NEW BUSINESS

7-1-13

Jacqueline Shanley

From: Jane Kudcey
Sent: Tuesday, June 25, 2013 10:09 AM
To: Jacqueline Shanley
Subject: BOS meeting

Hi Jackie,

I am applying for a Mass DOT South Coast Rail technical assistance grant to have SRPEDD provide technical assistance to the OECD for the purpose of re-establishing the affordable housing committee, Middleborough At Home.

This grant requires the signature of the CEO. Please put this on the agenda for the July 1 BOS meeting. I will have the document to you by tomorrow morning.

Thanks,

Jane

COMMONWEALTH OF MASSACHUSETTS
SOUTH COAST RAIL

SOUTH COAST RAIL

FISCAL YEAR 2014 TECHNICAL ASSISTANCE PROGRAM

Communities are invited to apply for Technical Assistance to advance the recommendations of the South Coast Rail Economic Development Corridor Plan (Corridor Plan). The planning assistance will be provided primarily by staff from the Regional Planning Agencies (RPAs). You may apply for up to two separate projects, but a maximum of one project will be funded per community.

Communities should consult with their RPA prior to submitting an application for Technical Assistance to ensure that the proposed work supports the advancement of a Priority Development Area or Priority Protection Area as identified in the Corridor Plan. Applications are due by June 30, 2013.

SECTION I. APPLICANT INFORMATION

Municipality: Town of Middleborough
Contact Name: Jane Kudcey
Contact Title: Acting Director, Office of Economic and Community Development
Street Address, Zip Code: 20 Center St., 02346
Phone: (508) 946 - 2402
Email Address: JKudcey@Middleborough.com

SECTION II: PROJECT INFORMATION

Project Title: _Middleborough Affordable Housing Technical Assistance

Project Goals and Description:

The Town of Middleborough is requesting technical assistance to support and empower its affordable housing committee to better advocate and effect change. The goal is to improve the Town's inventory of affordable housing inventory in keeping with Gov. Patrick's initiative of producing 10,000 housing units. In 2009, through the generosity of Citizen's Housing and Planning Association (CHAPA), the Middleborough Office of Economic and Community Development (OECD) had created an affordable housing Committee, Middleborough At Home (MAH) to review policies and procedures and advocate for affordable housing programs. The MAH Committee consists of representatives from the Disabilities Commission, a non-profit

Economic Development Corporation, the Housing Authority and the Veterans Affairs Office. Unfortunately, the Committee has become dormant due to the untimely death of the OECD Director in September, 2011. Since that time, the OECD has been staffed by one individual and lacked the resources to continue the Committee's work. With assistance from CHAPA, the OECD is collaborating with The Neighborhood Corp., a community housing development organization to revitalize this Committee to become active advocates by educating them on current tools to promote affordable housing that is consistent with Smart Growth principles. The OECD is requesting South Coast Rail (SCR) technical assistance to educate this committee on zoning tools, such as Compact Neighborhoods, inclusionary zoning and the new 43D for Housing initiatives. Once informed of these tools, it is expected that MAH will select an initiative, promote it and assist the Town in its implementation. Furthermore, it is also expected that MAH will select potential sites for development/redevelopment and will advocate for specific projects.

SECTION III. PLANNING AHEAD FOR GROWTH

Does this project advance the goals of a Priority Development or Priority Protection Area? Please circle one:

__X__Yes ____No

If Yes, please identify the Priority Development or Priority Protection Area:

Area Name: _Downtown Middleborough_____

Please indicate if the Area mentioned above was designated a Priority Development or Priority Protection Area at the regional or state level:

___Regional ____State __X__Both

Please explain how Technical Assistance will advance the municipality's goals for the Priority Development or Protection Area:

The downtown PDA has been targeted for economic development due to the fact that it is densely populated commercial and residential area, with a high concentration of mixed use and multifamily housing. This is a pedestrian district that includes shops, churches, the library, police and fire station and Town recreational facilities. The commercial downtown area has suffered since the introduction of malls in the area and remains a depressed area. This area also includes the largest population of low-moderate income households and contains the oldest housing stock in Middleborough.

The OECD has been instrumental in creating and maintaining affordable housing in Middleborough. Since 1998, the OECD has been awarded several grants from the DHCD for the creation of 25 affordable units above commercial buildings in the downtown. The OECD also has been awarded Community Development Fund Grants in 2002, 2005 and 2010 to manage a Housing Rehabilitation Program where over 100 LMI households were assisted with home repairs. Since 2005, the Housing Rehabilitation Program has focused on the Downtown Target Area. It is expected that MAH will focus on continuing to address the needs of this area through the implementation of zoning incentives.

Does this application support the reuse or redevelopment of a previously developed site?

__X__Yes ____ No ____Not Applicable

Does this application support development containing a mix of residential and commercial uses?

___X_Yes ____No ____Not Applicable

Does this application support the development of new housing with a residential density of at least four units to the acre?

__X__Yes ____No ____Not Applicable

Does this application support the preservation of currently unprotected land?

__X__Yes ____No ____Not Applicable

Please describe how the proposed project advances the Smart Growth recommendations from the Corridor Plan (available at: www.mass.gov/southcoastrail):

With SCR Technical assistance, the MAH Committee will advance Smart Growth by researching appropriate zoning tools and incentives to bring about expanded housing opportunities to meet the needs of Middleborough residents. MAH will be advocating for appropriate tools, such as 43D for housing which will develop clearer, predictable and timely permitting for affordable housing. MAH will also be instrumental in advocating for developments in the downtown PDA that will include the re-use of existing sites.

Please describe the actions your community will take to help ensure the success of this project (e.g. for zoning proposals that need Town Meeting approval, will you host forums or workshops in support of the bylaw or other outreach activities?):

The OECD will be responsible for coordinating the MAH meetings and will work with SRPEDD on producing the educational materials in conjunction with the Neighborhood Corp. The OECD has been hosting workshops since 1998 and will take the lead hosting educational forums and will reach out to the local media. The OECD and MAH have many affiliations in Town and will use these resources as well for outreach.

SECTION IV. TECHNICAL ASSISTANCE

Please contact your RPA if you require assistance with this section.

Does this application support work previously advanced with Technical Assistance funding?

____Yes __X__ No

If Yes, please describe how previous work will be advanced:

SECTION V. SOUTH COAST TASK FORCE INFORMATION

South Coast Task Force Member from your Municipality
Name: Ruth Geoffroy
Title: Director
Organization: Middleborough Planning Department
Phone: (508) 946 - 2425
Email Address: rgffry@middleborough.com

SECTION VI. CERTIFICATION OF CHIEF ELECTED OFFICIAL AUTHORIZATION

I hereby confirm that I am duly authorized to submit this application on behalf of the municipality.

Name:
Title:

Signature _____ Date _____

Applications are due on June 30, 2013. Please return applications via email or mail to:

Jean C. Fox South Coast Rail Project Manager MassDOT 10 Park Plaza Boston, MA 02116 Email: jean.fox@state.ma.us Phone: 857-368-8853	and	Victoria Maguire State Permit Ombudsman EOEHD 1 Ashburton Place, Room 2101 Boston, MA 02132 Email: Victoria.maguire@state.ma.us Phone: 617-788-3649

Please consult with your RPA prior to submitting application.

Window
to the World

Middleborough Public Library
102 North Main St., Middleborough, MA 02346

Danielle M. Bowker
Director

June 19, 2013

Board of Selectmen
Town Hall
Middleborough, MA 02346

Dear Members,

On behalf of the Board of Library Trustees, I would like to thank Selectman John Knowlton for his service on as a Trustee. The Board has met with several individuals who expressed an interest in filling the current vacancy. They would like to submit the following name for appointment to our Board.

Mrs. Sherri Hartlen-Neely
15 Pine St., Middleborough

This term will expire on June 30, 2014.

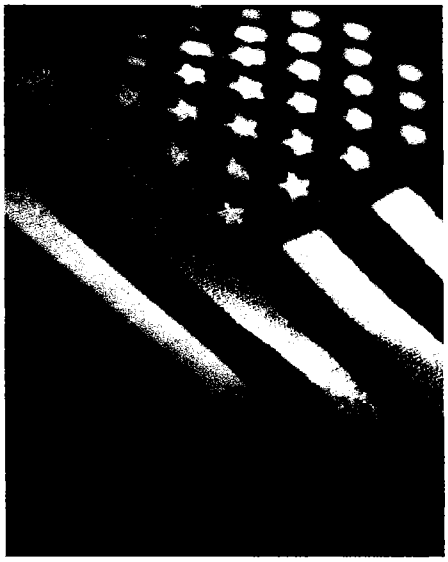
Thank you for your consideration.

