

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, May 6, 2024 AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/87385970440>

Meeting ID: 873 8397 0440 Passcode: 555565 Dial into meeting: [+1 646 558 8656](tel:+16465588656)

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting April 29, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 **Eileen Seymour, Treasurer**
 - Reserve Fund Transfer Request: \$2,937.00 to be transferred from the Reserve Fund Account for short-term debt interest for a RAN that was issued in the amount of \$2,500.00
5. 6:40 **Tom Bergeron, DPW Superintendent**
 - Award Contract for purchase of South Ferry Road Box Culvert from Concrete Systems Inc in the amount of \$51,554.00. To be funded from 3/14/24 Special Article #12
 - Authorize Additional Engineering services from Stantec during construction for South Ferry Box Culvert Installation in the amount of \$35,477. To be funded from 3/14/24 Special Article #12
6. 6:50 **Personnel Board**
 - Appoint Steve Ellis to Montague Retirement Board for a 3 year term starting May 21, 2024
 - Appoint Arianna Terounzo, DPW Custodian, Grade A, Step 9, \$19.73/hr. Effective May 13, 2024
7. 6:55 **Erin McLean**
 - Request use of grant funding to install a ramp at 102 – 112 Avenue A
8. 7:05 **Brian McHugh, FCRHRA Director of Community Development**
 - Authorize Payment #6 to The Berkshire Design Group, Inc. for Hillcrest Playground in the amount of \$2,127.50
 - Authorize Payment #2 to The Berkshire Design Group, Inc. for Avenue A Streetscape Design – Phase IV in the amount of \$7,470.00

Montague Selectboard Meeting
May 6, 2024
Page 2

9. 7:10 **Ann Fisk, 1st Congregational Church of Montague**
- Request Use of Public Property: Montague Center Common and Montague Streets, August 17, 2024, 6:30am to 12:00pm for Montague Mug Race
10. 7:15 **Matt Lord, Six Town Regionalization Planning Board**
11. 7:20 **Assistant Town Administrators Business**
Avenue A Streetscape Phase IV Continuation Project
- Consider Appropriating \$232,778 from ARPA funds for the purpose of funding the project as bid.
 - Consider awarding the base-bid contract to Mountainview Landscapes for \$1,097,980.00. To be funded by \$975,000 CFP grant and ARPA funds.
12. 7:30 **Town Administrators Business**
- Review of Town Meeting Outcomes and Follow Up Business
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, May 13, 2024 at 6:00 PM, via ZOOM

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

- 1. Amount requested: \$2,937.00
- 2. To be transferred to account number 001-5-752-5925
- 3. Account Title Interest on Notes
- 4. Present balance in said line-item appropriation: \$(2,936.99)

The amount requested will be used for (give specific purpose): The amount requested is for short-term debt interest for a RAN that was issued in the amount of \$2,500,000.00. The interest that was due was over the amount appropriated for short-term debt by the amount requested due to a higher-than-expected interest rate.

This expenditure is extraordinary and/or unforeseen for the following reasons: Interest rates for short-term borrowing have increased significantly and the allowance was not sufficient.


