

NEW BUSINESS
08/22/16

July 22, 2016

Dear Middleborough Board of Selectmen and Community Preservation Committee:

I am writing to express my strong interest in continuing as an at-large member of the Middleborough Community Preservation Committee. I was appointed about two years ago to fill a vacated seat, and shortly after agreed to take the role as Treasurer when it was vacated.

Since then, I have worked at continuing the good relationship between the CPC and Town Accountant. I've worked closely with Steve Dooney and mastered a big learning curve to be able to read complex town-government balance, revenue, and expenditure reports. I have worked at creating a focused financial snapshot for the committee to use in making decisions. I have initiated a combined reporting system on Google Docs for project status reports, financial, and statutory information—which our consultant says she hasn't seen any other committee do. I believe it will give members a clearer picture tracking our work, which each year become more complex.

I have developed good working relationships with all the CPC members. In our meetings, I have advocated more regular site visits and creating a CPC liaison for each project, to help applicants navigate the approval process through Town Meeting.

I have attended several voluntary regional CPC meetings, sometimes as the only Middleborough representative, to share ideas and learn from speakers on topics such as recreation grant strategies.

I have lived 25+ years in Middleborough, raised two daughters here, and run a freelance writing and editing business from my home. I have always been active in this community. I have served on numerous committees and volunteered for the schools, my church, the library, the Soule Homestead, and a local food co-op and food pantry. I support all four goals of the Community Preservation Act: open space, recreation, historical preservation, and affordable housing. I especially treasure and make regular use of the town's conservation land and open space. My dogs and I know the land here very well.

This committee is a great fit for my skills and interest. I believe I have much to offer the committee, and look forward to continuing the work I've begun.

Sincerely yours,

Kimberly French
7/22/16

BLACKBURN FARM

12 August 2016

Board of Selectmen
Town Hall
Nickerson Avenue
Middleborough, MA 02346

Dear Board of Selectmen;

I understand that my term on the Community Preservation committee has expired. I would like to serve another term, should you choose to reappoint me.

Sincerely,

Frederick E. Eayrs

Frederick E. Eayrs

MIDDLEBOROUGH POLICE DEPARTMENT
99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346



Joseph M. Perkins
Chief of Police

P (508) 947-1212
F (508) 947-1009
middleboroughpolice.com

August 16, 2016

Board of Selectmen
Town of Middleborough
Nickerson Avenue
Middleborough, Ma 02346

RE: Auxiliary/Special Police Officer Appointment

Dear Honorable Board,

I would recommend appointing the following as Auxiliary/Special Police Officer for the Town of Middleborough:

Adam Butler

Adam Butler has met all the department and statutory requirements for the position of Auxiliary/Special Police Officer for the Town of Middleborough.

Respectfully,

A handwritten signature in cursive script that reads "Joseph M. Perkins".

Joseph M. Perkins
Chief of Police

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Joseph M. Perkins
Chief of Police

August 10, 2016

Board of Selectmen
Middleborough, MA 02346

Re: New Street Name

Honorable Board:

I am submitting the following names for an access path for a new development to be located off Precinct Street. Map 031, Lot(s) 3057,3065,2285,2245,2235,2315,4731,4735,3835,2365,2445,3215, 3165,3185,3925.

GATEWAY LANE PADDOCK CIRCLE

This name does not conflict with any existing street names in the Town of Middleborough.

Kindly advise if the above name meets Board approval.

Please call me at 508-946-2451 ext. 121 if you should have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Amy Dowler".

Amy Dowler
E911 Coordinator

ORDER OF TAKING

The BOARD OF SELECTMEN of the TOWN OF MIDDLEBOROUGH in the name of and on behalf of the TOWN OF MIDDLEBOROUGH, a municipal corporation situated in the County of Plymouth and Commonwealth of Massachusetts, pursuant to a vote taken under **Article 31** of the warrant for the **April 25, 2016 Annual Town Meeting**, pursuant to Massachusetts General Laws, Chapter 79, as amended, and pursuant to every other power hereto enabling, do hereby take by eminent domain the fee and all rights and easements in and to the way known as **Sheffield Road** in the Town of Middleborough, and also do hereby take by eminent domain three (3) drainage easements affecting respectively Lot 1A, Lot 2 and Lot 6 shown on the plan hereafter mentioned, a ten (10) foot wide tree, slope, grading & utility easement (referred to in NOTE 1 of said plan as 10 foot wide tree planting, grading and utility easements) affecting Lots 2, 3, 4, 5 and 6 as shown on said plan, and a twenty-five (25) foot wide tree, slope, grading & utility easement (referred to in NOTE 2 of said plan as 25 foot wide tree planting, grading and utility easements) affecting Lot 1A as shown on said plan.

