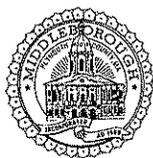


# **NEW BUSINESS**

**5-21-12**

*Incorporated 1669*  
*335 Years of Progress*



**CRANBERRY CAPITAL  
OF THE WORLD**



## Town of Middleborough

Massachusetts

### MEMORANDUM

508-947-0928

FAX 508-946-2320

Town Manager

TO: Board of Selectmen

FROM: Charles J. Cristello, Town Manager 

RE: Information Technology Budget Recommendations

DATE: May 17, 2012

Director of Management Information Systems Roger Brunelle will be retiring in October. As you know the Town has been exploring for some time a way to save costs while providing necessary Information Technology services. This has included the potential for the Town and School Department to share IT staff. This budget recommendation assumes that we will eliminate the position of Director of Management Information Systems upon Mr. Brunelle's retirement. Most of the duties of that position will be assumed by the Technology Services Administrator recently hired by the School Department. The Town IT staff will continue to work from the basement of Town Hall but will report to Ellen Driscoll, the School Department Technology Services Administrator. Interim School Superintendent Michael Malone and incoming Superintendent Roseli Weiss have both agreed to this consolidation.

Instead of hiring a Director of Management Information Systems this budget recommends that we hire an IT Administrative/Technical Assistant at a salary of \$39,560 to assist our IT Administrator Tara Pirraglia with the day-to-day demands on the department. This budget also adjusts the expense line-items to accurately reflect the costs of running the department. You will see a detailed breakdown of the major line-items to support this request.

The consolidation of the Town and School IT organizations was one of the recommendations of the Information Technology Assessment performed by the Collins Center at UMASS Boston. Consolidation was also endorsed by the IT Assessment Task Force appointed by the Board of Selectmen. The School Department recently received a Community Innovation Challenge Grant to purchase a help desk application for both Town and School IT departments to allow better response to computer users, which was also a recommendation of the Collins Center.

I believe this reorganization will better serve the Town and the staff that relies on IT support to do their jobs as well as save money at a time where the Town continues to face significant fiscal problems.

I will be happy to answer any questions you may have.

c. Superintendent Malone  
Finance Committee  
Department Heads  
Tara Pirraglia



**INFORMATION TECHNOLOGY**

**DEPARTMENT: 155**

**FY '13 OPERATING BUDGET REQUEST & RECOMMENDATION**

Account Number	FY11 EXPENDED	FY12 APPROPRIATED	FY13 ADDITIONAL	FY13 REQUESTED	Town Manager Recommended
<b>PERSONNEL</b>					
511115 REG. PAY ADMINISTRATOR ( 1 F/T )	68,865.02	67,565.68		67,565.68	67,565.68
511143 REG. PAY IT DIRECTOR ( 1 F/T )	89,853.55	88,158.10		36,281.00	36,281.00
511301 ADMINISTRATIVE TECHNICAL ASSISTANT	0.00	0.00	39,560.14	0.00	39,560.14
514600 LONGEVITY	775.00	875.00		400.00	400.00
<b>TOTAL PERSONNEL</b>	<b>159,493.57</b>	<b>156,598.78</b>	<b>39,560.14</b>	<b>104,246.68</b>	<b>143,806.82</b>
<b>PURCHASE OF SERVICES</b>					
524600 EQUIPMENT MTC.	14,736.03	6,580.00		17,370.00	17,370.00
524601 SOFTWARE MTC.	36,187.24	75,858.00		57,505.00	57,505.00
526900 OTHER MTC.	0.00	1.00		1.00	1.00
527400 EQUIPMENT LEASE	0.00	0.00		0.00	0.00
530400 DATA PROCESSING CONSULTANT	39,357.01	15,079.00		32,194.00	32,194.00
531401 INTERNET/SHIPPING SUPPORT	0.00	250.00		100.00	100.00
531402 ASSOCIATIONS	0.00	1.00		175.00	175.00
531500 TEMPORARY HELP	29,075.20	1.00		1.00	1.00
532200 TRAINING	0.00	145.00		2,340.00	2,340.00
534300 POSTAGE	0.00	185.00		1.00	1.00
<b>TOTAL PURCHASE OF SERVICES</b>	<b>119,355.48</b>	<b>98,100.00</b>	<b>0.00</b>	<b>109,687.00</b>	<b>109,687.00</b>
<b>CONSUMABLE SUPPLIES</b>					
542100 COMPUTER SUPPLIES	11,918.44	16,930.00		12,660.00	12,660.00
542500 PRINTING	1,795.35	12,200.00		6,482.00	6,482.00
542700 TOTAL CONSUMABLE SUPPLIES	<b>13,713.79</b>	<b>29,130.00</b>	<b>0.00</b>	<b>19,142.00</b>	<b>19,142.00</b>
<b>OTHER CHARGES &amp; EXPENSES</b>					
571000 IN STATE TRAVEL	247.00	1.00		1.00	1.00
573200 SUBSCRIPTIONS	195.00	1.00		1.00	1.00
<b>TOTAL OTHER CHARGES &amp; EXPENSES</b>	<b>442.00</b>	<b>2.00</b>	<b>0.00</b>	<b>2.00</b>	<b>2.00</b>
<b>CAPITAL OUTLAY</b>					
585200 NEW EQUIPMENT	1,290.30	1.00		1.00	1.00
585900 NEW SOFTWARE PROGRAMS	484.81	1,600.00		1.00	1.00
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,775.11</b>	<b>1,601.00</b>	<b>0.00</b>	<b>2.00</b>	<b>2.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>135,286.38</b>	<b>128,833.00</b>	<b>0.00</b>	<b>128,833.00</b>	<b>128,833.00</b>
<b>TOTAL DEPARTMENT</b>	<b>294,779.95</b>	<b>285,432</b>	<b>39,560</b>	<b>233,080</b>	<b>272,640</b>

