, or a toll-free number, to facilitate free telephone calls for the placing of verbal orders or for customer service. A Fax number shall also be provided to permit placing written orders.
- b. The Contractor shall submit invoices for paper delivered that correctly show the bidder's stock number, the price of the item and the quantity delivered. The invoice shall also designate the name of the ordering department, describe the item that has been delivered and the date on which it was delivered.
- c. The Contractor shall provide the City or Town with quarterly usage reports with a written inventory of items and quantities which the City or Town has ordered to date under this Contract. These reports shall show purchases by department as well as total purchases of each item and should include the contract price and the list price for the paper.

3. Authorized Personnel

The City or Town will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

4. Risk of Loss

The Contractor shall bear the risk of loss for the computer and copier paper while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

5. Product Delivery

The Contractor shall deliver the computer and copier paper within two business days of the receipt of the order (oral or written). Contractor shall notify the City or Town at the time that the order is placed if it is not possible to comply with this delivery schedule. The City or Town reserves the right to obtain any item it has ordered from an alternate source if the Contractor does not meet this delivery schedule. Contractor must off-load all paper at the delivery site, transport the paper into the building and deliver it to the site within the building designated by a municipal employee. Contractor may not add any delivery charges to the contract prices for the paper. The City or Town will order a minimum of one (1) carton of paper for each delivery.

6. Payments

The City or Town will pay for deliveries of paper made during the previous month on the unit price basis contained in Contractor's Appendix A. The Town will pay for paper delivered within thirty-five days of receipt of an invoice meeting the requirements of section 2 above.

7. Warranty

The Contractor warrants that all paper supplied will be free of any defects in workmanship and will conform to the specifications listed in the Invitation for Bids and will be fit for ordinary use. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid but are in addition to those provided by the Contractor.

8. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, paper supplies similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items.

9. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, flooding, epidemics,

quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this paragraph. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

10. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental disability. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; and Massachusetts General Laws Chapter 151B.

11. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

12. Tax Exemption

No taxes are to be included in any price. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts's sale and use taxes. SERSG Service Corp. is not exempt from sales taxes and should be billed accordingly. To the extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

13. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract provided that:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it and

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor.

(c) In such event the Contract shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this paragraph shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

14. Insurance Policies

During the Contract Period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town:

Comprehensive public liability and property damage
\$500,000 for each occurrence
\$1,000,000 for all damages in any one accident

Motor Vehicle Coverage

Personal injury \$ 500,000 per person
\$ 1,000,000 per accident
Property damage \$ 500,000 per claim

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

15. Employee Insurance

The Contractor agrees during the Contract Period to maintain at the Contractor's expense all insurance required by law for its employees including disability, workers compensation and unemployment compensation.

16. Examination/Audit of Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract.

Edward W. Redmond

17. Contract Manager/Contract Officer

The Contractor designates Edward W. Redmond to act as Contract Manager. He or she or any successor to this role designated in writing will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates _____ to act as Contract Officer. He or she shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

18. Notices

Any notice required by the Contract to be given to a party shall be in writing addressed as follows:

To the City or Town _____

To the Contractor

W.B. Mason Co.
59 Centre Street
Brockton, MA 02303

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested, shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the address or his designee.

19. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

20. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

21. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligation under that provision. The remainder of the Contract shall continue in force.

22. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

For the City/Town:

Date

By _____
Signature

Title of Authorized Agent

For the Contractor:

2/5/14
Date

By: _____
Signature of Authorized Agent

Peter Manning V.P.

Title of Authorized Agent

Southeastern Regional Services Group contract award for
PAPER for a twelve-month period 2/1/16-1/31/17

The Awarding Authority of the Town of Middleborough hereby awards a contract to:

W. B. Mason Co, Inc.
1010 West Chestnut Street
Brockton, MA 02301

For:

TYPE OF PAPER	Bid Price	Estimated Quantity	Estimated Value
COMPUTER PAPER -92 BRIGHTNESS			
20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets) with 3-hole punches	\$ 30.20	50	\$1,510.00
96 BRIGHTNESS			
20 lb. White, 8 1/2" x 11" (Carton-5000 sheets)	\$ 31.10	150	\$4,665.00
24 lb. White, 8 1/2" x 14" (Carton 5000 sheets)	\$ 43.50	30	\$1,305.00
TOTAL ESTIMATED CONTRACT VALUE			\$7,480.00

1. You must return the following items within ten (10) days to:
Moira Rouse, Procurement Officer
Southeastern Regional Services Group
6 Park Row
Mansfield, MA 02048
2. Your signature and all required information is needed on TWO ORIGINAL COPIES of the enclosed contract.
3. A Certificate of Insurance is needed with the appropriate coverages required in the IFB. It must list the municipality on its face as an additional insured with its address as provided here: **Town of Middleborough, 10 Nickerson Avenue, Middleborough, MA 02346**
4. REMINDER: These quantities are only estimates. This is a unit price contract, and it is understood that the contractor will provide the quantities actually required by the municipalities.

