

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376**

Monday, July 12, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/83720457976>

Meeting ID: 837 2045 7976

Password: 999161

Dial into meeting: **+1 646 558 8656** or **+1 312 626 6799** or **+1 301 715 8592**

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 in-person 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. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes:
 - Joint Selectboard and Board of Health Meeting: June 28, 2021
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. 6:33 Residents of County Club Lane
 - Reduce Speed to 15 mph on Country Club Lane
5. 6:45 Personnel Board
 - New Hire: Appoint Brandy Patch, DPW Office Manager, Grade E, Step 6, NAGE Union, \$25.51/hr. Effective 8/2/21.
 - Status Change: Appoint James Deery, Staff Sergeant, Grade SS, Step 5, NEPBA Union, \$39.35/hr. Effective 7/1/21.
 - Status Change: Appoint Peter Lapachinski, Sergeant, Grade S, Step 5, NEPBA Union, \$35.43/hr. Effective 7/1/21.
 - New Hire: Debra Kern, Library Substitute, \$14.00/hr. Effective 7/15/21.
 - Town Administrator proposal to enhance Town administrative management, community and economic development, and infrastructure maintenance capacity
6. 6:55 Christopher Menegoni, Great Falls Harvest
 - License for Extended Use of Public Property for Outdoor Retail and Dining, 50 Third Street, 8/1/21 to 11/30/21
 - Use of Public Property and Tables and Chairs, Great Falls Market, 109 Avenue A, Turners Falls

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Monday, July 12, 2021

7. 7:00 Larissa Knox: Montague Elks
 - Application for a one-day liquor license associated with a Car Show. Montague Elks Lodge, 1 Elk Ave, Turners Falls, 8/8/21, 12pm – 3pm. (Rain Date 8/15/21)
8. 7:05 Ann Fisk, 1st Congregational Church of Montague
 - Event Application: Montague Town Common Montague. Montague Mug Race, 8/21/21, 7:00am – 1:00pm.
9. 7:10 Cassandra Holden, Laudable Productions
 - Update on parking and event management plan
 - Review of event capacity figure
 - Finalize Event Permit specifications
10. 7:20 WRSI 40th Birthday Party at Unity Park
 - Mark Lattanzi - Update on Free Concert to be held 8/1/21, 1:00 PM - 8:00 PM
 - Linda Tardif - Application for a one-day liquor license at Unity Park, Shea Theater Arts Center. 8/1/21, 12:00 PM - 7:00 PM
 - Gary Bogoff - Application for a one-day liquor license at Unity Park, Berkshire Brewing Company. 8/1/21, 12:00 PM - 7:00 PM
11. 7:30 Notice of Grant Award, Walter Ramsey
 - MassDOT Shared Streets Shared Street + Spaces Grant Award, \$127,000, for sidewalk/ pedestrian safety improvements on 2nd and 3rd Streets near Unity Park.
12. 7:35 Procurement/Contract Awards
 - Issue notice to proceed and execute contract with Baltazar Contractors, Inc. for the construction of sidewalks on Keith, Montague, and Turnpike Rd for total amount of \$394,965 (Base bid plus Alt 1) using a FY20 Complete Streets Grant.
 - Execute agreement for engineering service with Wright-Pierce Engineering for the Development of an Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) to address Combined Stormwater Overflow (CSO), \$49,900.
 - Source of funding – American Rescue Act Coronavirus State and Local Fiscal Recovery Funds (ARPA/CSLFRF) grant.
 - Execute agreement with Samantha Couture of Reading for Town-wide Preservation Assessment, MA. \$30,000.
 - Extend UMass Collins Center contract for Financial Policy Development through 12/31/21.

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376**

Monday, July 12, 2021

13. 7:45 Town Administrator's Report
- COVID Case Count Update
 - Republic Services efforts to remedy recent issues with curbside trash and recycling
 - Health Department Grant Submittal: DPH Local Support for COVID-19 Contract Tracing. Regional application with Greenfield, Deerfield, Sunderland.
 - Chestnut Hill Loop Bridge replacement project: mobilization begins week of July 19, construction beginning the week of July 26.
 - Council on Aging roof construction is commencing this week.
 - Topics not anticipated in 48 hour posting