Sincerely,

Danielle Bowker

Danielle M. Bowker
Library Director

(508) 946-2470 • Fax (508) 946-2473 • midlib@sailsinc.org



June 19, 2013

Board of Selectmen
Town of Middleborough
10 Nickerson Ave
Middleborough MA 02346

Dear Selectmen,

The North Middleborough Fourth of July Parade Committee requests permission to hold the 82nd annual Fourth of July Parade on **Thursday, July 4, 2013.**

The parade will commence at 10:00AM from the Pratt Free School on the Titicut Green, march down Plymouth Street, crossing Rte 18, turning at Titicut Street and returning back up Plymouth Street to the Pratt Free School.

As usual, we are requesting permission to sell Parade Tags in order to offset the growing costs of paid marching units.

The committee wishes to extend an invitation to the Selectmen to participate in the parade as well.

You may direct any questions to me: cell 857-998-7591, or email royheatherholmes@msn.com, or Roy Holmes at 508-947-5850.

Thank you.

Heather Holmes
North Middleborough Parade Committee
5 Clay Street
No. Middleborough MA 02346

LEONARD E. SIMMONS
SENIOR MULTI-SERVICE CENTER

Middleborough Council On Aging
558 Plymouth Street, Middleborough, MA 02346

Andrea M. Priest
Executive Director

508-946-2490
508-946-2489 (FAX)
508-946-4446 (TDD)

June 12, 2013

Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Dear Chairman McKinnon ,

My appointment to the Council on Aging Board of Directors expires November 1, 2013.

This letter is notification that I wish to continue in my duties as a board member on the Council on Aging Board of Directors.

I am requesting this now so that I can get in line with the fiscal year request for all town board and committee appointments beginning July 1, 2013. This is a three year appointment.

Respectfully yours,

Geoffrey Hebert

Mr. Geoffrey Hebert
167 Centre Avenue
Middleborough, MA 02346

LEONARD E. SIMMONS
SENIOR MULTI-SERVICE CENTER

Middleborough Council On Aging
558 Plymouth Street, Middleborough, MA 02346

Andrea M. Priest
Executive Director

508-946-2490
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June 12, 2013

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Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

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I am requesting this now so that I can get in line with the fiscal year request for all town board and committee appointments beginning July 1, 2013. This is a three year appointment.

Respectfully yours,

Robert K Burke

Mr. Robert Burke
2505 Fox Run
Middleborough, MA 02346

LEONARD E. SIMMONS
SENIOR MULTI-SERVICE CENTER
Middleborough Council On Aging
558 Plymouth Street, Middleborough, MA 02346

Andrea M. Priest
Executive Director
508-946-2490
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June 12, 2013

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Town of Middleborough
10 Nickerson Avenue
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I am requesting this now so that I can get in line with the fiscal year request for all town board and committee appointments beginning July 1, 2013. This is a three year appointment.

Respectfully yours,

Arthur Turcotte

Mr. Arthur Turcotte
840 Center Street
Middleborough, MA 02346

LEONARD E. SIMMONS
SENIOR MULTI-SERVICE CENTER
Middleborough Council On Aging
558 Plymouth Street, Middleborough, MA 02346

Andrea M. Priest
Executive Director
508-946-2490
508-946-2489 (FAX)
508-946-4446 (TDD)

June 12, 2013

Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

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I am requesting this now so that I can get in line with the fiscal year request for all town board and committee appointments beginning July 1, 2013. This is a three year appointment.

Respectfully yours,

James W. Waite

Mr. James Waite
5 Purchade Street
Middleborough, MA 02346

Jacqueline Shanley

From: Lance Benjamino
Sent: Wednesday, June 19, 2013 3:35 PM
To: Jacqueline Shanley
Subject: RE: Chris McGuinness Walk & St. Vincent DePaul Walk

No concerns

Lance Benjamino
Chief of Department
Middleborough Fire Department
125 North Main Street
Middleborough, MA 02346
firechief@middleborough.com

From: Jacqueline Shanley
Sent: Tuesday, June 18, 2013 3:29 PM
To: Lance Benjamino; Chief Bruce Gates
Subject: Chris McGuinness Walk & St. Vincent DePaul Walk

Good Afternoon,

Please see attached & advise of any concerns, objections, or requirements.

Thank you!

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Monday, June 24, 2013 2:49 PM
To: Jacqueline Shanley
Subject: RE: Chris McGuinness Walk & St. Vincent DePaul Walk

Jackie,
These are annual events that we have had no issues with.
Bruce

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Tuesday, June 18, 2013 3:29 PM
To: Lance Benjamino; Chief Bruce Gates
Subject: Chris McGuinness Walk & St. Vincent DePaul Walk

Good Afternoon,

Please see attached & advise of any concerns, objections, or requirements.

Thank you!

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Tom and Kathy McGuinness
14 Cooney Lane
Middleborough, MA

June 16, 2013

To Whom It May Concern:

At 11:00 am on Sunday September 22, 2013 we would like to hold our 8th annual 2 mile walk, in our sons memory to raise money for the Progeria Research Foundation. This is a non-profit organization. Kris was a pre-school student at the Dr Lincoln D. Lynch School. The walk would start and finish at the Memorial Early Childhood Center. The route has sidewalks and is mainly on the side streets surrounding the school.

We will be putting up posters and advertising for the walk. We hope to have around 200 walkers. We are also requesting permission to place a banner announcing the walk on the Town Hall front lawn from Sept7, 2013,thru Sept23, 2013. We have a wooden frame that holds the banner and we place cinder blocks on the base of the frame to support it. The banner is 3 ft. by 6 ft. long.

The route will be as follows:

Start at Memorial Early Childhood Center (219 N. Main St.)
Left on Main St.
Right on Centre St.
Right on Forest St.
Right on Frank St.
Straight on Pierce St.
Left on School St.
Right on Barrow St.
Finish back at the MECC

If you need more information please call us at home (or call Tom at work

Thank You,

Tom + Kathy McGuinness

Tom and Kathy McGuinness

14 Cooney Ln.
Middleboro, MA. 02346

St. Vincent de Paul Society

St. Margaret Mary Alacoque Conference
P.O. Box 1381, 340 Centre Street, Middleborough, MA 02346
508-947-1717

June 17, 2013

Mr. Stephen McKennon, Chairman
Board of Selectmen
10 Nickerson Avenue
Middleboro, Ma 02346

Dear Mr. McKennon;

The St Vincent de Paul Food Pantry is seeking approval to conduct a charity race/walk fund raiser. All funds raised by this event will remain in our local community and benefit the many needy families living here.

Our intention is to hold this race/walk at 10:00 A.M. on Sunday, September 29th, 2013. We are seeking permission to stage this event from the John T. Nichols Middle School at 112 Tiger Way. This proposal has been presented to the office of the superintendent of schools who approved the use of the school and reserved this date for us. We acknowledge there would be the usual and customary fees to have the school open for restroom purposes, staff considerations, etc. and we are in contact with them regarding the insurance liability as we did last year.

I have enclosed a map depicting the proposed route the participants would, essentially proceed down Tiger Way, up Wood Street, onto Sachem St, onto Wareham St and back to Wood Street and return to the Nichols Middle School.

The race portion would be an officially timed event; the walk segment would be a relatively leisurely stroll for the majority of our walking participants. This is our second attempt at this particular type of fund raiser; last year we had approximately 225 participants in spite of the cold rain which occurred that day. We anticipate a slightly large turnout for the second year, weather permitting.

This is essentially the same plan which was submitted and approved by the Fire department, the Police department and the Board of Selectmen in 2012.

