

NEW BUSINESS

3-12-12

Brian P. Giovanoni, P.E.

89 Rocky Meadow Street
Massachusetts 02346-3011

774-766-4166
bgiovanoni@giogroup.com

February 27, 2012

Mr. Andrew Bagas, Director
Middleborough Department of Public Works
48 Wareham Street
Middleborough, MA 02346

Subject: Proposal for Engineering Services for Wood Street Culvert Replacement

Dear Mr. Bagas:

In response to your request, we are pleased to submit this proposal for engineering services for replacement of the Fall Brook culvert in Wood Street.

Our proposal includes bid document creation, bidding services, construction services and inspection services.

The project will include replacement of an existing culvert in Wood Street which acts as an outlet for Fall Brook in Middleborough. Fall Brook is a tributary to the Nemasket River. The design was completed by AECOM engineers and this proposal is to provide oversight to the project, bringing from the design phase through construction. This project includes an area of wetland creation in order to replicate areas disturbed during construction.

Scope of Services

We propose to furnish the following services for this project:

A. Bid Document Creation

1. Create a construction document for the purpose of soliciting bids for the project.
Document shall include:
 - a. Front end specification for the town of Middleborough
 - b. Prevailing wage forms
 - c. Bid section
 - d. Detailed specifications (provided by others)
 - e. Detailed design drawings (provided by others)
 - f. Bond and insurance forms
 - g. Special Conditions

2. Provide the Town with 20 sets of Documents and Plans.
3. Provide the Town with a set of PDF documents for their use.
4. Prepare advertising notice for the town to send to local newspaper of record.
5. Submit advertising notice to the Central Register.

B. Bidding Services

1. Attend bid opening at the office of the Town Manager.
2. Answer contract questions of prospective bidders.
3. Collect and summarize bids.
4. Review bids for mathematical accuracy and bid completeness
5. Review references of the low prospective bidder.
6. Prepare recommendation of award to the lowest responsible bid.
7. Attend selectmen's meeting in order to answer questions the night of award discussion.
8. Prepare documents for contractor execution and assist town in execution process.

C. Construction Services

1. Conduct a preconstruction meeting at the Middleborough Town Hall with interested parties.
2. Meet with the Middleborough Conservation Commission to provide them with an update of the award, contractor and construction approach.
3. Administer the construction contract for conformance with plan and specification requirements.
4. Review shop drawings and other technical material.
5. Conduct weekly field meetings and gather inspection reports.

6. Review monthly requests for payment by the contractor and make recommendation to the town for payment.
7. Review and provide comments on the as-built plans provided by the Contractor in accordance with their contract.
8. File for a certificate of completion with the Conservation Commission. Attend the public hearing and file certificate with the Registry of Deeds.

D. Inspection Services

1. Provide daily inspections of the work as it progresses. Inspections will not be full time unless necessary due to work schedule and progress.
2. Prepare daily inspection reports summarizing work completed.
3. Review daily work progress with the Contractor's foreman as necessary.
4. Review field calculations with the Contractor.
5. Inspect rebar for all cast in place concrete.
6. Inspect rebar for precast structures as necessary.
7. Inspect all Conservation Commission requirements daily to insure compliance with the Town of Middleborough Order of Conditions.
8. Provide punch list of items remaining at the end of the project.

Work of the Contractor

We will endeavor to protect the Town from defects and deficiencies in the construction work. However, we cannot assume liability for the acts, omissions, performance or construction procedures (including safety precautions) of the construction contractor, nor of his suppliers, agents or subcontractors.

Work of the Design Engineer

We understand that the design of the project was completed by AE COM and will endeavor to protect the Town from defects and deficiencies. However, we cannot assume liability for the acts, omissions, defects or deficiencies of the design engineer or their subcontractors.

Assistance from the Town

We assume that the Town will:

1. Provide electronic copies of plans and engineering specifications, measurement and payment and bid quantities of the project as designed by AE Com.
2. Distribute and receive contract documents.
3. Distribute plans and specifications to prospective bidders.
4. Advertise for and receive construction bids.

Compensation

Our fee for Bid Document creation will be on a lump-sum basis, payable monthly in accordance with percentage completed. Our fees for Bidding, Construction and Inspection Services will be on a time-charge-plus-expense basis, payable monthly as accrued, in accordance with the Fee Schedule. Engineering fees are summarized below:

Fee Schedule

Principal:	\$85
Staff:	
Engineer Technician	\$55
Office Generalist	\$50
Expenses:	
Travel	Direct cost
Other expenses	Direct cost x 1.05

Invoices for engineering fees are payable upon receipt. Time-charge rates are effective through September 30, 2012.