Anticipated Next Meeting Date: Monday, July 26, 2021 at 6:30pm

Part I ADMINISTRATION OF THE GOVERNMENT

Title XIV PUBLIC WAYS AND WORKS

Chapter 90 MOTOR VEHICLES AND AIRCRAFT

Section 18 SPECIAL REGULATIONS, SPEED AND USE OF
VEHICLES

Section 18. The city council, the transportation commission of the city of Boston, the board of selectmen, park commissioners, a traffic commission or traffic director, or the department, on ways within their control, may make special regulations as to the speed of motor vehicles and may prohibit the use of such vehicles altogether on such ways; provided, however, that except in the case of a speed regulation no such special regulation shall be effective unless it shall have been published in one or more newspapers, if there be any, published in the town in which the way is situated, otherwise in one or more newspapers published in the county in which the town is situated; nor until after the department, and in the case of a speed regulation the department and the registrar, acting jointly, shall have certified in writing that such regulation is consistent with the public interests; provided, however, that nothing herein contained shall be construed as affecting the right of the metropolitan district commission or of the department of environmental management to make rules and regulations governing

the use and operation of motor vehicles on lands, roadways and parkways under its care and control. No such rule or regulation shall prohibit the use of passenger or station wagon type motor vehicles whose gross weight is less than five thousand pounds and which are registered for commercial use on ways where noncommercial passenger type motor vehicles are permitted to operate. No such regulation shall be effective until there shall have been erected, upon the ways affected thereby and at such points as the department and the registrar, acting jointly, may designate, signs, conforming to standards adopted by the department, setting forth the speed or other restrictions established by the regulation, and then only during the time such signs are in place. Any sign, purporting to establish a speed limit, which has not been erected in accordance with the foregoing provisions may be removed by or under the direction of the department.

Any person, corporation, firm or trust owning a private parking area or owning land on or abutting a private way, or any person, corporation, firm or trust controlling such land or parking area, with the written consent of the owner, may apply in writing to the city council, the traffic commission of a city or town having a traffic commission, the transportation commission of the city of Boston or the board of selectmen in any town in which the private way or parking area lies, to make special regulations as to the speed of motor vehicles and as to the use of such vehicles upon the particular private way or parking area, and the city council with the approval of the mayor, the traffic commission of a city or town, the transportation commission of the city of Boston or the board of selectmen, as the case may be, may make such special regulations with respect to said private way or parking

area to the same extent as to ways within their control and such special regulations shall not be subject to approval by the department or the registrar; provided, however, that any traffic signs, signals, markings or devices used to implement such special regulations shall conform in size, shape and color to the most current manual on uniform traffic control devices.

Dear Montague Selectboard,

July 22, 2020

We are writing a joint letter to request action for a new posted speed limit of 15 miles per hour and any other signs (Children, Strictly Enforced, etc.) alerting drivers that there are children living on Country Club Lane in Turners Falls.

Having Thomas Memorial Golf Club at the end of our street is an asset to our neighborhood. We have no grievance with the golf course. With that said, we do have an increasing problem with drivers going to and from the golf course that has been getting worse over the years. The intersection is at Griswold St, crossing over to Country Club Lane in one direction and Oakman St connecting the other direction. There are stop signs in each direction as you can see in the diagram attached.

The issues are as follows:

- Drivers rarely, stop at those stop signs in either direction when coming and going from the golf course, but it seems to be more so coming up from Country Club Lane and it is not the residents.
- Drivers are accelerating when crossing on to Country Club Lane and then speed to and from the golf course.
- Residents have had signs on their yard or put toys close to the road to alert drivers that children are near.
- Residents have asked drivers to slow down and have been told "just watch your kids better", "There is no speed limit posted".
- Residents don't even call the police anymore because we know there is nothing they can do when the drivers are gone.