Officer/Department Head

Date: 4/29/24

ACTION OF OVERSIGHT BOARD

Date of Meeting: _____ Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

_____ Chairperson, Finance Committee

ACTUAL & BUDGETED EXPENSES & ENCUMBRANCE

Report Sequence = Fund or Acct Group

Account = First thru Last; Mask = ###-#-###-###-###

Level of Detail = SUBACCOUNT; Level = 9

Fund: General Fund

Period: April 2024

| Account Number | Account Name | Current Year Budgeted | Period Expenditures | Current Year Expenditures | Encumbrances | Balance Remaining | Percent Left |
|--|--|-----------------------|---------------------|---------------------------|--------------|-------------------|----------------|
| 001-5-751-5947-000 | #2 5/3/14 MF Soil Stab \$81K In | 1620.00 | 0.00 | 885.00 | 0.00 | 735.00 | 45.37 |
| 001-5-751-5948-000 | #22 5/7/16 Siphon Town Share | 15763.00 | 0.00 | 8181.25 | 0.00 | 7581.75 | 48.10 |
| 001-5-751-5949-000 | #1 3/29/18 DPW Facility Int #1 | 73534.00 | 0.00 | 37741.87 | 0.00 | 35792.13 | 48.67 |
| Interfund Transfers | | | | | | | |
| 001-5-751-5950-000 | #1 3/29/18 DPW Facility Bond#2 | 161769.00 | 0.00 | 161768.75 | 0.00 | 0.25 | 0.00 |
| 001-5-751-5951-000 | #1 3/29/18 DPW Facility Final | 40650.00 | 0.00 | 20950.00 | 0.00 | 19700.00 | 48.46 |
| 001-5-751-5952-000 | #28 5/17/16 Strathmore Abate | 8010.00 | 0.00 | 4185.00 | 0.00 | 3825.00 | 47.75 |
| | **TOTAL** Interfund Transfers | 210429.00 | 0.00 | 186903.75 | 0.00 | 23525.25 | 11.18 |
| | **TOTAL** Long Term Debt Interest | 421829.00 | 900.00 | 352268.23 | 0.00 | 69560.77 | 16.49 |
| Short Term Debt Interest | | | | | | | |
| 001-5-752-5925-000 | Interest on Notes | 20000.00 | 22936.99 | 22936.99 | 0.00 | (2936.99) | (14.68) |
| | **TOTAL** Short Term Debt Interest | 20000.00 | 22936.99 | 22936.99 | 0.00 | (2936.99) | (14.68) |
| | **TOTAL** Debt Service | 1154319.00 | 23836.99 | 1082693.95 | 0.00 | 71625.05 | 6.20 |
| Intergovernmental Assessments | | | | | | | |
| State Assessments and Charges | | | | | | | |
| Wages & Expenses | | | | | | | |
| 001-5-820-5634-000 | RMV Non-Renewal Surcharge | 14500.00 | 0.00 | 10881.00 | 0.00 | 3619.00 | 24.96 |
| 001-5-820-5638-000 | Regional Transportation | 87890.00 | 0.00 | 65925.00 | 0.00 | 21965.00 | 24.99 |
| 001-5-820-5640-000 | Air Pollution Districts | 2446.00 | 0.00 | 1836.00 | 0.00 | 610.00 | 24.94 |
| | **TOTAL** Wages & Expenses | 104836.00 | 0.00 | 78642.00 | 0.00 | 26194.00 | 24.99 |
| | **TOTAL** State Assessments and Charges | 104836.00 | 0.00 | 78642.00 | 0.00 | 26194.00 | 24.99 |
| Other Intergovernmental Charges | | | | | | | |
| Wages & Expenses | | | | | | | |
| 001-5-840-5664-000 | FRCOG | 52000.00 | 0.00 | 51689.00 | 0.00 | 311.00 | 0.60 |

South Ferry Road Box Culvert Bid Results Summary

Advertised for Bid per M.G.L. Ch.30B, \$39M

Bids Opened Monday April 22, 2024 2:00PM by Walter Ramsey, witnessed by
Kathern Pierce

Bid Tabulation:

Concrete Systems Inc- Hudson NH- \$51,554.00

United Concrete Products- Yalesville, CT- \$74,250.00

Town's contracted Engineer Bryan Ruoff, PE of Stantec recommends awarding to Concrete Systems Inc.

Source: STM 3/14/24 Special Article for South Ferry Road Culvert (\$220,800)

Expected delivery in July/ August

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

BID FORM

To the Awarding Authority:

The Undersigned proposes to furnish and deliver all materials required for **TOWN OF MONTAGUE – SOUTH FERRY ROAD – PRECAST CONCRETE BOX CULVERT** in TURNERS FALLS, Massachusetts, in accordance with the contract documents and the Invitation for Bids.

This bid includes addenda numbered _____

The proposed cost schedule is as follows:

Perform a structural design, fabrication and delivery of the precast concrete box culvert for the proposed South Ferry Road crossing ("Precast Concrete Box Culvert "):

Proposed Bid price of the South Ferry Road - Precast Concrete Box Culvert (lump sum):

\$ 51,554.00

(written): FIFTY ONE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS

Proposed Precast Concrete Box Culvert Delivery Date: JULY/AUGUST

The above price schedule includes all costs associated with the LFRD structural design, structural calculations and shop drawings designed, stamped and certified by a professional engineer licensed in the Commonwealth of Massachusetts, furnishing and constructing all pre-cast concrete section of the box culvert described in the Contract Documents (plans and specifications) and all other labor, testing, materials, services, insurance, shipping costs and all ancillary and overhead costs necessary for the design, fabrication and delivery of the precast concrete box culvert, in conformance with LFRD and MassDOT requirements and standard specifications necessary to fabricate and deliver the proposed box culvert to South Ferry Road.

I/We hereby agree to provide materials and services for which we have provided pricing in accordance with the specifications in this bid.

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

The undersigned certifies under penalties of perjury that this bid 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.

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

Any "Or Equivalent" submissions are included only with complete material specifications and numbered to meet the Specification List and are subject to approval by the Town.

Authorized Signature [Signature] Printed Name Michael W. [Signature]

Company Name * Concrete Systems INC Date 9/22/24

Postal Address: 9 COMMERCIAL ST.
HUDSON, NH 03051

Email Address: M.W. [Signature]@CSIGROUP.COM

Phone Number: 603-889-4163

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

(02)
002304283 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

REFERENCES

Please list AT LEAST THREE sales references for supply of similar products. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. You may use your own form if it includes at least all of this information.