New item(s) without a account number


Compensation Worksheet

DEPARTMENT						Information Technology			2013
EMPLOYEE LAST NAME	CLASSIF TITLE	WEEKLY PAY	SALARY FY2013	HOLIDAY PAY	ANNUAL PAY	LONGEVITY PAY	ANNUAL COMPENSATION		
Roger Brunelle	Information Technology Director	1,695	36,281		36,281	0	36,281		
Tara Pirraglia	Information Technology Administrator	1,299	67,566		67,566	400	67,566		

## Request For New Funding

**DEPARTMENT--** Information Technology

1) Short Description of need-

The Administrative/Technical Assistant was funded for 5 years and reduced for the last 4 due to budget reduction and not lack of workload.

2) Funding Amount Requested

<u>Line item #</u>	<u>Account Description</u>	<u>Amount</u>
511301	Administrative Technical Assistant	39,560

(Justify need and describe impact on service delivery, savings, productivity, revenue enhancement, etc)

3) Justification/Impact

This position is needed for the basic operation of the I.T. Department. The position handles most of the day-to-day minor activity, as well as the ordering of materials, supplies and maintenance of hardware for all departments. The I.T. Department is growing in responsibility each year and the staffing level to maintain the growth activity has not kept pace.

**Equipment  
Maintenance**

**524600**

**\$17,370.00**

Core Business Technologies	Multi-Funtion Printers	\$10,779.24	\$6,590.76	Savin Contracts
Integration Partners	CJIS Equipment	\$1,402.00	\$5,188.76	Police Equipment Contracts
Formax	Folding/Sealing Equipment	\$1,200.00	\$3,988.76	Maintenance Contract
Ockers	Small Business Printers	\$1,250.00	\$2,738.76	HP Repairs as needed 4-5
OCE	Large Format Printer/Copier	\$2,738.76	\$0.00	Maintenance Contract

**Software  
Maintenance**

**524601**

**\$57,505.00**

ESRI	GIS	\$6,800.00	\$50,705.00	Maintenance Contract
GT Soft	Tax Collections	\$2,200.00	\$48,505.00	Software Modification Contract
Information Management Corp.	Police	\$13,458.00	\$35,047.00	Dispatch Software Maintenance Contract
My Senior Center/Xavus	Council On Aging	\$1,040.00	\$34,007.00	Maintenance Contract
Real Estate Research Consultants	Assessors	\$1,200.00	\$32,807.00	Personal Property Program Maintenance Contract
TK Rose	Web Site	\$240.00	\$32,567.00	Web Site Hosting
Vision Government Solutions	Assessors	\$6,200.00	\$26,367.00	Appraising Package Maintenance Contract
Affiliated Computer Services	Financials/ Payroll/ Utility Billing/ Cash Register/ Purchase Order	\$17,037.00	\$9,330.00	Financials Maintenance Contract
IBM	P520 OS400	\$2,365.00	\$6,965.00	Operating System Maintenance Contract
Dell Marketing Bottomline Technologies	Backup/Virus Forms Management/ Archival	\$3,465.00	\$3,500.00	Entire Town Back-up/ Police Virus Software Maintenance Contract
		\$3,500.00	\$0.00	