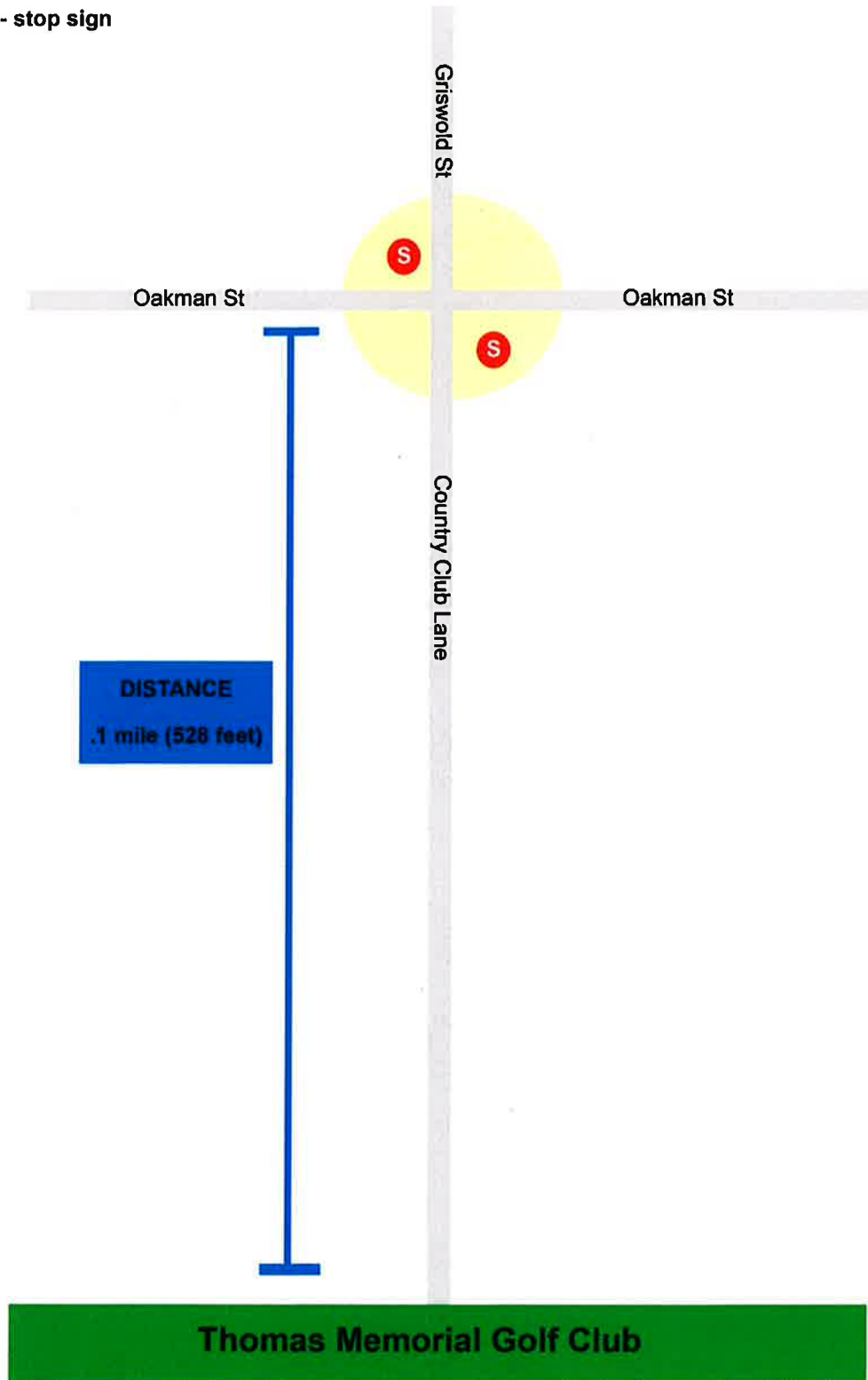
The biggest concern is that this is a short strip going to a dead end, so to speak. There is no outlet so it is not a street for anyone but residents and golfers. In fact, the actual distance from the intersection starting at Country Club Lane to the golf course, is slightly under .1. mile (528 feet). There are 9 young children who live on this short street, and several young grand children who are frequently present between the intersection and the golf course. This is a lot of children to be living on a very short no outlet road, to not have a very reasonable speed limit posted of 15 miles per hour and possibly a "strictly enforced" and or "children at play" sign?

The Highway Superintendent for Montague has been contacted and has no issue with putting up signs, but encouraged us to follow through the proper channels with our original request to you, the Board of Selectmen in Montague. As you will see on the signature page, every resident of Country Club and at the intersection of Country Club Lane and Oakman St, has signed this request.