ENGINEERING FEES TABLE

<u>Item</u>	<u>Basis</u>	<u>Fee</u>
A. Bid Document Creation	Lump-Sum	\$4,700.00 ¹
B. Bidding Services	Time-Charge-Plus-Expense	\$2,000.00
C. Construction Services	Time-Charge-Plus-Expense	\$7,500.00 ²
D. Inspection Services	Time-Charge-Plus-Expense	\$13,600.00 ²

We look forward to working with you on this project. Please contact this office with any question.

Sincerely,

Brian P. Giovanoni, P.E.

BPG

¹ Includes cost for printing 20 sets of bid documents and plan sets.

² Budget estimate.

ACCEPTED FOR THE TOWN OF MIDDLEBOROUGH, MA

Authorization to proceed

Item A – Bid Document Creation initial: _____

Item B – Bidding Services initial: _____

Item C – Construction Services initial: _____

Item D – Inspection Services initial: _____

Authorized Representative

Title

Date

January 23, 2012

Mr. Andrew Bagas
Middleborough Department of Public Works
48 Wareham Street
Middleborough, MA 02346

RE: Contract Amendment - Replacement of Tispaquin Street Fall Brook Culvert
Construction-Related Engineering Services

Dear Mr. Bagas:

As requested, this letter comprises an amendment to the November 4, 2011, agreement for providing construction related professional engineering services to replace the Tispaquin Street Fall Brook Culvert. Our Scope of Services is outlined below:

Scope of Services

Task 7 – Bidding Assistance

Environmental Partners will assist the Department of Public Works with the public bidding process for the proposed project. This task will include:

- Obtaining State Wage Rates for the construction work.
- Coordination and completion of advertising requirements.
- Preparation and submission of MassDOT prequalification formwork.
- Preparation, copying, and distribution of public bid documents to MassDOT prequalified contractors.
- Coordination of the bidding process including preparation of addenda and responding to questions from prospective bidders.
- Attendance at the pre-bid meeting and distribution of attendance list and meeting notes through Addendum.
- Attendance at the bid opening.
- Review and evaluation of public bids to identify lowest responsible and eligible bidder. This will include a review of references.
- Assistance with the approval and award of a construction contract with the lowest responsible and eligible bidder.

Hyannis:

297 North Street, Suite 311, 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

Task 8 – Construction Administration

Environmental Partners will assist the Department of Public Works with the administration of the construction contract. This task will include:

- A. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. (ENVIRONMENTAL PARTNERS shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of such work). ENVIRONMENTAL PARTNERS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENVIRONMENTAL PARTNERS' efforts will be directed toward providing a greater degree of confidence for Client that the completed work of Contractor(s) will conform to the Contract Documents, but ENVIRONMENTAL PARTNERS shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, ENVIRONMENTAL PARTNERS shall endeavor to keep Client informed of the progress of the work, shall endeavor to guard Client against defects and deficiencies in such work and may recommend the Client disapprove or reject work failing to conform to the Contract Documents.
- B. Review and take appropriate action in respect to Shop Drawings and samples, results of tests and inspections, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- C. Issue all instructions of Client to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as Client's consultant, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENVIRONMENTAL PARTNERS shall not be liable for the result of any such interpretations or decisions rendered in good faith.
- D. Based on ENVIRONMENTAL PARTNERS' on-site observations as an experienced and qualified design professional on review of applications for payment and the

- accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing to the Client payments to Contractor(s) in such amounts; such recommendations for payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENVIRONMENTAL PARTNERS' knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENVIRONMENTAL PARTNERS will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENVIRONMENTAL PARTNERS to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENVIRONMENTAL PARTNERS has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- E. Conduct a review to determine if the Project is substantially complete and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph D above.
- F. ENVIRONMENTAL PARTNERS shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENVIRONMENTAL PARTNERS' own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs A through F, inclusive, shall be construed to release ENVIRONMENTAL PARTNERS from liability for failure to properly perform duties undertaken by him in the Contract Documents.

Task 9 – Resident Inspection

Environmental Partners will provide a full time resident project representative whose duties, responsibilities and limitations of authority are outlined below, for duration of up to two hundred and twenty five (225) hours (~28 days). The actual cost of this task will depend on the total construction duration.

- Serve as Environmental Partners liaison with Contractor, working principally through Contractor's designated on-site representative and assist him in understanding the intent of the Contract Documents.
- Conduct daily on-site construction review of the work in progress, or as otherwise necessary, to determine to the best of his knowledge (1) if work is proceeding in general accordance with the Contract Documents and (2) that completed work is in substantial conformance with the Contract Documents.
- Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing submissions. Provide weekly reports/updates to the Client regarding project progress and status during construction.

Task 10 – Record Drawings

ENVIRONMENTAL PARTNERS shall prepare record drawings and furnish three (3) sets of prints to the Client containing those changes made during the construction process which are reflected on the marked up prints and drawings prepared by your Resident Project Representative and as furnished by the Contractor to ENVIRONMENTAL PARTNERS. In addition, ENVIRONMENTAL PARTNERS shall prepare and furnish one (1) sets of record drawings for the Conservation Commission. In addition, ENVIRONMENTAL PARTNERS shall furnish a CD containing the AutoCAD 2000 Version of the record drawings.