1. 45LF OF 13' SPAN X 7' RISE 9/21/23
 Description/Size Date Delivered

ROB DRUE - PINE TREE ENGINEERING ALBANY TOWNSHIP, ME / OXFORD COUNTY ME
 Name of Contact Person Location

207-443-1508 TOWN OF ... TOWN/CARTER
 Phone Number Name of OWNER
T CARTER @ OXFORD COUNTY, ME

2. 27.5 LF OF 9' SPAN X 7' RISE 7/23
 Description/Size Date Delivered

JIM LEARNED
R. BATES + SONS, INC. TEMPLETON, MA
 Name of Contact Person Location

978-563-1390 TOWN OF TEMPLETON
 Phone Number Name of OWNER

3. 122 LF OF 10' SPAN X 8' RISE CLAM SHELL TYPE
192 LF OF 16' SPAN X 8' " " " " 8/23
 Description/Size Date Delivered

STATE OF MAINE
JOSEPH STILLWELL BREWSTER EDWINGTON, ME
 Name of Contact Person Location

207-215-3643 STATE OF MAINE
 Phone Number Name of OWNER

MULTIMODAL CONSTRUCTION MANAGER / SENIOR P.M. / FABRICATION EMER.

OPTIONAL

4. _____
 Description/Size Date Delivered

 Name of Contact Person Location

 Phone Number Name of OWNER

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

Exhibit A – Form of Contract

TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 6th day of April, 2024 by and between the TOWN of MONTAGUE, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "TOWN", and Concrete System, Inc., a Incorporated corporation having a usual place of business at 9 Commercial St. Hudson, NH 03051, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of a Box Culvert, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Bid to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

- A. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, including without limitation the Specifications therein, and the CONTRACTOR's Bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
- B. **THE WORK.** The Work consists of obtaining and servicing the Project, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from May 6, 2024 and shall expire on November 6, 2024, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Bid, included herein as Attachment A.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
5. **PAYMENT OF COMPENSATION.** The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

6. **LIABILITY OF THE TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Project, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.

7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. **INSURANCE.**
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

| | |
|--|---|
| <u>General Liability</u> | |
| Bodily Injury Liability | \$1,000,000 per occurrence |
| Property Damage Liability (or combined single limit) | \$ 500,000 per occurrence \$2,000,000 per occurrence |
| | |
| <u>Automobile Liability</u> | |
| Bodily Injury Liability | \$1,000,000 per occurrence |
| Property Damage Liability (or combined single limit) | \$ 500,000 per occurrence \$1,000,000 per occurrence |
| | |
| <u>Workers' Compensation Insurance</u> | |
| Coverage for all employees in accordance with Massachusetts General Laws | |
| | |
| <u>Professional Liability Insurance</u> | |
| Minimum Coverage | \$1,000,000 per occurrence |

 - B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. **ASSIGNMENT.** The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. **TERMINATION.**

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
- 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

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

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF MONTAGUE, MA

By its: Selectboard

Town Accountant Carolyn Olsen

Richard Kuklewicz

Christopher Boutwell

Matthew Lord

CONTRACTOR:



(Signature)



(Name and Title)

TOWN OF MONTAGUE DEPT OF PUBLIC WORKS
Request for Quotes – South Ferry Road Precast Concrete Box Culvert

Exhibit B – Legal Certifications

CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:


Authorized Person's Signature

Date 4/22/24

Michael Worden, PRESIDENT
Print Name & Title of Signatory

CONCRETE SYSTEMS, INC.
Name of Contractor



Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

March 24, 2024
File: 195113356

Attention: Mr. Walter Ramsey, AICP
Town Planner
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ramsey,

Reference: South Ferry Road Box Culvert Installation - Engineering Services During Construction

Stantec Consulting Services Inc. (Stantec) is pleased to submit to you for your review and approval a scope and fee to perform engineering services for the Town during the construction of the South Ferry Road box culvert project. We have developed our scope, level of effort and associated fee based on the anticipated costs to providing engineering services to support the Town with bidding the precast concrete box culvert for and to provide construction inspection and construction administration support during construction for the Town’s installation of the proposed replacement box culvert, on the subject project.

The following is an outline of our proposed scope and associated fee, a tabulated level of effort summary of the basis of these totals is attached, provided as Attachment ‘A’:

Task#1 – Bidding and Procurement.....\$4,284

- Develop a Bid Package for Publicly Bidding the Precast Box Culvert
 - Post to the Central Registrar
 - Coordinate with the Town for advertising the Bidding of the Precast Concrete Box Culvert
 - Create and Maintain an FTP Site for Bidding,
 - Distribute plans and documents for bidding to potential bidders,
 - Respond to Questions during bidding,
 - Issue Addenda during bidding (Assumes 1)
 - Notify the Massachusetts General Register of prospective bidders and bid results,
 - Assumes bid opening will be performed by the Town.
- Assist the Town in obtaining price proposals from licensed contractors for the removal and disposal of the existing 24” Asbestos Concrete pipe.
- Assumes that the primary point of contact for all coordination, agreements, scheduling, obtaining pricing, and purchasing of all other materials and contractors required to perform work on the project will be performed by the Town.