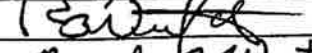
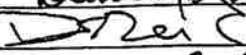
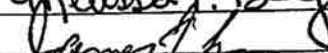
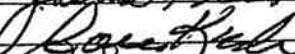
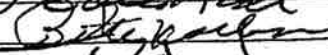
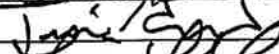
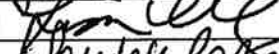
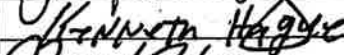
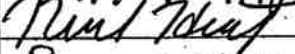
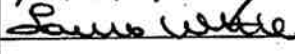
Thank you for your time,

Resident signatures below

 - stop sign



I, the undersigned, support the request for a "15 mile per hour" maximum sign for Country Club Lane in Turners Falls, Massachusetts. I also agree to the issues, concerns and facts that are stated in the letter attached concerning drivers going to and from the gold course. Posting signs to alert drivers of children and that it will be strictly enforced, will be a deterrent in excessive speed and could save a child's life. This request is for signs going in both directions.

Printed Name	Street Address	Signature	Date
Kristopher Henry	16 Country Club Lane		7/4/20
ROBERT WESTFALL	19 Country Club Ln		7-4-20
Brenda Westfall	19 Country Club Ln	Brenda B Westfall	7/4/20
Dorothy Re. C	7 Country Club		7-7-20
Melissa Bergeron	15 Country Club Lane	Melissa G. Bergeron	7-7-2020
James Loan	12 Country Club Ln		10 Jul 2020
DAVID KAPLAN	11 Country Club Ln		7-12-2020
Betty Kaplan	11 Country Club Ln		7-12-2020
Jerri Capucci	30 OAKMAN ST		7-13-2020
LISA McCLINTY	8 Country Club Ln		7-13-2020
Jenifer Labelle	34 Oakman St	Jenifer Labelle	7/13/20
Kenneth Hagar	29 OAKMAN ST		7/13/20
NICOLE Hagar	29 OAKMAN ST		7/13/20
LAURIE WHITE	30 OAKMAN ST		7/13/2020

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/12/21

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 7/12/21

Authorized Signature: _____

General Information:Full name of employee: Brandy Patch Department: DPWTitle: Office Manager Effective date of hire: 8/2/21**New Hire:**Permanent: X Y N If temporary, estimated length of service: _____Hours per Week: 40 Union: NAGE**Wages:**Union: NAGEWages: Grade E Step 6 Wage Rate: \$25.51 (annual/ hourly)

Notes:

Copies to:

____ Employee

____ Treasurer

____ Town Clerk

____ Department

____ Accountant

____ Board of Selectmen

____ Retirement Board

EDUCATION PROFILE:

Bachelors of Arts in Accounting 2002—2004
St. Martin's University, Lacey, Washington

Associate in Technology / Associate in Arts and Sciences 1999—2001
Pierce College, Lakewood, Washington

PROFESSIONAL PROFILE:

Historic Deerfield, Inc., Deerfield, MA June 2007—Present
Accountant

- Work daily to maintain and manage processes for payroll, human resources, and budget management.
- Reconcile cash receipts on a daily basis for the Deerfield Inn and Historic Deerfield.
- Reconcile bank statement, operating accounts and trial balance accounts on a monthly basis.
- Enter journal entries in the general ledger on a daily and monthly basis.
- Processed Accounts Payable in a timely manner, process 1099's at end of year, and maintains all vendors' files.
- Maintain apartment rentals. (Use Microsoft Word to type leases and yearly renewals.)
- Assist departments with budgets. (Enter all departments' budgets into Microsoft Excel, and then export data into accounting software—making monthly adjustments as necessary.)
- Work with Development department daily to process gifts.

Gelinas Lawn Maintenance, Orange, MA April 2012—December 2015
Bookkeeper

- Part time job filing, reconcile cash receipts, enter payroll into Excel, data entry into QuickBooks Pro.

Accountemps, Springfield, MA April 2007—May 2007
Bookkeeper

- Accountemps placed me in a job with Historic Deerfield, Inc. After working at Historic Deerfield, Inc. for one and a half months the organization hired me full time as a Bookkeeper.

Gaster Lumber & Hardware, Savannah, GA March 2006—March 2007
Accounts Payable Clerk

- Performed timely and accurate processing of Accounts Payable.
- Maintained and reconciled checkbook on a daily basis.
- Setup and maintained vendor accounts; as well as worked with vendors and others to reconcile any billing discrepancies.
- Printed and mailed Accounts Payable checks twice a week—approximately 300 checks monthly.
- Ensured timely payments of vendor invoices.