Taken hereby in connection with the drainage easements is the right to flow road drainage and other surface drainage in, under, over and through the easement areas, to maintain and store water in the easement areas, to construct, maintain, repair and replace drainage ditches, pipes, culverts and other drainage facilities in the easement areas and the right to enter the easement areas from time to time to carry out authorized activities.

Taken hereby in connection with the tree, slope, grading & utility easements shall be –

- The right to plant trees and to maintain and replace trees in the easement areas;
- The right to construct, maintain, repair and replace slopes and grades in the easement areas;
- The right to install, maintain, repair and replace facilities for utilities including without limitation electric, gas, water, sewer, cable television and telephone facilities; and
- The right to enter the easement areas from time to time to carry out authorized activities.

The way hereby taken is known as **Sheffield Road**. Said way being situated in Middleborough, Plymouth County, Massachusetts and shown on a plan entitled "Roadway Acceptance Plan of Land Sheffield Estates in Middleborough, MA, dated 5/03/13, prepared by Outback Engineering, to be recorded herewith. *The easements hereby taken are as shown on said plan.*

The structures and trees in or within the way hereby taken and in or within the easements hereby taken are included in this Order of Taking, excepting however from this Order of Taking electric, telephone and cable transmission structures and facilities and any existing easements for electric, telephone and cable transmission structures and facilities.

The supposed owners of the above described way and easements and the holders of any other interests therein are set forth below together with the damages which are hereby determined to have been caused by this taking and are hereby awarded:

<u>ASSESSORS MAP/LOT</u>	<u>SUPPOSED PROPERTY OWNER(S) AND OTHER PARTIES</u>	<u>DAMAGES</u>
1. 59/5568	Timothy F. Spillane 30 Sheffield Road, Middleborough, MA 02346	None
2. 59/6324	Timothy F. Spillane 30 Sheffield Road, Middleborough, MA 02346	None
3. 59/5557	Timothy F. Spillane 30 Sheffield Road, Middleborough, MA 02346	None
4. 65/723	Michael LaBonte 3 Sheffield Road, Middleborough, MA 02346	None
5. 65/723	Heather LaBonte 3 Sheffield Road, Middleborough, MA 02151	None
6. 59/6368	David A. Reeve 31 Sheffield Road, Middleborough, MA 02346	None
7. 59/6368	Debra J. Reeve 31 Sheffield Road, Middleborough, MA 02346	None
8. 59/6335	David A. Reeve 31 Sheffield Road, Middleborough, MA 02346	None
9. 59/6335	Debra J. Reeve 31 Sheffield Road, Middleborough, MA 02346	None
10.	Owner Unknown	None

This order was adopted and is dated this 22nd day of August, 2016.

TOWN OF MIDDLEBOROUGH

BY:

BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth

On this _____ day of _____, before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Signature of Notary

(Seal)

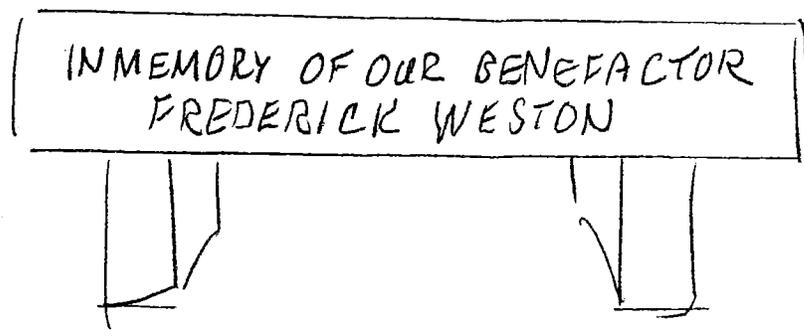
My commission expires _____

NAME *Rick McNEAR*
FREDERICK WESTON TOWN FOREST
 ADDRESS *29 SELMAN LN*
 TOWN *Middlebury MA*
 TEL.....MOBILE.....
 EMAIL.....

BARNICOAT MONUMENTS
 P.O. Box 253, 450 West Grove St.
 Middleboro, MA 02346
 1 (508) 947-2024
 www.barnicoatmonuments.com
 DATE *June 24 2016*

MATERIAL *Brown (Apple Blotch)*
 SIZE *4- D. H. x 0.6*
 DESIGN.....
 CEMETERY..... SEC.....
 ESTIMATED DATE..... LOT.....
 APPROVED.....