Task#2 – Construction Administration.....\$9,024

- Coordinate Utility Pole Relocation
- Review precast concrete box culvert reinforcing design and associated calculations (assumes 1 review)

Reference: South Ferry Road Box Culvert Installation - Engineering Services During Construction

- Process, review and provide recommendations to the Town for material submittals for the materials being incorporated into the project (Assumes 8 submittals)
- Attend and run a Pre-Construction Meeting with the Town,

Task#3 – Construction Monitoring.....\$22,169

- Layout of Baseline and Offsets by a Licenses Surveyor
- Compaction testing prior to paving and during final paving.
- Perform On-site part-time construction monitoring, assumes 10 site visits during the project, that that are anticipated to include the following:
 - project layout and initial coordination,
 - bypass setup and erosion and sedimentation controls inspection
 - box culvert setting (3-days)
 - box culvert decking prep and paving
 - gravel sub-base and final grading checks
 - paving
 - guardrail layout
 - guardrail installation
 - restoration and final walk through

Total – Engineering Services During Construction.....**\$35,477**

We have attached for your review and execution an Authorization for Additional Services (AAS) for this scope of work which will serve as an Amendment to the Agreement for Professional Services Contract between The Town of Montague and Stantec Consulting Services Inc., executed on July 25, 2022, for the design of the replacement box culvert for the South Ferry Road project. Bidding services are anticipated to start on April 3, 2024, for the precast concrete box culvert with the completion of construction anticipated in the early fall 2024.

Should you have any questions or need any additional information please feel free to contact me.

Respectfully Submitted,

Stantec Consulting Services, Inc.



Bryan Ruoff, PE
Associate
Phone: 603-206-7548
Fax: 603-669-7636
Bryan.Ruoff@stantec.com



Rene LaBranche
Vice President
Phone: 603-669-8672
Fax: 603-669-7636
Rene.LaBranche@stantec.com

Attachment: A – Level of Effort Summary
B – Authorization for Additional Services

c. Tom Bergeron, Town of Montague, MA
Rene LaBranche, Stantec

ATTACHMENT A
LEVEL OF EFFORT SUMMARY



SUMMARY REPORT

| | |
|-------------------------|---------------------------|
| Project Company | Stantec US Business Group |
| Project Currency | US Dollar |
| Project Type | Time & Material |

| | |
|-------------------------------|---|
| Project Number | 195113487 |
| Project Name | North Ferry Crossing-Engineering Services During Construction |
| Client Name | Town of Montague, MA |
| Business Centre | BC-1951 Water-US Northeast |
| Project Manager | Bryan Ruoff |
| Project Technical Lead | Bryan Ruoff |

| Project Summary | | Total Fee |
|-----------------|--|--------------------|
| Labour | | \$29,208.00 |
| Expense | | \$1,544.40 |
| Subs | | \$4,725.00 |
| Total | | \$35,477.40 |

| Planned Start Date | Planned End Date |
|--------------------|------------------|
| 2024-03-25 | 2024-10-01 |

| Name | Role | Billing Rate | Hours | Sub-Total Fee |
|-----------------|----------------------------|--------------|---------------|--------------------|
| LaBranche, Rene | Senior Principal in Charge | \$225.00 | 4.00 | \$900.00 |
| Ruoff, Bryan | Project Manager | \$174.00 | 46.00 | \$8,004.00 |
| Fortin, John | Senior Inspector | \$136.00 | 60.00 | \$8,160.00 |
| Drescher, Bill | Engineer | \$120.00 | 82.00 | \$9,840.00 |
| Duquette, Paul | Structural Engineer | \$192.00 | 12.00 | \$2,304.00 |
| | | | 204.00 | \$29,208.00 |

| Expense | Billing Rate | Units | Sub-Total Fee |
|---------|--------------|----------|-------------------|
| Travel | \$0.64 | 2,400.00 | \$1,544.40 |
| | | | \$1,544.40 |

| Subs | Billing Rate | Units | Sub-Total Fee |
|----------------|--------------|----------|-------------------|
| Subconsultants | \$1.05 | 4,500.00 | \$4,725.00 |
| | | | \$4,725.00 |