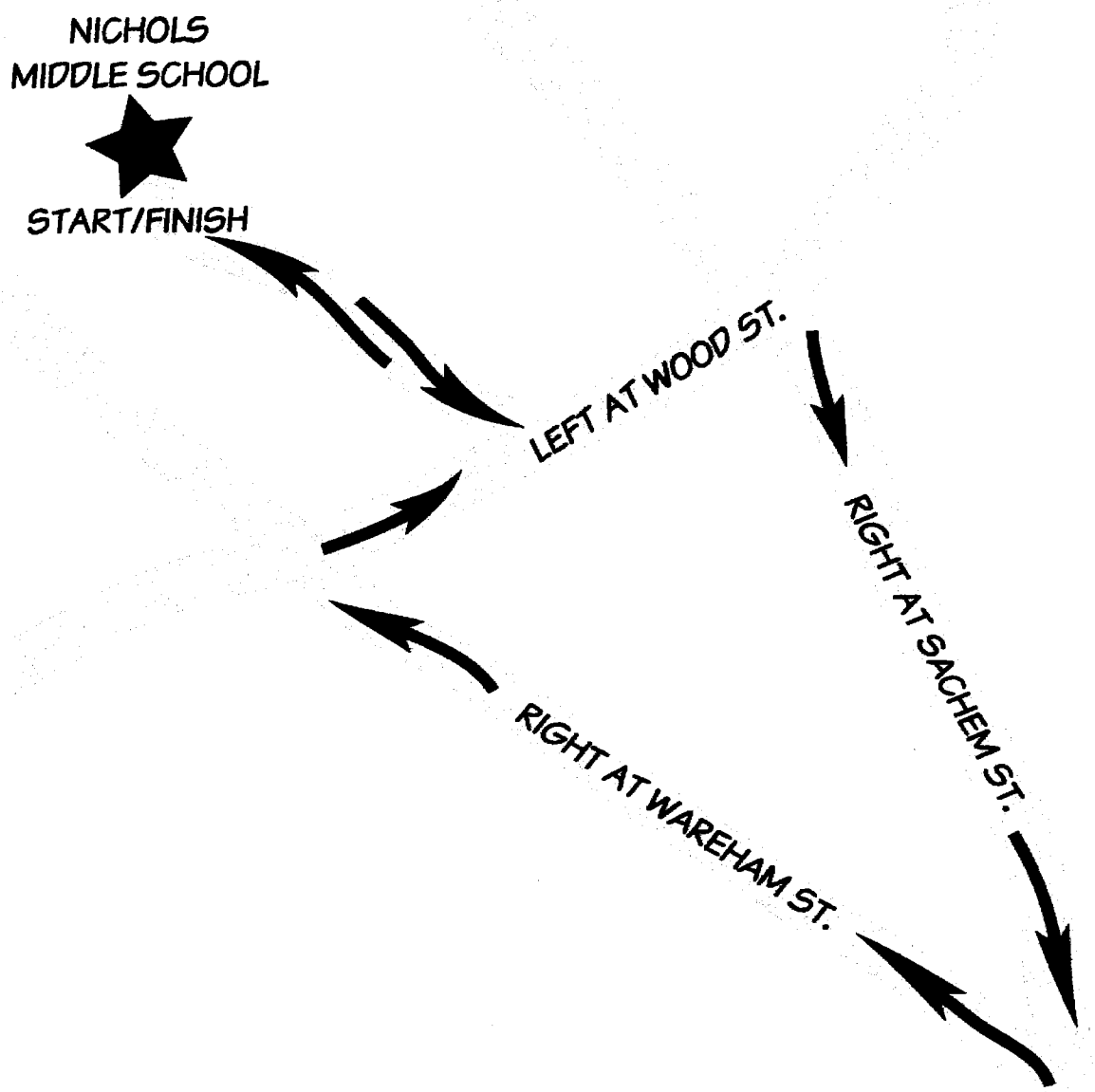
Thank You,

Richard Amber

Richard Amber

Cc: Mr. Bruce Gates, Chief of Police Department
Mr. Lance Benjamino, Chief of Fire Department

Food Pantry 5K Run/Walk



Selectmen:

For clarification, W.L. Byrne, Inc. paid the $1,600 for this winter, specifically for, January, February & March because, based on the agreement reached in 2003, eight years have passed, causing the waiver of their fees to expire.

They, however, continue not to work (remove earth) during the winter months of January, February, & March, and therefore, are **asking the Board to consider continuing waiving "inspection fees" for those months.**

If the Board approves their request, **they <u>also</u> <u>ask</u> that the $1,600 paid to the Highway department in April be applied to April, May, & June.**

Jackie

W.L. BYRNE, INC.
BYRNE SAND AND GRAVEL CO., INC.
READY-MIX CONCRETE

210 Wood Street • Middleboro, MA 02346 • 508-947-7261 • Fax 508-947-7090
bsandg@verizon.net • www.byrnesandandgravel.com

June 27, 2013

Town of Middleboro

Board of Selectmen

Fax# 508-946-0058

Dear Board:

Please see attached letter from the Board waiving payment of inspection fees for the January to March period or winter months for every year. We are requesting the Board continue this practice going forward.

We sent check# 5276 for $1600.00 to the Highway Dept. with a letter requesting the check be credited to the 2nd quarter of 2013. The check has been cashed and if possible we would still like it credited to the April to June period.

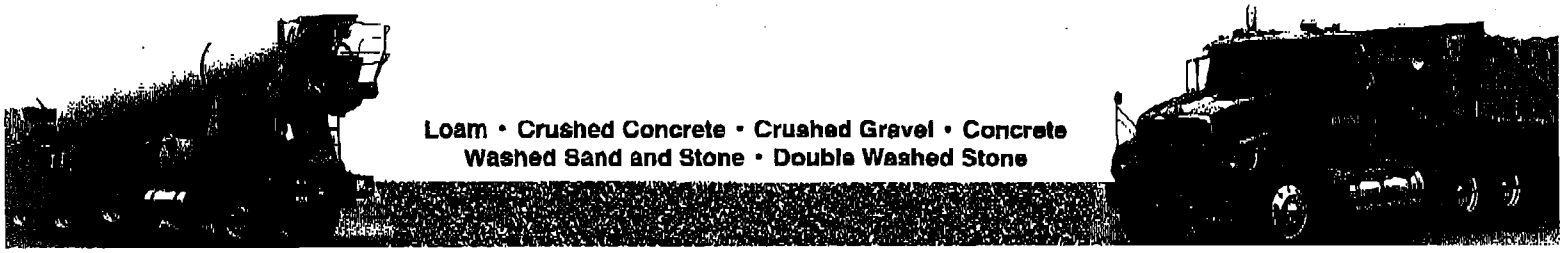
Thank you for your consideration.

Sincerely,

Susan J Byrne

Susan J Byrne

Treas.



CRANBERRY CAPITAL OF THE WORLD

Phone: 508-946 2405
Fax: 508 946 0068

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN
Wayne C. Perkins
Marsha L. Brunelle
Frederick E. Hayes, Jr.
Patrick E. Rogers
James W. Wilcsten

December 29, 2003

Mr. William Byrne
Byrne Sand & Gravel
210 Wood Street
Middleboro, MA 02346

RE: Sachem Street

This is to confirm the agreement reached between you and the Middleborough Board of Selectmen.

The Board's original agreement was for you to recover $9,000 of the $14,450 expense of paving Sachem Street through waivers of Earth Removal Inspection Fees.

At their meeting on Monday, November 17, 2003 the Board voted to amend the Agreement to include an additional $5,500 for 250' of further paving.

Based upon your recent requests, the amended Agreement would cover eight (8) 9-month years.

Should you take any earth under the permit during the Winter months in any of the next eight (8) years, you will pay $600.

Please contact this office if you need any further information.

Sincerely,

Wayne C. Perkins, Chairman
BOARD OF SELECTMEN

cc: Board of Selectmen
Town Manager

* Fees are waived for 1st year of 5-9-11 E.R. Permit.
This will be the final year of the waiver.
Jackie

613

LICENSE APPLICATION

Date June 11, 2013

Name of Business Watch Me Grow

Name of Applicant/Petitioner Michael Brownell Jr

Address/Location for Permit Use 51 Center St

Assessor's Map and Lot# for Permit Use 50 P (Map#) 6215 (Lot#)

Address of Applicant/Petitioner 22 School St 2nd Flr Mdbo Ma 02346

F.I.D. # of Applicant/Petitioner

Email Address watchmegrowshop@yahoo.com

Hours of Operation Tuesday – Saturday 10 am – 4 pm

Please provide description of merchandise for sale maternity through preteen secondhand clothes and items

Signature of Applicant

TO: TREASURER/COLLECTOR
FROM: SELECTMEN'S OFFICE

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

Does this Property Owner/Petitioner/Applicant owe taxes/municipal charges: no
(Yes or No)

Signed: _____
(Treasurer/Collector)

CRANBERRY CAPITAL
OF THE WORLD

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

Town of Middleborough

Massachusetts

Board of Selectmen

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 6/21/2013
NAME OF **APPLICANT** Bill Seckinger
ADDRESS OF APPLICANT 13 Harding St. Lakeville
ASSESSORS MAP & LOT
DAYTIME TELEPHONE 508-923-0505

NAME OF **BUSINESS** Mockey's Liquor
OWNER OF PROPERTY TO BE LICENSED Bill Seckinger
ADDRESS OF PROPERTY TO BE LICENSED 200 Oak Point Drive
ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand ____
Class I Automobile Dealer License ____
Class II Automobile Dealer License ____
Class III Automobile Dealer License ____
Entertainment ____

WRPD ____
Earth Removal Permit ____
Liquor License One-Day
Other Full Liquor

Anticipated Start Date for Business: 8-24-2013
Days & Hours of Operation: 6:00 pm to 11:00 pm
Days/Hours/Description for Entertainment Fundraiser of High School

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:
Yes at 200 Oak Point Drive