**Data Processing  
Consultant**

**530400**

**\$32,194.00**

Complete IT Store	P520 Conversion	\$4,060.00	\$28,134.00	Upgrade of Operating System
LCN	I-Loop Network	\$1,000.00	\$27,134.00	Networking Connection to Fire Department offsite
GT Soft	Custom Programming	\$1,244.00	\$25,890.00	Refinement of Current Applications
TK Rose	Web Site	\$350.00	\$25,540.00	Web Site Modifications
Software Services Group	Exchange Database	\$3,500.00	\$22,040.00	Email Database Upgrade
Vision Government Solutions	Cama Database	\$2,040.00	\$20,000.00	Upgrade of Operating System
App Geo	GIS Database	\$20,000.00	\$0.00	Web-Based GIS Access

Computer Supplies

542500

\$12,660.00

Toners/Printheads/Fax Cartridges/Ink Cartridges

75 @ \$121/each \$9,075.00 \$3,585.00

Maintenance Kits

6 @ \$400/each \$1,800.00 \$1,785.00

Cables (Network); Equipment replacement parts, cleaning supplies, supplies (Moistening Cloths, Sealant Liquid); Data Storage Media (Memory Sticks, DVD Spools), Peripherals (Mouse, Keyboard)

Miscellaneous

\$1,785.00 \$0.00

# Printing

Paper

542700		\$6,482.00
8 1/2 X 11 20lb.		
135 Cases @ \$29/each	\$3,915.00	\$2,567.00
8 1/2 X 11 24lb.		
25 Cases @ \$33/each	\$825.00	\$1,742.00
8 1/2 X 11 3-hole		
30 Cases @ \$29/each	\$870.00	\$872.00
Large Format Rolls		
36X500 6 @ \$25/each	\$150.00	\$722.00
Specialty Forms		
W2s & 1099 Laser	\$722.00	\$0.00

APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL  
MIDDLEBOROUGH, MASSACHUSETTS

\*PLEASE SUBMIT PAYMENT WITH APPLICATION\*

DATE OF APPLICATION May 9, 2012

ORGANIZATION/INDIVIDUAL Northbrook Academy / Paul Hamisch

ADDRESS 40 N. Main Street

CITY, STATE, ZIP Middleboro MA TEL # \_\_\_\_\_

CO-APPLICANT (BARTENDING SERVICE) X

OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TEL # \_\_\_\_\_

DATE(S) OF EVENT May June 8 APPROXIMATE NUMBER OF PARTICIPANTS 100

(ATTACH SEPARATE SHEET IF NECESSARY)  
TIME OF DAY(S) REQUIRED 6:30pm TO 9:00pm

*Be sure to include any set-up or dismantling day(s)/time requirements.*

BRIEFLY DESCRIBE TYPE OF ACTIVITY Annual Graduation Ceremony with reception

ASSIGNED SPACE \_\_\_\_\_ MEETING ROOM  GRAND BALLROOM \_\_\_\_\_ GROUNDS If using grounds, will building access be required for sanitary facilities? \_\_\_\_\_

\*Note - There is no air conditioning available in the Grand Ballroom

Are you requesting a one-day alcoholic beverage license? NO. Licensing fee of \$ \_\_\_\_\_ plus \$100.00 required at time of application. This will be refunded if license denied prior to event or activity.

Food will be served \_\_\_\_\_ Name of Caterer \_\_\_\_\_ Telephone # \_\_\_\_\_  
\*If food is to be served, please contact the Health Department for the appropriate permits.

We expect to bring in the following additional equipment/furnishings decorations

Any required insurance policy/indemnification agreement must be attached to application.

Rental Deposit (Bond) \$500.00 Check # \_\_\_\_\_ (must be tendered with application and will be returned within two-weeks if no damage to building, grounds or equipment has been reported).