Fee and Payment

Environmental Partners proposes to perform the indicated Scope of Services for Tasks 7-10 for a not-to-exceed fee of Thirty-Two Thousand Five Hundred Dollars (\$32,500). Additional costs beyond this limit would not be exceeded without authorization from the Town. A breakdown of the fee by tasks is presented in the table below.

Task 7: Bidding Assistance	\$ 8,000
Task 8: Construction Administration	\$ 7,300
Task 9: Resident Inspection	\$ 14,200
Task 10: Record Drawings	\$ 3,000
Total	\$ 32,500

Proposal Acceptance

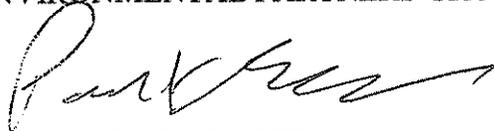
Performance of the scope of work in this amendment to the November 4, 2011 agreement will be governed by Environmental Partners Group, Inc. existing terms and conditions with the Town as outlined in our November 4, 2011 agreement for this culvert project. If this amendment is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this letter.

Mr. Andrew Bagas
January 23, 2012

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In the interim, please do not hesitate to contact us should you have any questions or require additional information.

Very truly yours,
ENVIRONMENTAL PARTNERS GROUP, INC.


Paul F. Gabriel, P.E., LSP
President


C. Carter Fahy, P.E., LSP
Senior Project Manager

**RE: STATEMENT OF WORK FOR CONSULTING SERVICES IN SUPPORT OF
TISPAQUIN CULVERT REPLACEMENT**

ACCEPTED: _____

FOR: _____

DATE: _____

2012

① middleboro Farmer market

DATE'S

June 9 16 23 30

July 7 14 21 28

Aug. 4 11 18 25

SEPT 1 8 15 22 29

OCT 6 13 20 27

② middleboro FALL FESTIVAL

OCT 13

pony Riders

MUSIC

FACE PAINTING

Food

HOURS OF OPERATION

9 AM - 1 PM For

MIKE WASH

WEEKLY MARKET and

159 N MAIN ST

FALL FESTIVAL

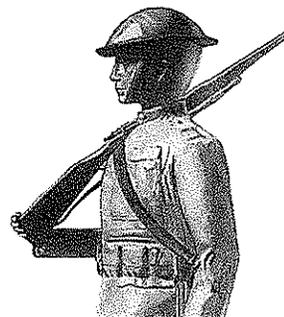
CARVER, MA. 02330

1508 866 2428

* He will provide Insurance Liability Cert
if approved by Board. *bcnie*



Disabled American Veterans
Cpl. William F. Reardon
Chapter 57
P.O. Box 57
Taunton, Massachusetts 02780
(508) 588-5245
Website - <http://davtaunton.tripod.com>



Officers 2011 - 2012
Commander
Leroy R. Crossman

March 2, 2012

Sr. Vice Commander
Francis J. Creney

Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

Jr. Vice Commander
Stephen D. Horton

Re: Permission for Tag Fund Raising Dates

Adjutant:
Denise J. Furtado

The Cpl. William F. Reardon, Chapter 57 of Taunton and Middleborough requests permission to conduct a Forget-Me-Not Drive in Middleborough on the following dates:

Assistant Adjutant:
Paul M. Waldron

June 30, July 1, July 2, July 3 and July 4, 2012

Treasurer:
James S. Zahar

Quartermaster:
Norman Willoughby

The Forget-Me-Not Drive is the Disabled American Veterans annual fund raising event. It is through this event that we may continue to assist disabled veterans and their families. The necessity for such assistance is paramount under the current economic climate. In allocating funds the Cpl. William F. Reardon Chapter 57 does not restrict its assistance solely to Chapter members. Funds are available to any needy disabled veteran and or his/her family. Requests for assistance are judged on a case-by-case basis. Our worst case scenarios are to have to refuse a legitimate request due to a lack of funds. Even with this annual drive we find ourselves in the position of having to decline assistance to individuals because our dedicated funds have been exhausted.

Chaplain:
Donald Ryan

Officer Of The Day
James L. Gray

Sergeant at Arms
Arthur D. Brownell

Lead Service Officer
Mortin E. Morin

Legislative Officer
William H. Blight

We will confirm permission with our supporters as soon as we have authorization to conduct the Forget-Me-Not Drive from the Town of Middleborough. It is necessary that we begin planning well in advance in order to ensure a smooth-running and successful fund raising event.

We appreciate your assistance in this matter as well as your continued support.

Sincerely,

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

Norman Willoughby, Quartermaster