July 20, 2016

Mr. Christopher Peck
Director, Department of Public Works
Town of Middleborough
Department of Public Works
48 Wareham Street
Middleborough, MA 02346

**RE: Middleborough WPCF Upgrades
Methuen Construction Co: Change Order #3
Project #: 283-1505**

Dear Mr. Peck:

Environmental Partners Group, Inc. (EPG) has reviewed the change order request from Methuen Construction Co. Inc. for the work associated with several items of additional work. These items are listed on the attached change order for Items tracked as PCO#2 and PCO#20 through #35. A description of each PCO item is provided below:

PCO #2: Additional Dampers per RFI 13.

One 14" damper at the outside air intake and one 14" damper on the return line were added on the air ducts for AHU-C2. After review of the submissions from Methuen Construction, EPG, WP, and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$2,797.00 is a fair and reasonable sum for the additional work.

PCO #20: Add Glass Transom Above Door 106a.

One lite of 1/4" clear tempered glass was added at the transom above Door C106a. After review of the submissions from Methuen Construction and its subcontractor Aluminum & Glass Concepts, Inc., EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$495.00 is a fair and reasonable sum for the additional work.

PCO #21: Additional Pile Lengths.

The length of the piles for the control building needs to be modified due to soil conditions on site. After review of the submissions from Methuen Construction and its subcontractor Solid Earth Technologies, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$6,500.00 is a fair and reasonable sum for the addition work.

PCO #22: Louver Size Change

The size of the louver in the maintenance garage requires resizing. The size of the louver was changed from 109"x90" to 120"x138". After review of the submissions from Methuen Construction and its subcontractor DDS Industries, EPG, WP and Town staff reviewed the

Hyannis:

396 North Street, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:

1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
TL 617.657.0200 • FX 617.657.0201

Woburn:

18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543

documentation submitted. In our collective opinion, the sum of \$8964.74 is a fair and reasonable sum for the additional work.

PCO #23: Increase Wire Feeders

For welding purposes, the amount of wire feeders needs to be increased. This work includes changing the wire feeder panels to LP1 and LP1A in order to increase size and quantity. After review of the submissions from Methuen Construction and its subcontractor Wayne J. Griffin Electric, Inc., EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$1310.31 is a fair and reasonable sum for the additional work.

PCO #24: Add Control Valve Disconnects

Additional work is needed to add disconnect switches to the control valves. This work includes the addition of disconnect switches to CV-325 through CV-330. After review of the submissions from Methuen Construction and its subcontractor Wayne J. Griffin Electric, Inc., EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$8420.68 is a fair and reasonable sum for the additional work.

PCO #25a: Temp Power to Control Building and Post Aeration Building

In order to provide temporary power to the Control Building and the Post Aeration Building, more work must be done by Wayne J. Griffin Electric, Inc. After review of the submissions from Methuen Construction and its subcontractor Wayne J. Griffin Electric, Inc., EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$34,807.00 is a fair and reasonable sum for the additional work.

PCO #26: Expedite Secondary Clarifier Delivery

Methuen Construction requested that the delivery of the secondary clarifier be expedited to meet schedule. After review of the submissions from Methuen Construction and its subcontractor Amwell, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$7,176.00 is a fair and reasonable sum for the additional work.

PCO #27R: Utility Conflicts and Unforeseen Conditions

Pacella is requesting this change order due to additional work that was performed concerning a misidentified plant water line. This work includes the conflicts that arose after Pacella ran into issues with a misidentified 16" reinforced concrete drain line. After review of the submissions from Methuen Construction and its subcontractor Pacella, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$20,075.00 is a fair and reasonable sum for the additional work.

PCO #28: Invasive HazMat Survey and Abatement Plan

While MC was working on the demolition of various buildings, some material was flagged as potentially containing asbestos. This work includes the sampling of the material and the compilation of a report displaying the testing results. After review of the submissions from Methuen Construction and its subcontractor Mill City Environmental, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$7,468.00 is a fair and reasonable sum for the additional work.

Hyannis:

396 North Street, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:

1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
TL 617.657.0200 • FX 617.657.0201

Woburn:

18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543

PCO #30: Change Door C114 to Aluminum

The change order was withdrawn by Methuen Construction.

PCO #31: Sand Filter Building ACM Abatement

Asbestos was found in some caulking in various buildings on site. Mill City Environmental drew up an abatement plan for this work. The work includes the removal of the asbestos containing material on the roof. After review of the submissions from Methuen Construction and its subcontractor Mill City Environmental, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$37,295.00 is a fair and reasonable sum for the additional work.