Siminski & Associates, Olympia, WA February 2003—April 2003
Accounting Assistant

- Prepared 2002 tax forms for clients.
- Performed receptionist duties, provided customer service, and assisted CPA's in completing filings during the tax season.

U.S. Army—United States and Germany 1995—2001
Logistics Supervisor

- Provided technical guidance for supply management.
- Reviewed records and information documents for accuracy and completeness.
- Administered unit budget, credit card purchases, and reconciled credit card statements monthly.
- Created spreadsheets and maintained records and files for supplies and equipment in excess of \$3,000,000.
- Performed duties involving request, receipt, storage, issue, accountability, and safeguarding of expendable supplies and equipment.

SKILLS PROFILE:

Highly proficient software user:

- Microsoft Office: Word, Excel, and Outlook
- Sage MIP Fund Accounting
- Checkwriters payroll processing

Town of Montague

Personnel Status Change Notice

Authorized Signature: _____
 Chief of Police: _____

Employee # 1245

General Information:

Full name of employee: James Deery Department: Police

Title: Staff Sergeant Effective date of change: 7-1-21

New Hire:

Permanent: ☒ Y ☐ N If temporary, estimated length of service: _____

Hours per Week: 37.9 Union: NEPBA

Pay: Grade _____ Step SS5 Wage Rate: 39.35

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)

New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Notes: _____

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee
 _____ Treasurer

_____ Department
 _____ Accountant

_____ Board of Selectmen
 _____ Retirement Board

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Chief of Police: _____

Employee # 2432**General Information:**Full name of employee: Peter Lapachinski Department: PoliceTitle: Sergeant Effective date of change: 7-1-21**New Hire:**Permanent: ☒ Y ☐ N If temporary, estimated length of service: _____Hours per Week: 37.69 Union: NE PBAPay: Grade _____ Step 55 Wage Rate: 35.43

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)

New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Notes: _____

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee

_____ Treasurer

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment:** Select Board Meeting Date: 7/12/21

Authorized Signature: _____

Board Authorizing **Wages:** Select Board Meeting Date: 7/12/21

Authorized Signature: _____

General Information:Full name of employee: Debra Ellen Kern Department: LibrariesTitle: Substitute Effective date of hire: 7/15/21**New Hire:**Permanent: Y X N If temporary, estimated length of service: NA Hours per Week: Union: none **Wages:**Union: Wages: Grade Step Wage Rate: \$14/hour (annual/ hourly)

Notes:

Copies to: Employee Treasurer Town Clerk Department Accountant Board of Selectmen Retirement Board



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 ext. 108

COVID-19 EMERGENCY MEASURES

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

No Fee

The COVID-19 pandemic has caused not only a public health crisis, but also a worldwide and local economic crisis. Public health requirements for social distancing, coupled with indoor business capacity limits, have placed substantial new burdens on businesses as they seek to provide products and services to customers at a volume sufficient to sustain profitability. This is particularly true in relation to small restaurants, cafes, and retail shops.

To make accommodation for businesses dealing with these constraints, the Selectboard wishes to make temporary accommodations that will allow these types of businesses to make use of adjacent public spaces to provide outdoor seating, browsing, or pick-up space for their patrons. This will often involve town sidewalks or parking spaces. Given the intent of this initiative, which is to maintain the vitality of our downtown areas, the Town will waive any fees for this permit or others required to extend temporary service into public spaces licensed for use through this application. Note that other non-town fees may still apply.

Outdoor dining and retail areas of appropriate design, configuration, and appearance can be an attractive and welcome amenity throughout the warmer months of the year. Extended use public space license applications will be reviewed by Town staff and given final approval by the Selectboard or its designee, but may also be subject to additional governmental approvals and the approval of the property owner of the building in which the business is located.

Licenses may be for an extended period, but will be subject to annual or potentially more frequent renewal so as to assure that business operations remain in compliance with the terms of the original approval, alignment with Town interests, and sensitive to any changes in emergency conditions. Note that licenses are not currently intended to be available during the Winter Parking Ban period, which typically runs December 1 – April 1, but may begin or end earlier or later at the discretion of the Selectboard.