Signature Bill Seckinger

DATE OF HEARING: _____ APPROVED/DENIED

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

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? N/a

CRANBERRY CAPITAL
OF THE WORLD

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

Town of Middleborough

Massachusetts

Board of Selectmen

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 6/21/2013
NAME OF **APPLICANT** Bill Seckinger
ADDRESS OF APPLICANT 13 Harding St. Lakeville
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-923-0505

NAME OF **BUSINESS** Muckey's Liquor
OWNER OF PROPERTY TO BE LICENSED Bill Seckinger
ADDRESS OF PROPERTY TO BE LICENSED 200 Oak Point Drive
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand ____
Class I Automobile Dealer License ____
Class II Automobile Dealer License ____
Class III Automobile Dealer License ____
Entertainment ____

WRPD ____
Earth Removal Permit ____
Liquor License One-Day
Other full Liquor

Anticipated Start Date for Business: 9-21-2013
Days & Hours of Operation: 5pm to 11:00 pm
Days/Hours/Description for Entertainment Dinner Dance for Home owners

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain: Yes 200 Oak Point Drive

Signature Bill Seckinger

DATE OF HEARING: _____ APPROVED/DENIED

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

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? n/a

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

FOR THE PROJECT KNOWN AS:

TOWN OF MIDDLEBOROUGH POLICE STATION PROJECT

The following provisions shall constitute an Agreement between the Awarding Authority, the Town of Middleborough, acting by and through its Town Manager, hereinafter referred to as "Awarding Authority", with an address of: Town Manager, Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 and Daedulus Projects Incorporated with a usual place of business located at 112 South Street, Boston, MA 0211, hereinafter referred to as "Project Manager", effective as of the date of the Notice to Proceed from the Owner. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1. Generally.

1.1.1. The Project Manager shall initially perform the Scope of Services described on Attachment A as the "Design and Construction Procurement Phase" items B.1 to B. 14 (Phase 1) of the Project. If, upon completion of Phase 1, the Awarding Authority decides to enter into a written Amendment of this Agreement to authorize the Project Manager to perform Project Management Services on the Construction Phase, Project Closeout and Move-In Phase and the Post- Construction Phase of the Project, as described on Attachment A (Phase 2), the Awarding Authority shall provide the Project Manager with a Notice to Proceed to perform the Phase 2 Services.

1.1. 2. The Project Manager shall be the Awarding Authority's Owner's Project Manager as described in G.L.c. 149 Section 44A ½.

1.1. 3. In providing the Project Management Services, the Project Manager shall endeavor to maintain a harmonious and effective working relationship with the Project Designer and the Contractor.

ARTICLE 2: AWARDING AUTHORITY'S RESPONSIBILITIES

2.1. Unless otherwise provided by the Awarding Authority in writing, the following person is hereby designated as the Awarding Authority's representative for this Project: Charles Cristello, Town Manager.

2.2. The Awarding Authority intends to retain a professional design firm to design the Project (the "Designer") and one or more general contractors to construct the Project (the "Contractor").

2.3.3 The Project Manager shall not be responsible for the design or construction of the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1. The Project Manager shall perform the Project Management Services in a prompt and expeditious manner, generally consistent with the following schedule:

Phase 1	Pre-Design, Design and Procurement of Construction Bids 9 months
Phase 2	Construction Administration, Close-Out, Post Construction (term to be determined)

3.2. If the performance of services is delayed at any time in the commencement or progress of the Work, by an act or event beyond the Project Manager's ability to control, the Project Manager may submit a written request to the Awarding Authority for a reasonable extension of time to perform its services under this Agreement.

ARTICLE 4: COMPENSATION

4.1.1. In consideration of the performance of the Phase 1 Project Management Services, the Awarding Authority shall pay the Project Manager the amount of $60,000, as proposed on Daedulus' June 13, 2013 letter attached hereto.

4.1.2. If the Awarding Authority authorizes the Project Manager to perform Phase 2 Project Management Services during Construction, Close-Out and Post-Construction stages of the Project, the Awarding Authority shall pay the Project Manager an amount of $180,000.

4.2. The Project Manager shall only be entitled to reimbursement for expenses if it obtains the prior written approval of the Awarding Authority before incurring such expenses.

4.3. If, through no fault of the Project Manager, the Awarding Authority requests the Project Manager to perform "Additional Services" to those described in this Agreement, the Project Manager shall first obtain the Awarding Authority's written approval of such Additional Services. If Additional Services are authorized, the Awarding Authority shall pay the Project Manager for those Additional Services based on the hourly rates set forth on Daedulus' June 13, 2013 letter, unless another method of compensation is agreed upon by the parties in writing. Such rates shall include all salary, benefits, overhead and profit related to the Additional Services.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any Additional Services requested and authorized by the Awarding Authority and the Project Manager shall provide such other information as the Awarding Authority may reasonably request, prior to undertaking such Additional Services.

4.5. Records of any reimbursable expenses or Additional Services provided under this Agreement and other cost information requested by the Awarding Authority relating to the services performed under this Agreement, shall be made available to the Awarding Authority upon reasonable request.

4.6. The Project Manager shall submit monthly to the Awarding Authority applications for payment for the services that have been performed on the Project, during the preceding monthly period.

4.7. Payment shall be made by the Awarding Authority to the Project Manager, within thirty (30) days after the application for payment is received by the Awarding Authority, for services performed in accordance with this Agreement.

ARTICLE 5: AGREEMENT DOCUMENTS

5.1. The following documents are incorporated by reference into this Agreement and those documents shall be considered part of the Agreement:

1. The Agreement.
2. Amendments to the Agreement.
3. Attachments to the Agreement.

In the event of conflicting provisions among the documents listed above, the conflicting provisions shall be interpreted in the manner most favorable to the Awarding Authority, provided that the Awarding Authority and the Project Manager shall endeavor to negotiate and resolve any conflicts that may arise.

ARTICLE 6: TERMINATION

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with written notice of any of the following reasons:

1. Failure of the Project Manager to fulfill, in a timely and proper manner, its obligations under this Agreement.
2. Violation of any material provision of this Agreement by the Project Manager.
3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement or misuse of funds, with regard to any funds or services provided under this Agreement.

6.2. The Awarding Authority may terminate this Agreement without cause and for its convenience, upon thirty (30) days prior written notice to the Project Manager.

6.3. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, the Project Manager may provide written notice to the Awarding Authority of such failure, and if the Awarding Authority has not cured such failure within thirty days of receipt of such notice, the Project Manager may terminate this Agreement.

6.4. If the Awarding Authority fails to perform any of its material obligations other than as provided in Section 6.3, the Project Manager may provide written notice of such failure to the Awarding Authority, and if the Awarding Authority has not cured such failure within thirty (30) days after receipt of such notice, the Project Manager may terminate this Agreement.

6.5. In the event of a termination of this Agreement under paragraphs 6.2., 6.3., or 6.4., the Project Manager shall be compensated for all services satisfactorily performed prior to the effective date of such termination, subject to any claims of the Awarding Authority against the Project Manager. In no event shall the Project Manager have any claim for lost profits against the Awarding Authority, as a result of a termination of this Agreement.

ARTICLE 7: INDEMNIFICATION

7.1. The Project Manager agrees to indemnify, defend, and hold harmless the Awarding Authority, its departments, officials and employees from any claims, damages, causes of actions, losses, expenses, including attorneys' fees, to the extent such claims, damages, causes of action, losses, and expenses are based on or arise out of intentional or negligent acts or omissions of the Project Manager or its consultants or agents. The indemnification obligation of the Project Manager is in addition to, and not a limitation of, any other right or remedy otherwise available to the Awarding Authority under this Agreement and at law.

7.2. The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS

8.1. The compensation provided to the Project Manager under this Agreement shall be subject to the availability and appropriation of funds by the Town of Middleborough. At the time this Agreement is entered into, the Town of Middleborough only has funding to cover the Project Management Services for

Phase 1. The Project Manager shall not perform any services beyond Phase 1 except to the extent authorized by the Awarding Authority in writing.

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW

9.1. The Project Manager shall provide all Project Management Services with reasonable diligence, and in a manner: (i) that is expeditious, and economical based on the provisions of this Agreement, and (ii) that demonstrates an understanding of the established schedule, budget and other Awarding Authority objectives for the Project.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes and regulations and in accordance with sound project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with the terms of all governmental approvals in connection with the performance of its Services under this Agreement.

9.4. Standard of Care – The Project Manager shall perform the services required under this Agreement in accordance with the degree of care and skill ordinarily exercised under similar circumstances by an Owner's Project Manager on a public construction project in Massachusetts.

ARTICLE 10: ASSIGNMENT

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS

11.1. All amendments or any other changes to the provisions of this Agreement shall be made in writing, signed by the Awarding Authority and the Project Manager.