Rental Cost \_\_\_\_\_ One-day alcoholic beverage license fee \_\_\_\_\_ Personnel Cost \_\_\_\_\_ Total Cost \_\_\_\_\_

Name of Designated Town Official volunteering to perform security service Paul Hamisch

Signature of Volunteer \_\_\_\_\_

Application Approved by Board of Selectmen (date) \_\_\_\_\_ Fees Waived \_\_\_\_\_ Fees Due \_\_\_\_\_

I/we Northbrooke Academy hereby acknowledge return of our \$500.00 bond payment.

**APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL**

In connection with my/our planned use of the Town Hall and/or grounds, I/we hereby agree to the following:

I/we agree to abide by all conditions as set forth in this application and the rules and regulations as established by the Board of Selectmen.

I/we agree that no activities unrelated to this purpose will be conducted on the premises.

I/we agree to hold harmless and indemnify and defend the Town of Middleborough, its agents, servants, employees and volunteers from and against any and all claims for injury to any person and/or damage to or loss of any personnel property of any nature arising out of my/our contracted use of the property or facilities of the Town for this function and that which may occur outside of the Town Hall premises or arise from activities which occur on or about the Town Hall premises.

I/we agree to assume total responsibility for assuring that:

- a. the participants at the meeting/event will conduct themselves in a safe and orderly fashion;
- b. no dangerous or unlawful activities will take place on the premises or grounds;
- c. no Town or other property will be removed from the building or grounds;
- d. participants will confine themselves to the specified areas of the building and grounds designated for the event;
- e. participants will leave the building and grounds in a clean and orderly condition;
- f. the participants will promptly leave the premises at the time scheduled for their departure.
- g. participants will abide by all rules and regulations as established by the Board of Selectmen

I/we agree to refrain from placing signs or decorations anywhere on the premises except as specified below. And if allowed will not place or cause to be placed in contradiction to the rules and regulations.

---

I/we understand that Town employees and/or designated volunteers in attendance at the scheduled event/meeting, except as specified below, are there for the sole purpose of providing participants with access to the portion of the building and grounds that have been set aside for their use. If payment for custodial services has been made, please note here.

---

I/we agree to abide by all requests of Town employees and designated volunteers who are present at the event pertaining to the use of the building and grounds.

I/we hereby certify that no alcoholic beverages of any type will be consumed at the event/activity, unless authorized and appropriate licensing has been obtained in advance and as established by the rules and regulations.

I/we agree to provide a security deposit in the amount of \$500.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Board of Selectmen, I/we have fully complied with the terms of this Agreement and the Rules and Regulations.

I/we require/request use of the following

Chair set up \_\_\_\_\_ PA system/Podium set up \_\_\_\_\_ Piano \_\_\_\_\_

I/we agree to the following additional conditions:

---

---

The governing body of the renting organization named below met on \_\_\_\_\_ 201\_\_ and, a quorum being present, authorized the individual named below to sign this agreement. The minutes of that meeting, or a letter of authorization from the President of the renting organization, are attached to this agreement.

APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL

By signing below I/we acknowledge receipt of a copy of the rules and regulations and agree to abide by them and any other conditions established in this application.

<u>Paula Boyle, Northbrooke Academy</u> Authorized Signature of Organization	<u>Paula Boyle</u> Name ---Please Print
_____ Individual Signature	_____ Name---Please Print
_____ Signature of Owner -- Co-Applicant (Bartending Service)	_____ Business Name---Please Print

Original to be kept with security bond/deposit in the Selectmen's office. Two copies given to applicant (one for your records and the other given to the custodian/security personnel in charge of the event/activity.)



May 17, 2012

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

**RE: Transmittal of Contract Documents  
Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work**

Dear Mr. Bagas:

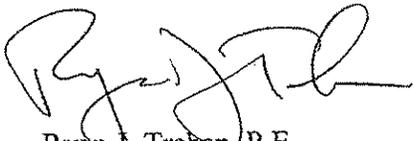
Enclosed are five sets of Contract Documents for the subject contract. All five sets have been properly prepared by Green Acres Landscape & Construction Co., Inc. and are ready for execution by the Board of Selectmen. Green Acres included insurance certificates indicate acceptable coverage.

Documents should be dated on pages 00500-2, 00610-1 and 00620-1 and signed by Town Counsel and the Town Accountant on page 00500-7. Please return one executed copy to this office and one to Green Acres. Retain three copies for your file.