MONUMENT
 MARKER
 SLANT
 CEM. LETTERING
 WASH MONUMENT
 OTHER *BENCH*



COMMENTS

TERMS & CONDITIONS:
 Payments for all merchandise and/or services is due in full upon completion. A finance charge of 1.5% per month (annual percentage rate 18%) finance charge will be applied to all charges outstanding more than 30 days. Any other terms will be expressed on this slip.

The customer hereby agrees to pay any and all collection fees and court costs in the event any legal action is necessary to collect any and all amounts due.

COST..... *500*
 MA SALES TAX..... *0.46 001 22*
 FOUNDATION.....
 TOTAL..... *500*
 50% DEPOSIT.....
 BALANCE..... *1500-*

RFQ - DESIGNER SERVICES

**REQUEST FOR QUALIFICATIONS
HANDICAP ACCESSIBLE RAMP AND RESTROOMS DESIGN
for the
OLIVER HOUSE
TOWN OF MIDDLEBOROUGH, MA**

**REQUEST FOR QUALIFICATIONS
HANDICAP ACCESSIBLE RAMP AND RESTROOMS DESIGN
for the
OLIVER HOUSE
TOWN OF MIDDLEBOROUGH, MA**

DUE BY: Friday, September 2, 2016

The Town of Middleborough is requesting qualifications from qualified registered designers to prepare a report, drawings and specifications with cost estimate and bid documents, and to provide administration for the construction of the handicap accessible ramp and bathrooms for the Historic Oliver House. Qualifications (please include three (3) copies) must be received by Friday, September 2, 2016, addressed as follows:

Middleborough Town Manager
Town Hall Building
10 Nickerson Avenue
Middleborough, MA 02346

Firms that are interested in submitting their qualifications for this work may acquire additional information by contacting Mr. Robert Nunes, Town Manager, at rnunes@middleborough.com or (508)947-0928.

A pre-submittal walkthrough has been scheduled for: Tuesday, August 30 from 10:30 am – 11:30 am at the Oliver House, 443 Plymouth Street, Middleborough, MA 02346.

Qualifications are due no later than Friday, September 2, 2016. All qualifications must be presented in a sealed envelope clearly marked RFQ – Handicap Accessible Ramp and Restrooms Design, Oliver House, Middleborough, MA.

The submittals shall include the enclosed Statement of Qualifications to provide the following services:

PROJECT: Provide appropriate designs, drawings, construction bid documents and specifications with cost estimate, and oversee bidding for the construction of a handicap accessible ramp and bathrooms for the Historic Oliver House in Middleborough, MA; and provide a proposal for construction administration services through project completion.

The Town had set the fee for designer services identified in Tasks 1, 2, 3, and 4 not to exceed \$7,840.00

SUMMARY OF WORK

The designer will:

- review existing floor plans (Included with this RFQ are the preliminary drawings developed for a grant application for project funding – Exhibit A. These drawings have been provided for informational purposes only. Selected designer will reassess existing drawings and plans as part of the contracted scope of work);
- review historic preservation specifications/preferences as may be put forward by Town officials;
- confer with Middleborough fire and building inspection officials;
- consider options which meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties and which are fully compliant with all relevant State and local requirements;
- attend meetings with Town Committees as needed to procure permits and funding for the work;
- develop options to address the appropriate location and design of a handicap accessible ramp and bathrooms for the house, while maintaining its historic character;
- provide a cost estimate based on these recommendations;
- produce construction drawings and specifications for the recommended and agreed upon design and other work in the scope for public bidding in accordance with MGL Ch. 149;
- conduct bidding process on behalf of the town; and,
- provide a proposal for construction administration services through project completion.

TASK 1: Investigation, Schematic Design Phase

The designer will:

1. Be provided with existing drawings and other information relevant to the structure and repair history of the Oliver House. The designer will meet with Town Officials to develop an understanding of the project and the Town’s needs.
2. Discuss and make recommendations to Town officials on the most appropriate accessibility design for the handicap accessible ramp and bathrooms. All work must be in conformance with local and State building codes, the Secretary of the Interior’s Standards for the Treatment of Historic Properties, and must comply with Architectural Access Board, Americans with Disabilities Act, and other pertinent State, Local and Federal Codes and Regulations.
3. Meet with and get feedback from Town officials.
4. Review the information and provide a preliminary schematic design for accessibility improvements, cost estimate and a timeline construction schedule.