ARTICLE 12: INSURANCE

12.1. The Project Manager shall provide at its own expense and maintain during the term of this agreement insurance policies which cover the Project Manager's and its agents' activities connected to this Agreement, issued by responsible insurers satisfactory to the Awarding Authority and licensed to do business in the

Commonwealth of Massachusetts. All insurers must have a rating of A- or better, as determined by A.M. Best Co.

12.2. The Project Manager shall provide the Awarding Authority with a Certificate/s of Insurance demonstrating that the Project Manager has obtained the following insurance coverage:

(a) **Professional Liability:** $1,000,000 per Claim
$ 1,000,000 Policy Aggregate Limit

Coverage shall be maintained for a period of at least six (6) years after the date of final payment by the Awarding Authority to the Project Manager or the date of completion of the services provided hereunder, whichever is later.

(b) **Commercial General Liability ("CGL")**
$ 1,000,000 General Aggregate Limit per Project/Location
$1,000,000 Each Occurrence

(c) **Business Automobile Liability:**
$1,000,000 Each Accident – Single Limit for all owned, hired and non-owned autos.

(d) **Workers' Compensation/Employer's Liability:**
The Project Manager shall provide coverage for MA statutory Worker's Compensation.

12.3. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages are in force shall be filed with the Awarding Authority prior to the execution of this Agreement and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and expiration dates of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

ARTICLE 13: DOCUMENTS AND DELIVERABLES

13.1. All documents, plans, drawing, reports and data ("Documents") prepared by the Project Manager under this Agreement, all Documents received by the Project Manager in connection with this Agreement, and all Documents delivered to the Awarding Authority by the Project Manager under this Agreement, shall become the property of the Awarding Authority.

ARTICLE 14: NOTICE

14.1 All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone, email or facsimile, but shall be followed by notice in writing in the manner set forth above, as soon as practicable.

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to resolution by Plymouth County Superior Court, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1. It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority.

16.2. The Project Manager's key employees assigned to the Project shall be experienced in projects similar in size, scope and complexity to the Project. Each such employee shall be appropriately licensed, certified and qualified by training and experience in their respective fields. The Awarding Authority may require replacement of any employee assigned to the Project by the Project Manager, if such employee fails to properly perform its work in accordance with the terms of this Agreement.

16.3. The Project Manager shall not assign to the Project any employees or replacement employees to the Project, if the Awarding Authority has reasonable objection to the qualifications of those employees.

16.4. The Owner may request the Project Manager to provide a representative at the Project site to be the Clerk of Works during construction. The Project Manager and the Awarding Authority shall agree to the hours that the Clerk of Works shall work on the Project during construction and the compensation for the Clerk of Works.

16.5. The Project Manager will at all times remain an independent contractor and is not, and agrees not to hold itself out to be an employee of the Awarding Authority.

ARTICLE 17: CERTIFICATIONS

17.1. The Project Manager certifies that:

1. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

2. No consultant to the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant of a contract by the Project Manager.

3. No person, corporation or other entity, other than a bona fide employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.

4. It has internal accounting controls as required by M.G.L.c. 30, §39R and that the Project Manager has filed and will continue to file an audited financial statement as required by M.G.L.c. 30, §39R (d), if and to the extent required by law.

ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be interpreted in accordance with the law of the Commonwealth of Massachusetts.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then the Agreement shall be read as if such provision were included and correctly inserted.

18.6. No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.

18.7. No employee or officer of the Project Manager shall assume any personal liability pursuant to this Agreement.

18.8. Pursuant to M.G.L.c. 62C, §49A, the undersigned signatory for the Project Manager certifies under the penalties of perjury that the Project Manager has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

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

Project Manager

Daedulus Projects Incorporated

By its: _____
Signature

Awarding Authority

Town of Middleborough

By its: _____
Town Manager
Charles Cristello

Provide Corporate Certificate authorizing the individual to sign the Agreement on behalf of the Corporation

ATTACHMENT "A"

TO

REQUEST FOR PROPOSALS

FOR

OPM SERVICES

MIDDLEBOROUGH POLICE STATION PROJECT

SCOPE OF SERVICES

SCOPE OF SERVICES

The OPM's scope of work generally involves representing the Awarding Authority and shall act as the Awarding Authority's agent and consultant throughout this project as outlined in MGL Chapter 149, Section 44A 1/2. As such, the OPM shall be responsible for the total management of the Project as the Awarding Authority's representative and shall report to the Town Manager. The OPM's duties shall include, but not be limited to, providing advice and consultation with respect to design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, pursuant to MGL Chapter 149, Section 44D 1/2 or 44D 3/4 when applicable, scheduling, bidding, and construction; and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors and subcontractors.

The OPM shall be responsible for overall project oversight, including all services associated with the project management of a first-class, publicly constructed facility in Massachusetts similar in size and scope to the Project and as described herein. Through observation, advice and consultation, the OPM will endeavor to protect the Town of Middleborough against defects, deficiencies in the work, cost additions/overruns and delays in the completion of the project.

The OPM shall not have responsibility for the design or the construction of the project. Such responsibilities shall remain with the Designer and the General Contractor ("Contractor").

The OPM shall provide the following services:

A. Entire Project

A1. Compliance with all Federal, State, and Local Laws, Rules and Regulations:

Ensure the Project remains in full compliance with all applicable Federal, State and Local laws, rules and regulations, including: MGL Chapter 149, Sections 44A - 44M; and this Request for Qualifications (RFQ) for OPM Services.

A2. Consultation with Awarding Authority:

a. Attend regular meetings with the Town Manager, the Designer, the contractor(s), consultants and engineers during the course of the Project to advise the Awarding Authority on budget, schedule, quality, scope, and all other proprietary issues.

b. Serve as the Awarding Authority's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding and construction phases by all parties. The OPM shall also serve as the Awarding Authority's representative in the oversight and administration of the construction contract, including

maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others as necessary.

c. Of significant importance to the success of the project is compliance with various Grant and gift requirements, and application for reimbursement from applicable grantors. The OPM shall be familiar with this process and ensure that the project meets all of the requirements to receive the maximum reimbursement and/or funding, as may be applicable, with supporting documentation.

A3. Cost Estimating and Cost Control Management:

a. The OPM shall provide cost control management services throughout the duration of the project, including design and construction phases, to control and contain the cost of the project within the limits of the total project cost budget as determined by the Awarding Authority, including lifecycle cost analysis.

b. The OPM shall also provide value management services, which includes value engineering and analysis of the building systems and design during all design and construction phases of the project. The goal is to reduce both the initial capital cost of the project, reduce long-term operational (life-cycle) costs, and yet maintain the Town of Middleborough desired level of quality, utility, function and performance of the facility. A Notice to Proceed to each successive design and construction phase of the project will not be issued by the Awarding Authority until the OPM analysis concludes that the project is within the total project and/or construction cost budget.

A4. Total Project Budget and Cash Flow Reports:

The OPM shall assist the Awarding Authority and Designer in the preparation of available Grant applications that may be able to reduce project costs. Review and update, on a monthly basis, the existing total project budget (including estimated construction costs and all "soft" costs anticipated to be associated with the project) during all phases of the work. Advise the Awarding Authority if it appears that the project budget will not be met and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the Awarding Authority of variances between actual, budgeted and projected project costs. Establish a format acceptable to the Awarding Authority for reporting budget and cash flow information.

A5. Project Invoices and Accounting Records:

The OPM shall review and take appropriate action upon all project-related invoices from the Designer and Contractor. Establish a procedure with the Awarding Authority for the processing of invoices. The OPM shall maintain accounting records on all project-related expenditures, including the Designer's requests for payment, contractor requisitions, furniture, furnishings, and equipment purchases, and the like.

Construction-related records shall also include construction base contract work performed under unit costs, change order work performed on the basis of actual costs of labor and materials, change order work performed under unit costs, compliance with prevailing wages, and compliance with all state and Town of Middleborough MBE/WBE requirements as applicable. All cost documentation and

accounting records shall be maintained in a form suitable for submission as may be required, reimbursement, and audit.

A6. Master Project Schedule/Monthly Status Reports:

The OPM shall assist in the development of a Master Project Schedule, and shall advise the Awarding Authority on all schedule issues; monitor all aspects of the project's status and schedule, and advise the Awarding Authority, on a monthly basis at a minimum or more frequently as necessary, when actual or potential constraints to achieving the schedule and/or goals of the Awarding Authority have been created; and make recommendations for corrective action. Among other details, the project schedule shall include all milestones required to submit any required applications for project fund reimbursement and major decisions required by the Awarding Authority. The schedule shall also include the Awarding Authority's occupancy requirements with the appropriate allowance for procurement of technology, furniture and equipment.