PCO #32: Additional Buildings ACM Abatement

Asbestos was found in some caulking in various buildings on site. Jay-Mor drew up an abatement plan for this work. The work includes the removal of the asbestos containing material on the roof and the execution of the resulting cleanup. This work also includes air sampling after the offending material has been removed. After review of the submissions from Methuen Construction and its subcontractor Jay-Mor, EPG, WP and Town staff reviewed the documentation submitted. In our collective opinion, the sum of \$54,831.00 is a fair and reasonable sum for the additional work.

PCO #34: Phosphate Analyzer Cleaning and Filter Install

The HACH analyzer was experiencing clogging issues. The work included the installation and furnishing of wye strainers and various PVC fittings. EPG, WP and Town staff are currently reviewing the documentation submitted by Methuen Construction and its subcontractor Electrical Installations Inc. The change order is on hold.

PCO #35: Credits for Electrical Conduit Charge

Methuen Construction and its subcontractor Wayne J. Griffin Electric, Inc are providing a credit for electrical conduit charge in the amount of \$6,391.00.

It is our recommendation that a change order be executed for \$239,749.00 for items listed as PCO#2 and PCO#20 through #35. The change order form is attached.

Please feel free to contact me at (617) 657-0200 with any questions or concerns.

Very Truly Yours,

ENVIRONMENTAL PARTNERS GROUP, INC.


Paul C. Millett, P.E.

Project Manager

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TL 617.657.0200 • FX 617.657.0201

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18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543

CC: Robert Nunes, Town Manager
Bob Fitzgerald, P.E., EPG Field Office
Jon Hume, P.E., Wright Pierce

Attached: Change Order #3

Hyannis:

396 North Street, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:

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TL 781.281.2542 • FX 781.281.2543

CHANGE ORDER FORM

SRF Number CWSRF 3294
Public Entity Town of Middleborough
Contract Number 1
Change Order Number 3

Contract Amount (As Bid) \$21,506,433.00
Net Change in Contract Price (this change order) \$239,749.00
Total Adjusted Contract Price (including this and all other change orders) \$22,087,846.91

This change order extends the time to complete the work by 15 calendar days.

The extended completion date is October 4, 2017

This change order checked by Robert M. Fitzgerald
(Chief) Resident Engineer Date

This change order is requested by: Methuen Construction Co.

This change order is recommended by: Wright Pierce

Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

CHANGE ORDER #3

CHANGE ORDER LOG

PCO No.	Date Received	Description	From	Status of Review	Value	CO#	Final Measured Cost	Notes
2	9/22/2015	Additional Dampers per RFI 13	MCDOS		\$ 2,797	\$	2,797	
20	2/16/2016	Add Glass Transom Above Door 106a	MC/ Aluminum & Glass		\$ 495	\$	495	
21	3/7/2015 7/13/2015	Additional Helical Pile Depth Revised	MC Solid Earth Tech		\$ 12,397	\$	6,500	Revised to include credit
22	3/10/2015	Louver Change	MCDOS		\$ 8,965	\$	8,965	
23	3/10/2015	Increase Wire Feeders	MC/Griffin		\$ 1,310	\$	1,310	
24	3/10/2015	Add Control Valve Disconnect	MC/Griffin		\$ 8,421	\$	8,421	
25	3/19/2015	Temp Power to Control Bldg and Post Aeration	MC/Griffin		\$	\$		
25a	4/1/2015	Temp Power to Control Bldg and Post Aeration	MC/Griffin		\$ 34,807	\$	34,807	
26	4/11/2015	Expedite Secondary Clarifier Delivery	MC		\$ 7,176	\$	7,176	
27	4/19/2015	Utility Conflicts and Underpass Conditions	MC/Pacella		\$ 29,714	\$		
27a	5/8/2015	Utility Conflicts and Underpass Conditions	MC/Pacella		\$ 25,189	\$		
27b	7/13/2015	Revised per discussion	MC/Pacella		\$ 20,075	\$		
28	4/27/2015	Invasive HazMat Survey and Abatement Plan	MC/MCE		\$ 7,468	\$	7,468	
30	5/4/2015	Change Door C114 to Aluminum	MC/Aluminum & Glass	withdrawn	\$ -	\$		
31	5/17/2015	Send Filter Building ACM Abatement	MC/MCE		\$ 37,295	\$		
32	6/15/2015	3TR Revised scope	MC/MCE		\$ 54,831	\$		
32a	6/15/2015	Additional Buildings ACM Abatement	Jar-Mon/MC		\$	\$		
34	6/9/2015	Prepstate Analyzer Cleaning and Filter Install	MC Electrical Installations	hold, Town	\$ 4,853	\$		on hold
35	6/21/2015	Credits for Electrical conduit change	MC/Griffin		\$ (6,391)	\$	(6,391)	
TOTAL w/o PCO 34					\$ 194,499	\$	183,749	
Adjustment from PCO 3 Earth support final settlement					\$ 56,000	\$	56,000	
TOTAL CO #3					\$	\$	\$ 239,749	

TOTAL

Total \$ -

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