TASK 2: Design Development, Final Design, Construction Documents and Specifications

The designer will:

1. Develop detailed construction drawings and specifications and construction timeline and cost estimates, and any other documents needed for the public bidding process.
2. Review design, construction documents and specifications with Town officials as needed. The designer shall respond to and, if necessary, modify any items identified during this review.
3. Present final plans to Town officials for final approval. The final construction documents must be designed to allow the project to be constructed within the established budget, and allow for a reasonable contingency.
4. Present plans to the Building Commissioner for review and approval prior to release for bidding.
5. Provide the Town with fifteen sets of bid documents that comply with M.G.L. Chapter 149 requirements. These bid documents will include the final plans and specifications, stamped and signed, and an electronic copy of the design, plans & specifications. If necessary, additional sets of bid documents (plans and specifications) shall be provided on a time and materials basis previously identified and agreed upon by the designer and the Town.

TASK 3: Pre-Construction Administration Services

The designer will:

1. Conduct pre-bid meeting.
2. Issue addenda as needed.
3. Evaluate construction bids, review bidders qualifications and references, etc.

TASK 4: Construction Administration Services (if requested to do so)

In addition to the above tasks, the designer may be requested to provide construction administration services during the construction and repairs period, which would include the following tasks:

1. Conduct pre-construction meeting with contractor.
2. Sign a preliminary affidavit.
3. Review and approve contractor's shop drawings and other submittals.
4. Attend construction progress meetings and maintain minutes of such meetings, with copies sent to Town Building Department on a weekly basis, or as appropriate.
5. Receive and approve Change Orders and approve contractor requests for payment.
6. Prepare punch-list for work to be corrected.
7. Prepare Certificate of Substantial Completion.
8. Sign final affidavit and submit to Town Building Department.

Estimated Project Schedule

The Final Design, Construction Documents and Specifications shall be completed by December 23, 2016. The designer shall make a presentation to Town officials with the report of schematic design findings by October 28, 2016 and preliminary cost estimate by November 14, 2016.

The designer's fee for this project is to be negotiated.

An on-site, pre-submittal walkthrough has been scheduled for: Tuesday, August 30 from 10:30 am – 11:30 am at the Oliver House, 443 Plymouth Street, Middleborough, MA 02346.

Qualifications Due:

September 2, 2016

(The following timeline is an estimate)

Proposer Interviews	September 8, 2016
Recommendation of Designer to Board of Selectmen	September 12, 2016
Design Contract Negotiated/Awarded	September 21, 2016
Design Period Begins	September 26, 2016
Schematic Design Complete	October 28, 2016
Preliminary Cost Estimate Due	November 14, 2016
Construction Documents & Final Design Complete	December 23, 2017
Construction Bid Time Frame	January 9 – February 10, 2017
Construction Contract Awarded	February 20, 2017
Construction Begins	February 27, 2017
Project Completed	May 31, 2017

MINIMUM CRITERIA

To merit further consideration, proposals shall include the following information:

1. Name of proposer.
2. Address of proposer.
3. Name of consultant contact person, telephone number and fax number.
4. Names and address of all partners, officers, directors and any other person with an ownership interest greater than 5%.
5. Names of any Town of Middleborough officials or employees who are related to any of the partners, officers, or directors of the firm, or who have any ownership interest in the firm.
6. Certification as a design engineer under Chapter 579 of the Acts of 1980.
7. Names and resumes of all professionals (designers) who will be assigned to work on the project, including any registrations and numbers. Name of the principal responsible for the work.
8. A list of all projects providing relevant experience in public buildings during the last five years which include project name, location, cost of project, cost for design

services, date, name of owner, and name of owner's representative for which services were provided. Identify projects as completed or underway.

9. A description of the general skills of the firm.
10. A description of specific skills and qualifications that will be applied to this project.
11. If a joint venture proposal, provide the above information for all parties to the joint venture.
12. The categories of designer's sub-consultants, if any, which the proposer intends to use.
13. Other information that will document the firm's capabilities and qualifications for the project.
14. A signed Statement of Tax Compliance and signed Certificate of Non-Collusion.

COMPARATIVE CRITERIA

The Designer will be selected based on the following evaluation criteria:

- A. Experience with similar accessibility design projects in historic buildings in Massachusetts.
- B. Demonstrated design excellence and quality of recent projects.
- C. Demonstrated experience with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and familiarity and experience with successfully applying these standards on properties listed on the National Register (individually-listed properties or those that are part of a National Register listed Historic District).
- D. Qualifications and availability of key architectural personnel to be assigned to the project.
- E. Project management capability, including past performance concerning cost control and timeliness.
- F. Familiarity with Chapter 149 of the MA General Laws relating to the public bidding of construction projects.
- G. Demonstrated ability of team members or consultants to work together on projects.
- H. References from clients for a minimum of three similar projects in the last five years.
- I. Completeness of qualifications submitted.
- J. Registered and Licensed Architect in the State of Massachusetts.
- K. Access to and availability of registered Structural Engineer (P.E.).
- L. Statement of Financial Stability.