Also enclosed is the Notice to Proceed. Please sign, date and send to Green Acres for acknowledgement. The date on the Notice should be the same as the date on page 00500-2.

Please feel free to contact me at (617) 657-0253 or [rjt@envpartners.com](mailto:rjt@envpartners.com) with any questions or concerns.

Very truly yours,  
Environmental Partners Group, Inc.



Ryan J. Trahan, P.E.  
Project Manager

enc.

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the Town of Middleborough, Massachusetts, acting by and through its Department of Public Works, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and Green Acres Landscape (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK, and as shown on the plans.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as completion of the **Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work.**

**ARTICLE 2. ENGINEER**

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, Massachusetts 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIMES**

3.1 In accordance with the project's Order of Conditions issued by the Town of Middleborough Conservation Commission, the successful bidder will be required to start after **July 9, 2012** but no later than **August 16, 2012**. Once mobilized, the successful bidder shall complete the work within **45 calendar days**. The Order of Conditions is included as Appendix B.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the

actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER fifteen hundred dollars (\$1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

3.3 DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall not exceed 15 percent.

#### ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the Bid Form attached to this Agreement:

Section 00300 BID FORM dated 4/25/12. The total of the Bid Proposal accepted by the Town is: One hundred thirty-three thousand Six Hundred Eighty-five dollars (\$ 133,685.<sup>00</sup>).

This amount includes all work described in Bid Items: 6.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. Equitable adjustment of the unit price bid in the proposal will only be considered if the actual quantity is greater than 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.

5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in paragraph 4.02. CONTRACTOR accepts the determination set forth in Section 00700, paragraph 4.02 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Proposal.
- 7.4 This Agreement.
- 7.5 Exhibits to this Agreement.
- 7.6 Performance, Payment, and other Bonds.
- 7.7 General Conditions EJCDC C-700, 2002 edition.
- 7.8 Supplemental General Conditions.
- 7.9 Specifications and Appendices as listed in table of contents thereof.
- 7.10 Drawings dated March, 2012 (with latest revisions) with each sheet bearing the following general title:

**Replacement of Tispaquin Street Fall Brook Culvert  
and Appurtenant Work  
Department of Public Works  
Town of Middleborough, MA**

7.11 Addenda numbers 1 to 1, inclusive.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

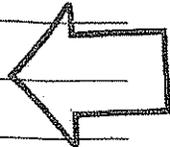
8.76 The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) AND (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General laws.

IN WITNESS HEREOF, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

FOR THE TOWN OF MIDDLEBOROUGH, MA

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

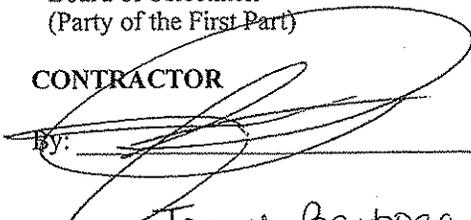
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SIGN  
HERE**

Board of Selectmen  
(Party of the First Part)

**CONTRACTOR**

By: 

TITLE: Joseph Barbosa - President  
Print or type name and title

TAX ID#: 04 - 3142648  
(Social Security # or FEID #)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Middleborough Town Counsel

\_\_\_\_\_  
Date

**CERTIFICATE PURSUANT TO GL C44 & 31C**

In accordance with M.G.L. C44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Board of Selectmen has been authorized to execute the contract and approve all requisitions and change orders.

BY \_\_\_\_\_  
Town Accountant

END OF SECTION 00500

**NOTICE OF AWARD**

TO: Green Acres Landscape & Construction Co., Inc.  
21 Malbone Street  
Lakeville, MA 02347

PROJECT DESCRIPTION: *Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work*

The Owner has considered the Proposal submitted by you for the above described Work on April 26, 2012 in response to its Invitation to Bid and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for Items totaling the amount of \$133,685.00.

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this 14th day of May, 2012

By Its Director of the Public Works:

Andrew Bages  
Andrew Bages

May 14, 2012  
Date

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged, this, the 16 day of \_\_\_\_\_

May, 2012

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

Title: President

**NOTICE TO PROCEED**

To: Green Acres Landscape & Construction Co., Inc.  
21 Malbone Street  
Lakeville, MA 02347

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

PROJECT: *Town of Middleborough*  
*Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work*

You are hereby notified to commence the Work in accordance with the Agreement dated \_\_\_\_\_ . In accordance with the Instructions to Bidders, you are to start work no earlier than **July 9, 2012** and no later than **August 16, 2012**, and shall complete all work, once mobilized, within **45 calendar days**. The date of completion for all work is therefore, \_\_\_\_\_.