ATTACHMENT B
AUTHORIZATION FOR ADDITIONAL SERVICES



AUTHORIZATION FOR ADDITIONAL SERVICES

| | | | |
|-----------|--|--------------------|---------------|
| | | Date | 24 March 2024 |
| "STANTEC" | STANTEC CONSULTING SERVICES INC. | STANTEC Project # | 195113487 |
| | | STANTEC Pipeline # | 718763 |
| | 5 Dartmouth Drive, Suite 200, Auburn, NH 03032 Ph: (603) 669-8672 Fx: (603) 669-7636 email: rene.labranche@stantec.com | | |
| CLIENT | TOWN OF MONTAGUE, MA | Client Project # | |
| | One Avenue A, Turners Falls, MA 01376 Ph: (413) 863-3200 Fx: email: Planner@Montague-ma.gov | | |

| | | | |
|----------------------------|--|----------------|---|
| Project Name and Location: | South Ferry Road Box Culvert Engineering Services During Construction | Change Order # | 1 |
|----------------------------|--|----------------|---|

This is authorization for STANTEC to perform additional services on the project as noted above.

- A. STANTEC agrees to perform the following additional service(s):
Additional engineering services during construction, as outlined in Stantec's March 24, 2024, letter.
- B. CLIENT agrees to compensate STANTEC for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

A time and materials reimbursement in the amount of the estimated cost of \$35,447 to be invoiced and paid at the completion of work at Stantec's hourly rates and direct expense costs.
- C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Perform bidding services for the pre-cast concrete box culvert and engineering services during construction, as specified in Stantec's letter, dated March 24, 2024.


By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

STANTEC CONSULTING SERVICES INC.

TOWN OF MONTAGUE, MA

Bryan Ruoff, Associate

 Print Name and Title

Signature 

Date Signed: _____

Richard Kuklewicz,
 Chairman of the Selectboard

 Print Name and Title

Signature _____

Date Signed: May 6, 2024

Name: ELLIS, STEVEN

MONTAGUE APPOINTED OFFICIAL

NAME: Steven Ellis

DATE: 5/6/2024

COMMITTEE: Montague Retirement Board

TERM: 3 years

TERM EXPIRATION: 5/20/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 05/21/24

Steven Ellis personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Retirement Board according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

*****If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.**

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: 05/06/2024

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: 05/06/2024

Authorized Signature: _____

General Information:

Full name of employee: Arianna Terounzo Department: DPW
Title: Custodian Effective date of hire: 05/13/2024

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____
Hours per Week: 40 Union: UE

Wages:

Union: UE
Wages: Grade A Step 9 Wage Rate: \$ 19.73 (~~annual~~/ hourly)
Notes:

Copies to:

- Employee Department Board of Selectmen
- Treasurer Accountant Retirement Board
- Town Clerk

April 15, 2024

Montague Selectboard
1 Avenue A
Turners Falls, MA 01376

Dear Montague Selectboard,

The town of Montague has shown its commitment to accessibility in the redesign of the Avenue A Streetscape and Spinner Park. We are pleased to learn that the town will continue this commitment by planning to install ramps serving 74 and 78 Avenue A this summer as well in future segments in the streetscape.

In the continued spirit of this commitment to accessibility, we respectfully request that the town direct a portion of grant funds for the creation of a ramp on the west side of Avenue A beginning at the corner of 102 Avenue A and ending at the corner of 112 Avenue A. This section of the street contains four small businesses in two buildings; Waterway Arts, Textur Beauty Bar and The Upper Bend Cafe and Avenue A Market. These small businesses serve the local residents, as well as the larger community of Montague and surrounding towns. The ramp would be within the public right-of-way and integrate into the streetscape. This is an opportunity for the town to correct a missed opportunity from when this section of streetscape was rehabilitated in 2013. We suggest that it would be a wise use of ARPA recovery funds or any surplus Community Project Funds.

We believe this commitment to accessibility is in keeping with Montague's vision of a community that cares for and serves all of its residents and visitors.

Thank you for your consideration.

Best,

John McNamara, 7 Chestnut St, Turners Falls, MA; property owner 102 Avenue A; co-owner, LOOT

Erin MacLean, 7 Chestnut St, Turners Falls, MA; property owner 102 Avenue A; co-owner, LOOT

Signatures in support of 4/15/24 letter to Montague Selectboard for ramp at 102-112 Avenue A