RULE OF AWARD

A Review Panel, appointed by the Middleborough Town Manager, will evaluate the qualifications. The first step is to determine if a submittal meets the Minimum Criteria. Qualifications that meet the minimum criteria will then be evaluated using the Comparative Criteria. After this evaluation, the Review Panel may identify three finalists. The finalists would then be ranked by the Review Panel and one proposer selected as the first choice.

The compensation for the work will be determined through negotiation with the Town. It should be noted the negotiated fee for Tasks 1, 2, 3, and 4 shall not exceed \$7,840.00.

The top-ranked submittal will be notified and negotiations will be initiated to reach

agreement on the detailed steps involved in the professional services to be provided.

The proposer will then submit a price proposal to be reviewed with Town officials and modified as mutually agreed upon.

The proposed agreement shall include a list of rates at which services of specific classes of the designer's employees will be billed to the Town, and a specific upset limit for services.

A proposed written agreement on the scope of work and proposer's compensation will then be forwarded to the to the Board of Selectmen for approval.

If for any reason, an agreement cannot be reached, then, with the approval of the Town Manager, discussions with the top-ranked firm will be terminated and the second-ranked firm will be invited to undertake negotiations. This process can continue to the third-ranked firm, and beyond, if agreement cannot be reached.

The Town may make any inquiry regarding this process.

All proposals shall remain valid for 90 days from the date of submission.

The Town judgment is conclusive, binding and final.

RIGHT TO REJECT QUALIFICATIONS

The Town reserves the right to reject any or all qualifications if it is in the Town's interest to do so.

The Town may consider informal any qualifications not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all qualifications, should the Town deem it to be in the Town's interest.

The Town may also reject qualifications that in its sole judgment are incomplete, conditional, obscure, or not responsive, or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities, if considered minor.

CONTRACT CANCELATION

The Town reserves the right to cancel the contract at any time for just cause by giving 15 days written notice. At that time, any prepared plans, specifications, and documents will be provided to the Town.

INSURANCE REQUIREMENTS

Certificates of Insurances shall be filed with the Town within 10 business days of the signing of this contract in the following categories and amounts:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be

named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".

Workers' Compensation Insurance as required by law.

Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town should be named as an Additional Insured.

Umbrella Liability of at least \$5,000,000 per occurrence, \$5,000,000 in aggregate. The Town should be named as an Additional Insured.

The Certificates of Insurance shall be from an insurance company that is an admitted carrier in Massachusetts and has an A.M. Best rating of "A" or better.

The Proposer and all Subcontractors waive subrogation rights against the Town for all losses.

The Proposer shall notify the Town within 10 days in the event that any or all of these Certificates of Insurance are cancelled.

ADDITIONAL REQUIREMENTS

The proposer or its subcontractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the proposer in the preparation of proposal documents as reasonably determined by the Town Manager.

The attached tax compliance (M.G.L. Chapter 62C, Section 49A) and non-collusion forms must be completed and returned with the consultant's proposal.

Town of Middleborough
RFQ - HANDICAP ACCESSIBLE RAMP AND RESTROOMS DESIGN

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual submitting bid or proposal)

(Name of Business)

Town of Middleborough
RFQ - HANDICAP ACCESSIBLE RAMP AND RESTROOMS DESIGN

TAX COMPLIANCE CERTIFICATION:

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

NAME OF PROPOSER(S): _____

SIGNATURE(S): _____

PRINTED NAME(S) AND TITLE(S): _____

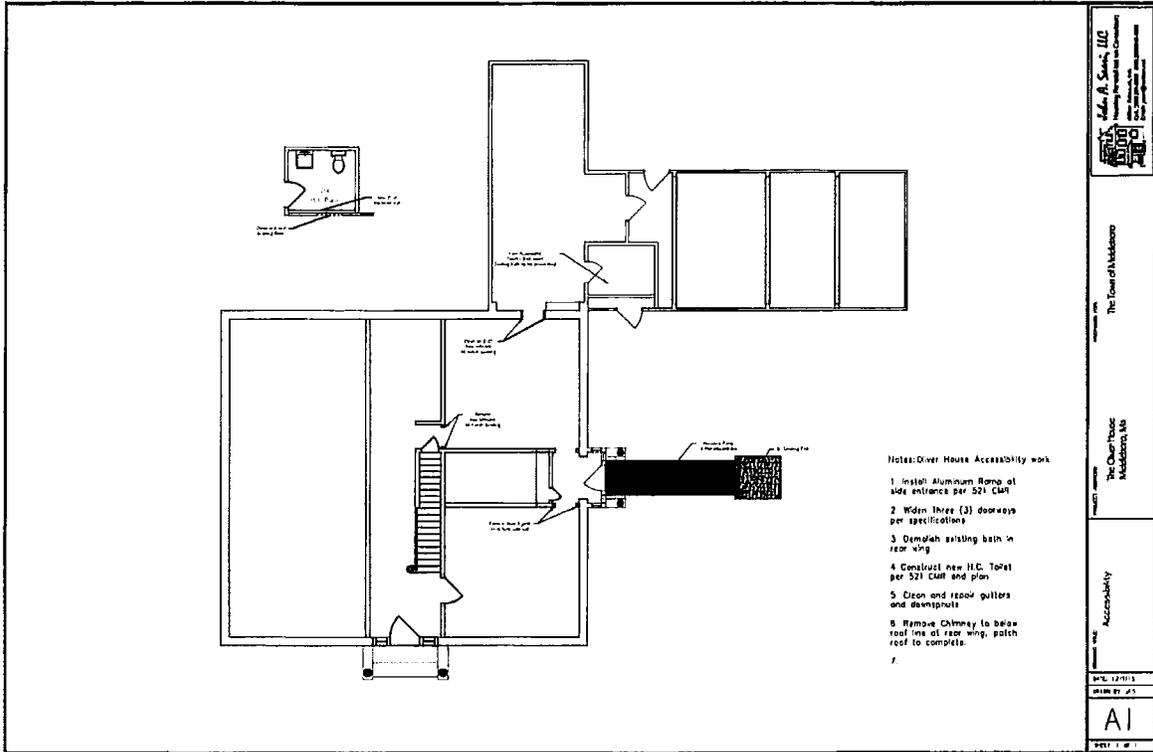
NAME OF BUSINESS: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER(S) OR FEDERAL ID NUMBER: _____

Exhibit A

Preliminary drawings developed for grant application for project funding



MATERIAL RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned party ("Licensor") hereby grants to ("Producer") and its successors, licensees (including without limitation all entities distributing the Program in any manner) and assigns, the full and complete right to use:

Oliver Estate Blue Prints

(the "Licensed Material") in and in connection with Producer's production currently entitled "Paranormal Lockdown" (the "Program"), and in and in connection with distribution, exhibition, advertising and exploitation of the Program, by any means whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe. The rights herein granted shall extend to and include Producer's use of the Licensed Material in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or other compensation.

You understand and agree that Producer owns all rights in, and to, the Program and that you will make no claims or demands based upon the use of the Licensed Material, as described above, for compensation, infringement, or otherwise. Your remedy for any breach of this Agreement shall be limited to an action for monetary damages (if any), and under no circumstances shall you seek to enjoin the production, distribution, exhibition, marketing, promotion, or exploitation of the Program or any derivative work thereof.

Producer shall not be obligated to use the Licensed Material as part of the Program or otherwise, or to broadcast or otherwise exhibit or exploit the Program.

Licensor hereby warrants and represents that Licensor is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material, that it is authorized to enter into and execute this agreement, that nothing of value apart from the Licensed Material was given (or was agreed to be given) to Producer or any other person or entity in exchange for use of the Licensed Material in the Production, that the consent of no other person or entity is required to enable Producer to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of the State of Massachusetts without regard to the conflicts of law provisions thereof. In any action by the undersigned for breach of any provision hereunder, the undersigned agrees that its exclusive remedy shall be an action at law for damages and in no event shall the undersigned be entitled to injunctive or any other equitable relief. This agreement contains the parties' entire understanding relative to its subject matter. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

AGREED AND ACCEPTED:

Licensor

Print Name

By: _____
Signature

Title

Signature

Signature

Signature

Signature

Date: _____



ENGINEERING SUCCESS TOGETHER

6 Blackstone Valley Pl., Ste. 101, Lincoln, RI 02865

Client Authorization

<input checked="" type="checkbox"/> New Contract:		Date: August 10, 2016			
<input type="checkbox"/> Amendment No:		Project Number:			
Project Name: Brookside Drive					
To: Robert G. Nunes, Town Manager	Fee Estimate:	Original Contract	Amended Contract to date	This Amendment	Total Contract Value
Town Hall Building	<i>Labor</i>	19750.00			19750.00
10 Nickerson Avenue	<i>Expenses</i>	250			250.00
Middleborough, MA 02346	<i>Contingency</i>				0.00
	Total	20000.00	0.00	0.00	20000.00
As Requested by: Chris Peck	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Time & Expenses <input type="checkbox"/> Other				
Date:	Estimated Date of Completion: October 15, 2016				
Project Description: Rehabilitation/Repair of pavement & infrastructure on Brookside Drive					
Scope of Services: See Attached					
Services Not Included: See Attached					
Provided by Client: See Attached					
Prepared by: Willim McGrath, P.E.					