A7. Communications, Documentation, and Public Meetings:

The OPM shall maintain all project related communications, collect all project related documentation, and establish and maintain a document control system. The OPM shall establish procedures for reviews, approvals, changes, submittals, RFI's, and a project change log among others. The OPM shall also serve as the Awarding Authority's representative at all project meetings; and shall attend and make presentations as may be required regarding the project at public meetings and forums.

B. Design and Construction Procurement Phases

B1. Designer Selection and Negotiations:

a. The OPM shall report to the Town of Middleborough Town Manager, and shall provide advice and consultation to the Town Manager to assure that the Town of Middleborough receives the highest quality design services for the project, including advice and consultation in the drafting of the Designer Request for Qualifications, Scope of Work and contract documents. This includes compliance with all Town of Middleborough Selection Procedures; compliance with MGL Chapter 7, Sections 38A 1/2 thru 38M regarding the Designer selection process, including the selection of the best qualified Designer for the project, negotiating a fee for design services, and contract negotiations with the successful Designer; and compliance with MGL Chapter 7C, Section 6 regarding an affirmative marketing program for state-assisted local projects and the Town of Middleborough's Minority or Women Business Enterprise Participation requirements, if applicable.

b. The OPM shall establish procedures for the evaluation of the Designer and shall prepare the Designer's final evaluation for submission to DCAM, after Awarding Authority approval, at the conclusion of the project.

B2. Additional Pre-Design and Design Requirements:

The OPM shall provide advice and consultation to the Awarding Authority and Designer on the preliminary design work that has been performed, including coordination of participation of all stakeholders, other interested parties, and the general public; shall assist in the establishment of

ensuing design criteria and the development of the project scope; shall assist with alternative site selection if required; and shall examine alternative solutions.

B3. Design Documents and Cost Estimate Review (also see Section A3):

Review the accuracy and completeness of the design and bid documents and cost estimates as soon as they are prepared by the Designer, the Designer's consultants, and the cost estimator. Promptly notify the Designer, cost estimator, and Awarding Authority of any problems or omissions. Provide materials, labor and help to identify and resolve coordination conflicts in the construction documents. Review construction factors relating to costs and the goals of the Awarding Authority including, but not limited to: alternative designs or materials, , geotechnical studies and soil analysis, life cycle costs, green design concepts, green technology, site use and design issues, value engineering, project phasing, accessibility compliance, and possible economies of scale opportunities.

B4. Local Officials, Utilities, and Maintenance:

Ensure that the Designer coordinates with, reviews with, and incorporates appropriate input from local officials (i.e. Town Manager, inspectional services, police department, utilities, etc.) as appropriate for the facility systems, safety, operation, and maintenance.

B5. Value Engineering (also see Section A3):

Manage and conduct the value engineering process to assure that design aspects, construction materials and methods specified are the most appropriate and cost effective for their application. Identify for the Awarding Authority's consideration any changes in design which reduce the cost of construction while satisfying the Awarding Authority's requirements. Analyze schedule implications of alternative building and mechanical systems and other design element changes as may be proposed during the design phase. If at any point in the design process, projected cost estimates exceed construction or project cost limits, recommend to the Awarding Authority appropriate reductions/changes in scope to remain within budget.

B6. Construction Planning:

Identify long-lead items, including Awarding Authority provided items, and make appropriate recommendations to the Awarding Authority and the Designer for inclusion of such items of material or equipment in the Designer's specifications. Make recommendations to the Awarding Authority and the Designer to expedite procurement of long-lead items in order to ensure delivery by the required dates. Incorporate detailed procurement data into the project schedule updated monthly.

B7. Bonds and Insurance Certificates (also see Section A2.b.):

The OPM shall receive certificates of insurance and, where applicable, bonds from all parties required to provide them, such as the Designer, the Contractor, their various consultants and subcontractors, and vendors, and forward them to the Awarding Authority. The OPM shall develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status. Copies of such log shall be provided to the Awarding Authority on a regular basis.

B8. Constructability Review / Review of Contract Documents:

Review the project drawings and specifications. Promptly notify the Designer, and the Awarding Authority of any design problems or omissions identified in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.

B9. Special Services:

The OPM shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and or provided by the Designer or Contractor.

B10. Permits, Licenses, and Approvals:

Working with the Designer and others, the OPM shall maintain, and monitor the master list of permits, licenses and approvals required for the Project and shall update it as necessary through project completion identifying each permit, the party responsible for obtaining it, and status. This will include, but may not be limited to:

a. Town of Middleborough Planning Board (Site Plan Review)

b. Town of Middleborough Conservation Commission

c. Town of Middleborough Board of Appeals

d. Town of Middleborough Building Commissioner

e. Town of Middleborough Fire Department

f. MEPA Review as may be required per 31 OCMR11.00

B11. Meetings:

The OPM shall attend regular meetings with the Town Manager to review the project and take minutes at these meetings. Attendance is also required at all pre-bid and preconstruction meetings.

B12. Public Forums and Presentations:

At the Awarding Authority's request, the OPM shall prepare for and attend administrative and/or public meetings to provide project information and inform public forums of details about the project.

B13. Construction Mitigation Plan:

The OPM shall develop, in consultation with the Awarding Authority and interested citizens, a detailed program to monitor and mitigate the impacts of project construction on nearby residents, businesses, abutters and the neighborhood. Safety is paramount.

B14. Construction Procurement (Bidding) Phase:

a. Assist the Awarding Authority in the development of procurement strategy. Review all bid and contract documents. Assist the Designer and Awarding Authority with the General Contractor and Sub-Contractor bid process as required by MGL Chapter 149, Sections 44A - 44M; the certification of General Contractors and Subcontractors as required by MGL Chapter 149, Section 44D; and the pre-qualification of general bidders and filed sub-bid contractors as required by MGL Chapter 149, Sections 44D 1/2 and 44D3/4. The timeliness of the presented review should allow for an appropriate time frame for the procurement process.

b. Coordinate a pre-bid conference with the Designer. Provide a review of each addendum for the Awarding Authority prior to the receipt of all bids. In conjunction with the Designer and Procurement Officer, evaluate the qualifications of the apparent low bidders, evaluate the bids for completeness, full responsiveness and make recommendations to the Awarding Authority for the award of the contracts or rejection of the bids.

c. Review all construction bids for the purpose of advising the Awarding Authority as to whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, and federal wage rates as established by the Davis-Bacon Act if applicable; compliance with State and Town of Middleborough MBE/WBE requirements; and in conformity with public building construction requirements. d. Assist the Awarding Authority and the Designer with bid protests, re-bidding and/or renegotiating contracts. Assist the Awarding Authority and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts.

C. Construction Phase

C1. Clerk of the Works:

Subject to the Awarding Authority's approval, develop a job description for and retain, supervise and manage a Clerk of the Works for daily construction monitoring of all the anticipated construction. Said job description shall be consistent with the best interests of, and be approved by, the Awarding Authority. Tasks shall include keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status on the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The Clerk of the Works shall also monitor the storage and protection of Awarding Authority purchased materials, furniture and equipment.

C2. Job Meetings:

The OPM shall attend all construction job progress meetings with the Designer, the Contractor, the Clerk of the Works, and/or other persons, as necessary or appropriate, at reasonable times and

places to discuss procedures, progress, problems, scheduling, and the like. At all such meetings, the OPM shall act as a representative of the Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings. Meeting minutes shall be prepared by the Designer and reviewed by the OPM on the Awarding Authority's behalf. The OPM shall identify any significant issues of work quality, contract performance, scheduling and work progress raised at the job meetings in a monthly (or as appropriate) progress report to the Awarding Authority. The OPM shall present, at the next job meeting, any significant issues not included in the minutes of the previous meeting.

C3. Applications for Payment:

a. In coordination with the Designer and Clerk of the Works, the OPM shall review the contractor's draft application for payment, or "pencil requisition", together with any supporting data requested by the Awarding Authority or submitted by the Contractor. The OPM shall provide written comments thereon to the Designer and Awarding Authority, with recommendations as to the amounts due. The OPM shall also review and comment on vendor requisitions, including those of testing companies, utility companies and equipment or furnishing providers. The OPM shall request through the Designer that the Contractor provide the appropriate subcontractor lien waivers as the Project progresses.

b. In coordination with the Designer and Clerk of the Works, the OPM shall review all contractor and sub-contractor payrolls for compliance with all federal and state prevailing wage rates, and state and Town of Middleborough MBE/WBE requirements, as applicable.