| Printed Name | Signature | Address | Business or Affiliation |
|-------------------------|-----------|---------------------------------------|---|
| 1 Erin MacLean | | 7 Chestnut St, Turners Falls | property owner 102 Ave A, co-owner LOOT |
| 2 JOHN McNAMARA | | 7 Chestnut St, Turners Falls | Prop. owner 102 Ave A, co-owner LOOT |
| 3 OLIVER MILLER | | 197 AVE A, TURNERS FALLS, MA 01376 | 108 PROPERTIES LLC |
| 4 TAMARA MCKERZIE | | 106 AVENUE A, TF // 111 N. SILVER AVE | AVENUE A MARKET, CO-OWNER |
| 5 Carleigh Dlugosz | | 112 AVENUE A, TF // SUNDELAND | THE UPPER BEND, CO-OWNER |
| 6 Suzette Snow-Cobb | | 104 AVENUE A, TF 01376 | Treatur Beauty Bar owner |
| 7 Pamela Allan | | 179 AVENUE A, TF 01376 | Resident Building owner of 177/179 Ave |
| 8 Helkiah Tinkham | | 79 K St / Turners Falls MA 01376 | Resident, Property owner |
| 9 WILLIAM MCKERZIE | | 102 AVENUE A | BUSINESS OWNER |
| 10 ROBERT D. KRZYKOWSKI | | 106 AVENUE A | BUSINESS OWNER |
| 11 | | 112 AVENUE A | BUSINESS OWNER |
| 12 | | 113-115 AVE A | BUSINESS OWNER |
| 13 | | Keite Apartments | Resident + Resident. |
| 14 | | 65 Canal St. | Prop. owner / Resident |
| 15 | | 65 CANAL ST. | BUSINESS OWNER |
| 16 | | 131 Avenue A Turners Falls | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE
Invoice # 2023-145-6
Project No. 2023-145
TOWN OF MONTAGUE FY22.23 CDBG
FY22.23 Hillcrest Park Construction(6C)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: April 30, 2024

| | |
|---------------------|-----------------|
| Total Contract | 21,400.00 |
| Total Paid to Date: | 10,072.50 |
| Balance: | 11,327.50 |
| This Invoice: | 2,127.50 |
| Balance: | 9,200.00 |

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period March 1 to March 31, 2024.

| | |
|--|--|
| See attached invoice dated: April 26, 2024 | FY22.23 MONT \$2,127.50 |
|--|--|

I reviewed this invoice on 04/30/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,127.50**.


 Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

 Authorized signature
 Chair, Selectboard

 Authorized signature
 Selectboard

 Authorized signature
 Selectboard



4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2023-145-6

April 26, 2024

Project No: 2023-145

Re: Montague - 30 Griswold St - Hillcrest Playground

For professional landscape architectural, civil engineering and land surveying services listed below for the period March 1, 2024 to March 31, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

| Task | Fee | % Complete (to date) | % Complete (this period) | Amount Due (this Period) |
|------------------------------|--------------------|-----------------------------|---------------------------------|---------------------------------|
| 100% CD | \$8,500.00 | 100.00% | 0.00% | \$0.00 |
| Bidding | \$3,700.00 | 100.00% | 57.50% | \$2,127.50 |
| Construction Administration | \$9,200.00 | 0.00% | 0.00% | \$0.00 |
| | <u>\$21,400.00</u> | | | |
| Subtotal Task Charges | | | | \$2,127.50 |
| INVOICE TOTAL | | | | \$2,127.50 |

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@ferhra.org

AUTHORIZATION TO DISBURSE

Invoice # 2024-028-2

Project No. 2024-028

TOWN OF MONTAGUE FY22.23 CDBG

FY22.23 Avenue A Streetscape Design Phase IV (6K)

Contractor: Berkshire Design Group

4 Allen Place

Northampton, MA 01060

Date: April 30, 2024

| | |
|---------------------|-----------------|
| Total Contract | 70,800.00 |
| Total Paid to Date: | 4,990.00 |
| Balance: | 65,810.00 |
| This Invoice: | 7,470.00 |
| Balance: | 58,340.00 |

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period March 1, 2024 to March 31, 2024.

| | |
|--|--|
| See attached invoice dated: April 26, 2024 | FY22.23 MONT \$7,470.00 |
|--|--|

I reviewed this invoice on 04/30/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$7,470.00**



Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



**Berkshire
Design
Group**

4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

INVOICE # 2024-028-2

April 26, 2024

Project No: 2024-028

Town of Montague Planning Dept.

Attn: Mr. Brian Mchugh

241 Millers Falls Rd.

Turners Falls, MA 01376

Re: Montague - FY 24 Avenue A Streetscape Phase III

For professional landscape architectural, civil engineering and land surveying services listed below for the period March 1, 2024 to March 31, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

| Task | Fee | % Complete (to date) | % Complete (this period) | Amount Due (this Period) |
|--------------------------------|--------------------|---------------------------------|-------------------------------------|-------------------------------------|
| Topographic Survey | \$6,200.00 | 80.00% | 60.00% | \$3,720.00 |
| GPR/Utility Investigation | \$15,000.00 | 50.00% | 25.00% | \$3,750.00 |
| Electrical Design | \$12,000.00 | 0.00% | 0.00% | \$0.00 |
| Plumbing Design | \$8,000.00 | 0.00% | 0.00% | \$0.00 |
| Schematic Design | \$5,300.00 | 0.00% | 0.00% | \$0.00 |
| Design Development | \$2,800.00 | 0.00% | 0.00% | \$0.00 |
| Cost Estimate | \$7,200.00 | 0.00% | 0.00% | \$0.00 |
| Construction Documents | \$6,200.00 | 0.00% | 0.00% | \$0.00 |
| Bidding and Construction Admin | \$8,100.00 | 0.00% | 0.00% | \$0.00 |
| | <u>\$70,800.00</u> | | | |
| Subtotal Task Charges | | | | \$7,470.00 |
| INVOICE TOTAL | | | | \$7,470.00 |