Please execute this Client Authorization for BETA 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 BETA.

Subject to attached terms & conditions

Subject to terms & conditions of BETA-Client Agreement dated

BETA Group, Inc.

Client Authorization

By:

By:

Title:

Title:

Date:

Date:

**BROOKSIDE ROAD
MIDDLEBOROUGH, MA**

PROJECT UNDERSTANDING

Brookside Drive is a private roadway in Middleborough, MA. It was constructed as part of an approved subdivision approximately eight (8) years ago. There are concerns about the original construction of the related to the storm drainage system. The storm drainage deficiencies have been observed and documented by visual & television inspections of the drain lines and structures, and include cracked and broken pipes, mild to severe offset joints between pipe sections, accumulated debris (silt, rock) in pipeline sections, non-uniform vertical alignments of pipes (sags and high points), and in some extreme cases completely collapsed pipe sections. The pavement exhibits some cracking, ponding water and severe distress at one catch basin.

The residents have petitioned the Town of Middleborough to accept the roadway. The Town wants the noted deficiencies to be corrected prior to recommending acceptance. The Town anticipates advertising a contract for the work required to address the deficiencies.

The Client has requested that BETA assist it in:

- developing the scope of corrective repair measures and cost estimates,
- preparing bidding packages and procurement of competitive bids,

SCOPE OF SERVICES

The following describes the design scope of services to be provided for this project, organized by Tasks.

TASK 1- Design/Bidding**1.1 – Data Collection & Review**

BETA assumes that the Client shall provide all currently available information pertaining to the project, including digital design plans (if available). BETA shall review said materials to evaluate the nature of the deficiencies and develop the corrective repair approach. BETA will also conduct a field review of the roadway to assess existing conditions.

Based on the review of existing data and the field review, additional information may be needed to thoroughly assess the condition of the drainage system and determine the most appropriate repair strategy. An allowance is included for additional CCTV inspection of the drainage system if deemed appropriate..

1.2 – Corrective Repair Design

Based on the information collected and reviewed in Task 1, BETA shall develop the corrective repair design for the roadway and storm drainage collection & conveyance system. The corrective repairs may include the following:

- In place removal and replacement of existing drain pipe.
- Trenchless rehabilitation (lining) of selected drain pipes;

- Repair/modification of existing drain manholes/catch basins;
- Permanent full-depth restoration of pavement areas disturbed by new drainage installations;
- Milling and HMA overlay of the entire roadway surface.
- Repair/overlay of existing asphalt sidewalks
- Replacement of existing curb ramps

It is anticipated that the corrective repair design shall be presented/depicted through technical specifications, standard construction details, sketches and informational amendments that reference previously prepared plans.

BETA shall also prepare a construction cost estimate for the proposed repairs, using current MassDOT Highway line items and weighted average unit prices.

1.3 – Bid Package Preparation & Bid Support

BETA will prepare bidding packages suitable for public competitive bidding of the project; it is assumed that the Town shall provide standard front-end language to be used in the specifications, and BETA shall provide just the technical specifications for the project. BETA shall also participate in the bidding process, including:

- Attendance at pre-bid conference;
- Preparation & distribution of addenda, if required;
- Attendance at bid opening;
- Preparation of bid tabulation and bid evaluation (including reference checks);
- Recommendation of bid award.

It is understood that the Town requires that the bid be prepared on a schedule that will allow for a bid opening by late September in order to have a construction cost for Town meeting in early October.

TASK 2 – Construction Services

Construction services are not included in this scope of work, but can be provided as an additional service if requested.

ASSUMPTIONS/LIMITATIONS

BETA has assumed the following in the preparation of this proposal, and/or stipulates the following limitations on the scope of work:

- The project shall be developed as a “book job,” consisting of technical specifications, standard details, sketches and supplemental design information. Development of a plan set for the project is not included in the scope. Environmental permitting is not included in the scope.
- The Town will provide BETA with formatted front-end specification sections for use in the bid specifications.
- The Town will coordinate the advertisement and distribution of the bid packages.

PROJECT SCHEDULE

The project will be initiated immediately upon receipt of a signed agreement. The following task milestones are anticipated for this project, provided the necessary information described herein is provided to BETA in a timely fashion:

- **Task 1 – Design/Bidding**.....October 15, 2016

Delays occurring due to events beyond the control of BETA may be cause for an extension to one of more of the preceding milestones.