C4. Performance Monitoring:

The OPM with the assistance of the Clerk of the Works shall monitor and observe the performance of the work and quality assurance program, and shall make recommendations to the Awarding Authority and the Designer with respect to rejection of work which, in the OPM's opinion, does not conform to the Contract Documents. The OPM shall endeavor to obtain satisfactory performance from the General Contractor, and shall recommend a course of action to the Awarding Authority when requirements of a contract or the Awarding Authority's construction mitigation plan are not being fulfilled. Particular attention shall be paid to work compensated by means of unit prices (ledge removal, if any, trenching, and the like), time and material activities, and so forth.

C5. Changes in the Work:

The OPM shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests, and change proposals, noting who initiated same and status, and recording estimated cost and final cost. The OPM shall review all change orders and shall, when requested by the Awarding Authority, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. It is a goal of the Town of Middleborough to keep the number of changes to a minimum.

All Change Orders must be in writing and approved by the Awarding Authority. The OPM shall distribute updated copies of the master project change log to the Awarding Authority, the Designer and the Contractor on a monthly basis.

C6. Claims:

The OPM shall assist the Designer in the review, evaluation, resolution and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the plans and specifications, and demands for direct payments. The OPM shall provide all support and assistance necessary in any claims related matters or litigation.

C7. Submittals and RFI's:

In collaboration with the Designer, the OPM shall establish, implement and advise the Contractor of procedures for expediting, processing and obtaining the Designer's approval of shop drawings, product data, and submittal logs for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Awarding Authority and the Designer with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.

C8. Construction Schedule:

During construction the OPM shall review the construction schedule furnished by the Designer, Consultants, and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones, schedule slippage, recommended site "walk-throughs", and other noteworthy information. If an update indicates that the previously approved project construction schedule might not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.

C9. Special Services:

The OPM shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and not provided by the Designer or General Contractor; and shall assist the Awarding Authority with the selection and procurement of furniture, fixtures and equipment (FF&E).

D. Project Closeout and Move-In Phase

D1. Coordination of Awarding Authority's Purchases of Materials and Equipment, and Moving and Relocation Activities:

The OPM shall coordinate, schedule and monitor the delivery, storage, protection, final placement or installation and security of purchased materials, systems and equipment (FF&E) that are a part of the Project until such items are incorporated into the Project, or accepted for beneficial use by the Awarding Authority. The OPM shall maintain complete records related to such items including specifications, vendor contracts and purchase orders.

The OPM shall coordinate the relocation and moving activities for the relocation and moving of furniture, furnishings, equipment and supplies around the upgraded facility. The OPM shall supervise

the procurement of moving services and shall cooperate and assist the Awarding Authority and facility personnel in the planning and execution of such relocation and moving activities.

D2. Other Construction-Related Records:

The OPM shall maintain a file for the building project throughout the duration of the project. The file shall include all project contracts, drawings, specifications, addenda, change orders and other documentation of construction, including copies of approved shop drawings, product data, samples, warrantees, guarantees, certification manuals, valve charts, photographic documentation, and similar required submittals. All documents shall be organized in good order and marked to record changes and selections made during construction. The OPM shall make all such records available to the Designer and upon completion of the Project shall deliver one complete set to the Awarding Authority in an inventoried, organized format approved by the Awarding Authority, suitable for immediate use.

D3. Testing and Start-Up:

The OPM shall observe the contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.

D4. Training:

The OPM shall coordinate instructional visits and training of Town staff by equipment representatives.

D5. Substantial Completion:

When the Designer considers the contractor's work or a designated portion thereof substantially complete, the OPM shall jointly with the Contractor prepare for the Designer a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with project schedule.

D6. Final Completion:

Following the Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the OPM shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendation to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.

E. Post Construction Phase

E1. Evaluations:

Within 45 days after completion of the building project, the OPM shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAM. The evaluations will be completed using DCAM standard evaluation forms, and the information contained therein shall be certified by the OPM that it represents a true and accurate analysis of their performance record on this project. For Designer evaluations see MGL Chapter 7, Section 48; for Contractor evaluation see MGL Chapter 149, Section 44D (7); and for Sub-Contractor evaluation see MGL Chapter 149, Section 44D (16).

E2. Special Services:

The OPM shall provide services as necessary to monitor and assist in any required project audit; shall develop and monitor all warranty period assessments and work until turned over to the Awarding Authority and/or Police Department personnel; shall assist the Awarding Authority with any commissioning requirements, ceremonies and logistics if required; and shall conduct a commissioning post-occupancy evaluation for the Awarding Authority.

ATTACHMENT 1

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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, committee, club, or other organization, entity, or group of individuals.

_____

Name of person signing bid or proposal

_____

Name of Business

ATTACHMENT 2

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Sec. 49A, _____ [name of proposer (s)] hereby certifies under the penalties of perjury that, _____ [name of proposer (s)] is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____

*Signature of Individual or
Corporate Name (Mandatory)

_____

By: Corporation Officer
(Mandatory, if Applicable)

_____

**Social Security # (Voluntary) or
Federal Identification Number

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Board of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c 62C. s. 49A.

OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 305
Wakefield, MA 01880
Christopher A. Poole
Phone: 781-245-5400
Fax: 781-245-5463

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DAEDA-1

INSURED
Daedalus Projects, Inc.
112 South Street, 5th Floor
Boston, MA 02111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co.	25658
INSURER B : Charter Oak Fire Ins. Co.	25615
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		680-7508L000	01/10/2013	01/10/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA7507L678	01/10/2013	01/10/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UP-8163Y397	01/10/2013	01/10/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5836Y228	05/01/2013	05/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Office Package			680-7508L000	01/10/2013	01/10/2014	Valuable Papers	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is included as additional insured under the general liability policy subject to all policy terms and conditions.
RE: Middleborough Police Department.

CERTIFICATE HOLDER

TOMID-4

Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: AD

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Wakefield, MA 01880
Christopher A. Poole
Phone: 781-245-5400
Fax: 781-245-5463

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DAEDA-1

INSURED
Daedalus Projects, Inc.
112 South Street, 5th Floor
Boston, MA 02111

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA7507L678	01/10/2013	01/10/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UP-8163Y397	01/10/2013	01/10/2014	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5836Y228	05/01/2013	05/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Office Package			680-7508L000	01/10/2013	01/10/2014	Valuable Papers	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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RE: Middleborough Police Department.

CERTIFICATE HOLDER

TOMID-4

Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

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AUTHORIZED REPRESENTATIVE

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DAEDALUS

Daedalus Projects Incorporated
112 South Street : Boston, MA 02111
617-451-2717 phone
617-451-2679 fax

161 Exchange Street, Providence, RI 02860
401.721.0811 phone

June 13th, 2013

Mr. Charles J. Cristello,
Middleborough Town Manager,
Middleborough Town Hall
10 Nickerson Ave.
Middleborough, MA 02346

RE: New Middleborough Police Station

Dear Mr. Cristello:

We are very pleased to have the opportunity to work with the Town of Middleborough on your new Police Station. As requested, we are pleased to submit this proposal for project management services.

Based on the study recently completed we understand that this project will have a construction cost of approximately $10,000,000. We anticipate a design and construction procurement phase of 9 months.

As requested in the Agreement for Project Management services we initially propose performing the services as described in Attachment A as the Design and Construction Procurement Phase of OPM Services. Our fee for this would be $60,000

Assuming a successful Town vote in April 2014 we are available to continue our services through the Construction Phase, Close-out Phase and Post Construction Phase as described in Attachment A. Our fee for this phase would be $180,000.

These costs include expenses such as travel and in-house printing. Our hourly rates for additional services would be:

Project Director:	$150.00
Project Manager:	$140.00
On Site representative:	$ 98.00

We will not charge for additional services unless we have pre-authorization from the Town.

We trust you will find this proposal acceptable. Please feel free to contact me should you wish to review. We are ready to start immediately.

Yours Truly,

Richard Marks
President

OP ID: AD

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Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 305
Wakefield, MA 01880
Christopher A. Poole

Phone: 781-245-5400
Fax: 781-245-5463

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DAEDA-1

INSURED
Daedalus Projects, Inc.
112 South Street, 5th Floor
Boston, MA 02111

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A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA7507L678	01/10/2013	01/10/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UP-8163Y397	01/10/2013	01/10/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB5836Y228	05/01/2013	05/01/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Office Package			680-7508L000	01/10/2013	01/10/2014	Valuable Papers	100,000

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RE: Middleborough Police Department.