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Ann Fisk

Name of business/group sponsoring proposed event if applicable: 1st Congregational Church of Montague

If applicable, number of years your organization has been running this event in Montague? 42

Address 4 North Street Montague

Contact phone 367-2812

Contact email shollow25@comcast.net

FID _____

Dates of proposed event Aug 17 Location: Montague Center Common

Hours 6:30 am - Noon Set Up: 6:30 am Clean Up: Noon

Approximate number of people expected to attend 75

What provisions will be made regarding clean up of site? race committee will ensure grounds are picked up.

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Road race starting line

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Runners /walkers will gather - then start race

Fully & specifically describe the premises upon which the proposed event is to take place.

East side of Common

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
 - food/beverage
 - alcohol
 - other services
- N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

North Street is closed in front of church during race

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

MCFD monitors race course - Station Street closed to finish line till 10 am

What provisions will be made regarding first aid and emergency medical care?

MCFD EMT on site

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.


Signature of applicant Tom Lisk

Date 4-30-2024

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval/ Comments


Date: 4-30-2024

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2024

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 have ADDITIONAL INSURED provisions or 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).

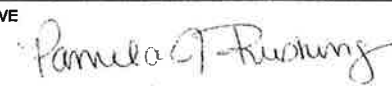
| | | | |
|--|--|-------------------------------------|---------------|
| PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452 | CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C. No. Ext): 1-800-554-2642 E-MAIL ADDRESS: customerservice@churchmutual.com | FAX (A/C. No.): 855-264-2329 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED FIRST CONGREGATIONAL CHURCH 4 NORTH ST MONTAGUE MA 01351-8931 | INSURER A: Church Mutual Insurance Company, S.I. | | 18767 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | | 0310924 21-629174 | 11/01/2023 | 11/01/2024 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Town of Montague 1 Avenue A Turner Falls MA 01376 | 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  |
|--|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.