**Town of Middleborough, Massachusetts**

By:  \_\_\_\_\_  
Director of Public Works

END OF SECTION 00550

SECTION 00610

PERFORMANCE BOND

Bond No. K0865234A

KNOW ALL MEN BY THESE PRESENTS,

That we, Green Acres Landscape & Construction Co., Inc., organized under the laws of the State of Massachusetts, and having a usual place of business in Lakeville, MA, as principals, and Westchester Fire Insurance Company, organized under the laws of the State of Pennsylvania, and having a usual place of business in Boston, MA, as surety, are are holden and stand firmly bound and obligated unto the Town of Middleborough, Massachusetts, as obligee, in the sum of One Hundred Thirty Three Thousand Six Hundred Eighty Five 00/100 (\$ 133,685.00 ) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said principal has, by means of a written agreement, dated \_\_\_\_\_, entered into a contract with the said obligee for the **Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work**, a copy of which agreement is attached hereto and by reference, made a part hereof.

**NOW, THEREFORE**, the conditions of this obligation is such that if the said principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on his part to be kept and performed, during the original term of said contract and any extensions thereof that may be granted by the Town of Middleborough, Massachusetts with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

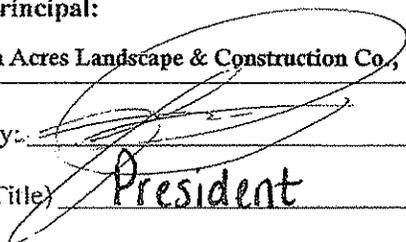
In the event that the work under said contract is abandoned by the principal, or is terminated by the Town of Middleborough, Massachusetts under the provisions of sections of said Contract, said surety hereby further agrees that said surety shall, if requested in writing by the Town of Middleborough, Massachusetts, take such action as is necessary to complete the work under said contract. And the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or to the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16<sup>th</sup> day of May in the year Two Thousand and Twelve.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

**Principal:**

Green Acres Landscape & Construction Co., Inc.

By: 

(Title) President

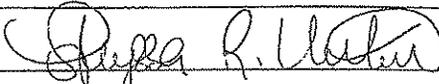
(SEAL)

21 Malbone Street Lakeville, MA

Address

**Surety:**

Westchester Fire Insurance Company

By: 

(Title) Alyssa R. Michael, Attorney-in-Fact

(SEAL)

508-235-2278

Telephone Number

866-700-6988

Fax Number

END OF SECTION 00610

Duplicate Original

SECTION 00620

PAYMENT BOND

Bond No. K0865234A

KNOW ALL MEN BY THESE PRESENTS,

That we, Green Acres Landscape & Construction Co., Inc. organized under the laws of the State of Massachusetts and having a usual place of business in Lakeville, MA, as principal, and Westchester Fire Insurance Company organized under the laws of the State of Pennsylvania and having a usual place of business in Boston, MA, as surety, are holden and stand firmly bound unto the Town of Middleborough, Massachusetts as obligee, in the sum of (\$ 133,685.00) Dollars lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has, by means of a written agreement, dated \_\_\_\_\_ entered into a contract with the said obligee for the **Replacement of Tispaquin Street Fall Brook Culvert and Appurtenant Work**, a copy of which agreement is attached hereto and by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

IN WITNESS WHEREOF, the above-bounded parties have hereunto set our hands and seals this  
16<sup>th</sup> day of May in the year Two Thousand Twelve.

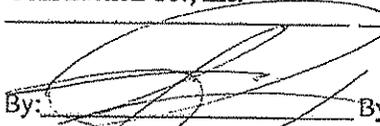
Important: Attach herewith proof of authority of officers or agents to sign Bond.

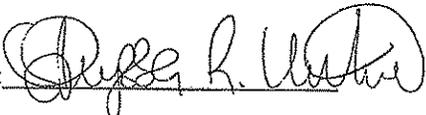
PRINCIPAL:

SURETY:

Green Acres Landscape &  
Construction Co., Inc.

Westchester Fire Insurance Company

By: 

By: 

(Title) President.

(Title) Alyssa R. Michael, Attorney-in-Fact

END OF SECTION 00620