CERTIFICATE HOLDER

TOMID-4

Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

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AUTHORIZED REPRESENTATIVE

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Phone: 781-245-5400
Fax: 781-245-5463

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DAEDA-1

INSURED
Daedalus Projects, Inc.
112 South Street, 5th Floor
Boston, MA 02111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ALTERRA EXCESS & SURPLUS	33189
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	GENERAL LIABILITY					EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE OCCUR					MED EXP (Any one person) $
						PERSONAL & ADV INJURY $
						GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG $
	POLICY PRO-JECT LOC					$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO					BODILY INJURY (Per person) $
	ALL OWNED AUTOS					BODILY INJURY (Per accident) $
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) $
	HIRED AUTOS					$
	NON-OWNED AUTOS					$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE					AGGREGATE $
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE $
						E.L. DISEASE - POLICY LIMIT $
A	Professional Liability		MAX7PL0000612 $25,000 DEDUCTIBLE	01/09/2013	01/09/2014	Each 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
RE: Middleborough Police Department.

CERTIFICATE HOLDER TOMID-4

Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

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AUTHORIZED REPRESENTATIVE

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AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Charles J. Cristello, Town Manager, Town of Middleborough, MA
(Owner or Owner's Representative)

In accordance with the Agreement dated: September 24th, 2012

BETWEEN the Owner:
(Name and address)
Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

and the Architect:
(Name and address)
Kaestle Boos Associates, Inc.
416 Slater Road
P.O. Box 2590
New Britain, CT 06050-2590

for the Project:
(Name and address)
Middleborough Police Facility - Addition/Renovation/Historic Restoration
Middleborough, MA

Authorization is requested
☒ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As follows:
In accordance with Exhibit A - Kaestle Boos Associates, Inc. Cost Proposal dated June 17th, 2013 and Amendment No. 2 (attached)

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
In accordance with Exhibit A - Kaestle Boos Associates, Inc. Cost Proposal dated June 17th, 2013 and Amendment No. 2 (attached)

Time:
In accordance with Exhibit A - Kaestle Boos Associates, Inc. Cost Proposal dated June 17th, 2013 and Amendment No. 2 (attached)

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User Notes: (1212447305)

SUBMITTED BY:	AGREED TO:
(Signature)	*(Signature)*
Michael J. McKeon, AIA, LEED AP Principal-in-Charge Kaestle Boos Associates, Inc.	Charles J. Cristello Town Manager Town of Middleborough, MA
(Printed name and title)	*(Printed name and title)*
6/20/2013	
(Date)	*(Date)*

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User Notes:

KAESTLE BOOS
associates, inc

Exhibit A

June 17, 2013

Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Re: Middleborough Police Facility
KBA No. 12034.01

Dear Mr. Cristello,

In response to your request, Kaestle Boos Associates, Inc. (KBA) is pleased to propose a lump sum design services fee for the Middleborough Police Facility.

Project Understanding / Scope
KBA understands that the purpose of this project is to provide architectural and engineering design services for Phase I: Design Development, Construction Documents and Bidding and Phase II: Construction Administration and Project Closeout for the Middleborough Police Facility Project. KBA proposes to provide the following basic professional design and consulting services needed to complete this project:

- Architecture
- Interior Design
- Landscape Architecture
- Civil Engineering
- Hazardous Materials Abatement Design (but not monitoring)
- Structural Engineering
- Mechanical Engineering (Including Plumbing, Fire Protection and HVAC)
- Electrical Engineering (including Data dist. infrastructure, but not Communications)
- Professional Cost Estimating

KBA will work with the Town's preferred Communications vendor to coordinate any Radio, telephone and/or CAD Communications equipment requirements and probable costs.
As the project will require approval of funding by the Town in order to move into the Construction Phase, we have divided our fee proposal into two parts:

Phase I – Design Development, Construction Documents and Bidding,
Phase II – Construction Administration and Project Closeout

KAESTLE BOOS
associates, inc

Proposed Fee Schedule

Kaestle Boos Associates, Inc. proposes to provide the above **Phase I** design services for a lump sum fee of **Five Hundred Sixty-Five Thousand Dollars ($ 565,000)**. We have agreed to defer invoicing Sixty Thousand Dollars ($ 60,000) of this fee until after Town Meeting and the subsequent referendum vote approve funding for construction of the facility. The proposed fee is broken down as follows:

Phase I

Design Development	$180,000	(+ $20,000 deferred fee)
Construction Documents	$310,000	(+ $25,000 deferred fee)
Bidding	$15,000	(+ $15,000 deferred fee)
Deferred Fee	$60,000	Fee deferred until after T.M. and Referendum approval
Total Phase I	**$565,000**	

In addition KBA recommends that Five Thousand Dollars ($5,000) be reserved for any additional services and normal reimbursable expenses during this phase of the project.

Kaestle Boos Associates, Inc. further proposes to provide the **Phase II** design services for a lump sum fee of Two Hundred Sixty-One Thousand Dollars ($ 261,000) broken down as follows:

Phase II

Construction Administration	$245,000
Project Closeout	$ 16,000
Total Phase II	**$261,000**

In addition KBA recommends that Thirty Six Thousand Dollars ($36,000) be reserved for any additional services and normal reimbursable expenses during this phase of the project.

Please contact us to review our proposal and discuss any questions regarding our understanding of the scope of the project. We look forward to continuing the design process and appreciate the opportunity to continue work with the Town of Middleborough.

Very truly yours,

Michael J. McLeon, AIA, LEED AP, MCPPO
Vice President
KAESTLE BOOS ASSOCIATES, INC.

MJM:ym

EXHIBIT B

KAESTLE BOOS
associates, inc

Schedule of Hourly Rates

Principal	$195.00
Project Manager/Project Architect/ Design Architect	$100.00 - $150.00
Landscape Architect	$100.00 - $150.00
Interior Designer	$100.00 - $150.00
Structural Engineer	$100.00 - $150.00
Job Captain	$ 85.00 - $100.00
Intern Architect	$ 65.00
CAD Operator/Draftsman	$ 55.00
Computer Animation/Digital Artist	$125.00
Construction Administration	$100.00 - $150.00
Public Relations/Graphic Design	$100.00
Clerical	$ 45.00

416 Slater Road, P.O. Box 2590, New Britain, CT 06050-2590
Phone: 860-229-0361 ▲ Fax: 860-229-5303
Additional office located in Massachusetts
Email: kba@kba-architects.com ▲ Web: www.kba-architects.com

Effective 3/20/2012

EXHIBIT C

KAESBOO-01 LALBETSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
PO Box 408
Portland, ME 04112

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 723-2877 FAX (A/C, No): (877) 775-0110
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Co of America	31534
INSURER B : Allmerica Financial Benefit Insurance Co	41840
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kaestle Boos Assoc Inc
416 Slater Road
New Britain, CT 06050-2590

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			OBE4329081-03	10/15/2012	10/15/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWE4325804-03	10/15/2012	10/15/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			OBE4329081-03	10/15/2012	10/15/2013	EACH OCCURRENCE	$ 7,000,000
							AGGREGATE	$ 7,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WBE4326008	10/15/2012	10/15/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Profl Liability			029210536	1/25/2013	1/25/2014	Per Claim	5,000,000
C	Profl Liability			029210536	1/25/2013	1/25/2014	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of insurance for architectural services

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
USI Insurance Services LLC

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MIDDLEBOROUGH POLICE STATION
DESIGN CONTRACT

CONTRACT AMENDMENT NO. 2

The Design Services Agreement between the Town of Middleborough (the "Owner") and Kaestle Boos Associates, Inc. (the "Architect") for the design of the Middleborough Police Station Project (the "Project") is revised, as follows:

1. The Owner hereby authorizes the Architect to perform design services on Phase I Design Development, Construction Documents and Bidding, as described in Kaestle Boos Associates, Inc.'s letter dated June 17, 2013, attached at Exhibit A.

2. The design fee for the services authorized in this Amendment No. 2 shall not exceed $565,000 with an additional allowance of $5,000 reserved for additional services and reimbursable expenses as provided in Exhibit A, provided, however, that in no event shall the Architect be entitled to be paid more than $505,000 for services provided in Phase I, except as provided in Paragraph 4 of this Amendment No. 2.

3. In the event that the Town subsequently approves funding to permit the Project to proceed into the Phase II Construction Administration/Project Close-Out phase of the Project, the Owner shall issue the Architect a Notice to Proceed to perform design services for Phase II in the amount of $261,000 with an additional allowance of $36,000 reserved for additional services and reimbursable expenses, as described in Exhibit A.

4. Upon issuance of a Notice to Proceed to perform design services on Phase II, the Architect shall be entitled to be paid the $60,000 deferred fee for Phase I services, as described in Exhibit A.

5. A copy of the Architect's Schedule of Hourly Rates is attached at Exhibit B.

6. A copy of the Architect's Insurance Certificate is attached at Exhibit C.

Signed and sealed this _____ day of July 2013.

ARCHITECT	OWNER
Kaestle Boos Associates, Inc. 6/26/2013	_____
Vice President	Town of Middleborough
Michael J. McKeon, AIA, LEED AP	Town Manager
	Charles J. Cristello

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