| | Contractually Obligated (Total) | Updated 09/03/24 Open or Closed | Prior to Mar 2022 1,227,311.44 | Apr 22 to Mar 2023 1,227,311.44 | Total 2,454,622.88 | Adopted Budget | | Total Budget | Cumulative Obligations/Contracts | | Cumulative Expenditures | | Unspent | |
|---|---------------------------------|------------------------------------|-----------------------------------|------------------------------------|-----------------------|-------------------|--------------------|--------------|----------------------------------|------------|-------------------------|------------|------------|--------------|
| | | | | | | Prior to Mar 2023 | Apr 23 to Mar 2024 | | Mar 2023 | Mar 2024 | Mar 2023 | Mar 2024 | | Total |
| <550K | | | | | | | | | | | | | | |
| Received prior to Mar 2022 | 225-4-128-4500 | | | | | | | | | | | | | |
| CSD LITCP Update | 225-5-128-5800-002 | 49,000.00 | Closed | | | 49,000.00 | | 49,000.00 | 49,000.00 | | 49,000.00 | | | |
| COVID Test Kits | 225-5-128-5800-001 | 18,450.00 | Closed | | | 25,000.00 | | 25,000.00 | 18,450.00 | | 18,450.00 | | | 6,550.00 |
| Collection System Study | 225-5-128-5800-003 | 69,109.00 | Closed | | | 250,000.00 | | 250,000.00 | 202,000.00 | | 4,076.33 | | | 180,891.00 |
| Sewer Vactor Truck | 225-5-128-5800-004 | 400,000.00 | Closed | | | 400,000.00 | | 400,000.00 | | | 400,000.00 | | | 400,000.00 |
| Screw Presses/Pumps | 225-5-128-5800-005 | 19,269.71 | Open | | | 26,500.00 | | 26,500.00 | 26,500.00 | | 949.48 | | | 7,230.29 |
| Holiday Lights | 225-5-128-5800-006 | 19,403.00 | Closed | | | 20,000.00 | | 20,000.00 | 9,433.00 | | 9,433.00 | | | 597.00 |
| Winter Parking Signs | 225-5-128-5800-006 | 5,757.63 | Open | | | 10,000.00 | | 10,000.00 | 5,757.63 | | 9,970.00 | | | 19,403.00 |
| Fx Sewer Line | 225-5-128-5800-008 | 153,880.65 | Closed | | | 165,000.00 | | 165,000.00 | | | 153,880.65 | | | 153,880.65 |
| Waste Receipts | 225-5-128-5800-009 | 11,684.56 | Closed | | | 15,000.00 | | 15,000.00 | | | 5,760.78 | | | 11,119.35 |
| Ave A Streetscape Design | 225-5-128-5800-010 | 17,595.00 | Open | | | 46,800.00 | | 46,800.00 | | | 17,595.00 | | | 3,315.44 |
| CMF Tough Terrain Vehicle | 225-5-128-5800-011 | | Open | | | 25,000.00 | | 25,000.00 | | | 6,157.94 | | | 29,205.00 |
| CMF Ops Blkg Boiler | 225-5-128-5800-012 | 18,842.06 | Open | | | 113,500.00 | | 113,500.00 | | | 18,842.06 | | | 6,157.94 |
| CMF Seepage Receiving Station Upgr | 225-5-128-5800-013 | | Open | | | 264,000.00 | | 264,000.00 | | | | | | 113,500.00 |
| Shea Theater Mutual Project | 225-5-128-5800-014 | | Open | | | 25,000.00 | | 25,000.00 | | | | | | 25,000.00 |
| Falle Festival Support | 225-5-128-5800-015 | | Open | | | 12,000.00 | | 12,000.00 | | | | | | 12,000.00 |
| CMF Solids Drying Bed /Trms Static | 225-5-128-5800-016 | 15,000.00 | Closed | | | 15,000.00 | | 15,000.00 | | | 15,000.00 | | | 15,000.00 |
| Social Services Gap Funding | 225-5-128-5800-017 | 29,978.16 | Closed | | | 30,000.00 | | 30,000.00 | | | 29,978.16 | | | 21.84 |
| CMF Generator Install | 225-5-128-5800-018 | | Open | | | 209,000.00 | | 209,000.00 | | | | | | 209,000.00 |
| Montague Cultural Council FZ4 | 225-5-128-5800-019 | 700.00 | Open | | | 9,000.00 | | 9,000.00 | | | 700.00 | | | 8,300.00 |
| Montague Cultural Council FZ5 | 225-5-128-5800-020 | | Open | | | 9,000.00 | | 9,000.00 | | | | | | 9,000.00 |
| Montague Cultural Council FZ6 | 225-5-128-5800-021 | | Open | | | 205,000.00 | | 205,000.00 | | | 97.10 | | | 204,902.90 |
| Town Hall Annex Solar | 225-5-128-5800-022 | 192,930.52 | Open | | | 200,000.00 | | 200,000.00 | | | 270.64 | | | 199,729.36 |
| Old Town Hall Windows* | 225-5-128-5800-023 | 132,829.00 | Open | | | 50,000.00 | | 50,000.00 | | | 45,673.20 | | | 4,326.80 |
| Old Town Hall Roof Repair | 225-5-128-5800-024 | 45,673.20 | Closed | | | 125,000.00 | | 125,000.00 | | | | | | 125,000.00 |
| Unity Skate Park Lights | 225-5-128-5800-024 | | Open | | | 35,000.00 | | 35,000.00 | | | | | | |
| Burn Dump Closure (Design) | 225-5-128-5800-025 | 35,000.00 | Closed | | | | | | | | 35,000.00 | | | |
| Totals | | | | | 120,822.88 | 1,007,300.00 | 1,326,500.00 | 2,333,800.00 | 311,140.63 | 311,140.63 | 725,797.96 | 188,912.75 | 909,710.71 | 1,424,089.29 |

Avenue A Streetscape Phase IV Continuation Project
4/10/2024
Bid Results

| | BIDDER | ADDRESS | BASE BID | ALT 1 | ALT 2 | ALT 3 | RECEIVED | | |
|----|--------------------------------|---------|----------------|--------------|-------|-------|------------|------------|------|
| | | | | | | | ADDENDUM 1 | ADDENDUM 2 | BOND |
| 1 | <i>Morias Concrete</i> | | \$1,501,848.40 | \$360,000.00 | | | x | x | x |
| 2 | <i>MountainView Landscapes</i> | | \$1,097,980.00 | \$325,000.00 | | | x | x | x |
| 3 | <i>Omasta Landscape</i> | | \$1,424,593.00 | \$279,900.00 | | | x | x | x |
| 4 | <i>HM Nunes</i> | | \$1,180,000.00 | \$150,000.00 | | | x | x | x |
| 5 | <i>MassWest</i> | | \$1,684,000.00 | \$341,000.00 | | | x | x | x |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |

| | |
|------------------------------|-------------|
| low bid | \$1,097,980 |
| 10% construction contingency | \$109,798.0 |
| total budget | \$1,207,778 |
| | |
| project budget | \$1,207,778 |
| CFP grant funds | 975,000 |
| ARPA funds Requested | \$232,778 |

Note: The Selectboard has previously allocated \$46,800 for engineering 1