FEE

BETA will complete the work described above for the proposed project for the lump sum amount as outlined below.

- **Task 1 – Design/Bidding**..... \$20,000

Additional work by BETA, if required for any task of the project, will be provided by supplemental negotiated agreement between BETA and the Client.

BETA GROUP, INC.

TERMS AND CONDITIONS OF AGREEMENT

The engagement of BETA Group, Inc. (BETA) *by Town of Middleborough* hereinafter called the "CLIENT" is under the following terms and conditions. These terms and conditions are an integral part of the Agreement between CLIENT and BETA. These terms and conditions, together with the Client Authorization for Professional Services shall comprise the entire Agreement between BETA and CLIENT.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date shown on the Client Authorization for Professional Services Form.
2. Payment to BETA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and a retainer. All retainer amounts will be applied to the last invoice. A retainer of **\$0.00** is required before services will commence under the Agreement.
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, BETA shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to BETA within 45 days of the date of invoice, BETA may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until BETA has been paid in full all amounts due BETA and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

If BETA is performing services for the CLIENT under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. CLIENT acknowledges BETA's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services BETA shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, BETA shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

8. BETA agrees to carry the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.

- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
 - Bodily Injury \$500,000 each person
 \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

Certificates of insurance will be furnished upon request. If the CLIENT requires additional insurance coverage, and it is available, CLIENT agrees to reimburse BETA for such additional expense.

9. The CLIENT shall at all times indemnify and save harmless BETA and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of BETA, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

10. BETA shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of BETA.

11. BETA shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by CLIENT under this Agreement.

12. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless BETA, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.

13. BETA's services will be performed on behalf of and solely for the benefit and exclusive use of CLIENT for the limited purposes set forth in the Agreement. CLIENT acknowledges that BETA's services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of BETA.

14. In the performance or furnishing of professional services hereunder, BETA, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). BETA shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. BETA shall not be required to sign any documents, no matter by whom requested, that would result in BETA's having to certify, guaranty or warrant the existence of conditions whose existence BETA cannot ascertain. Any certification provided by BETA shall be so provided based on BETA's knowledge, information and belief subject to the preceding sentence, and shall be given in BETA's professional opinion consistent with the Standard of Care. BETA shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

16. CLIENT hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries,

claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to ENGINEER'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the limits of the contracted value of work.

17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by BETA pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any reuse by CLIENT or a third person or entity authorized by CLIENT without written verification or adaptation by BETA for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to BETA; and the CLIENT, shall release, indemnify and hold harmless BETA from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle BETA to additional compensation at rates to be agreed upon by BETA and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

18. To the extent permitted by law, BETA retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized BETA representative. Subject to Term No. 17 above, BETA licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.

19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or BETA, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption, however the same may be caused.

21. In entering into this Agreement, CLIENT has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between CLIENT and BETA.

22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or BETA. BETA's services under this

Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against BETA because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any BETA employee, representative or consultant. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by BETA hereunder, the CLIENT shall only seek recourse against BETA and waives any right to pursue a claim against BETA's individual directors, officers or employees.

23. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by CLIENT as an additional amount due under this Agreement.

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

25. The following provision applies only if this Agreement is executed in the State of Massachusetts. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which BETA has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, BETA shall be entitled to additional compensation to provide such services as may be necessary to assist CLIENT in its response to DEP.

26. The following provision applies only if this Agreement is executed in the State of Massachusetts. CLIENT understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the CLIENT, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, CLIENT recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. CLIENT also agrees to hold BETA and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

End of Terms and Conditions

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT August 15, 2016
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated August 17, 2015 with _____
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 9 Terrace Way
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 35011, Page 164-165
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Fourteen Thousand Nine Hundred Dollars (\$ 14,900.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Diane C. Stewart, Chairman

Stephen J. McKinnon, Vice Chairman

Leilani Dalpe

Allin Frawley

John M. Knowlton

Board of Selectmen
Town of Middleborough

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20_____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Colleen M. Lieb**

**(Seal)
My commission expires:**

*Incorporated 1669
346 Years of Progress*



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

August 8, 2016

Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

RE: Contract Notification

Dear Board of Selectmen,

Section 2 of my employment contract states the following:

There will be an automatic extension of the agreement for a single, one year term, November 18, 2017 through November 17, 2018 under the following conditions:

Between August 1 and October 31, 2016, the Town Manager notifies the Town in writing that the November 17, 2016 automatic one year extension date for the agreement is approaching.

In accordance with the above mentioned requirement in my contract, I respectfully notify you of my intention and desire to remain as Town Manager

Sincerely,

Robert G. Nunes
Town Manager