This form should be submitted to the Selectboard a minimum of 10 days prior to the intended operation date to allow time for processing and approval. All information must be complete. Questions related to this license application form can be directed through to the Selectboard Office.

**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR
OUTDOOR RETAIL AND DINING
COVID-19 EMERGENCY MEASURES**

Name of Business: Grant Falls Harvest
Address: 50 3rd street
Owner Name: Christopher Menagoni
Owner Phone: 413 863 0023
Owner Email: cmene1975@yahoo.com
Manager Name: Bridget Chiffa
Manager Phone: 978 340-7367
Manager Email: duhbridge@yahoo.com

Intended Use

- ☒ Dining: Outdoor food services without alcohol
☐ Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
☐ Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

☒ Yes ☐ No

Does the plan require the use of a public parking space(s)?

☒ Yes, plans require use of 1 spaces ☐ No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

If No, please contact the Planning Department to develop a plan to ensure ADA compliance.

☒ Yes ☐ No

Requested term of license period: Start Date: 8/1/21 End Date: 11/30/21
Latest expected/available end date is November 30, 2021.

Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):

Thursday through Sunday 4pm - 9pm.

Daily maintenance and cleaning plan:

To maintain all signage & clean and sanitizing facility


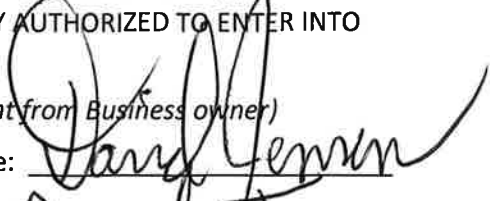
Plan for securing fixtures during evening and closed hours:

Break all down and store in secure room

Required Attachments:

- Area Plan: Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- Insurance: The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- Permits and Approvals: If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- Tax Certificate: The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issued unless the applicant and property owner are current on all taxes, fees, and assessments.
- Acknowledgments of Rules and Regulations: The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

Owner Signature:  (If different from Business owner)
Landlord signature: 
Name (printed): Christopher Mungai Name (printed): David Jensen
Date: _____ Date: 6/28/21

APPROVAL BY SELECTBOARD or Designee:

Selectboard Chair or Designee

Date

ADDITIONAL APPROVALS AS NECESSARY

- ☐ Town Administrator/ ADA Officer
- ☐ Health Director
- ☐ Police Chief
- ☐ Fire Chief
- ☐ Building Inspector
- ☐ Town Planner

Town Use Only

Town Internal Routing, with approval received as necessary:

- ☐ Selectboard's Office
- ☐ Town Administrator/ ADA Officer
- ☐ Health Director
- ☐ Police Chief
- ☐ Fire Chief
- ☐ Building Inspector
- ☐ Town Planner

RULES AND REGULATIONS

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING

All Temporary Licenses for Use of Public Property for Outdoor Retail or Dining shall be subject to the following Rules and Regulations:

1. Licensees wishing to expand their premises to include outdoor dining areas on Town-owned land, shall make written application to the Selectboard and shall receive the approval of the Board or its authorized agent prior to using any outdoor space.
2. The applicant shall provide a neatly drawn schematic plan depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for picking up take-out food or retail products shall also be shown on the plan. Tables/chairs, clothing racks or shelves shall be separated by at least six feet to provide for social distancing. Take-out food pickup shall also be a minimum of six feet from patron seating areas.
3. The use of the Town's property shall be limited to the area designated in the plan and the Licensee shall not allow its operations to encroach upon any other portion of the Town's property, and such use shall not interfere with the use of other public sidewalks or parking areas by members of the public.
4. Approval to use an outdoor area shall not result in an increase in the total number of seats authorized for a food service establishment unless such increase is approved by the Board of Health for food and the Selectboard/ABCC for alcohol; such that the number of seats permitted inside the establishment shall be reduced by the number of seats allowed outside the establishment.
5. Outdoor food preparation shall not be allowed unless separately and formally authorized by the Board of Health.
6. The Licensee and property owner shall be current on all taxes and fees owed to the Town and shall not be subject to any outstanding suspensions or enforcement orders.
7. If the establishment intends to serve alcohol in the outdoor area, the permit holder shall apply for and receive approval of an alteration of premises from the Selectboard and the ABCC (unless a change in law provides an exemption from this requirement).
8. If the establishment intends to use the outdoor area for entertainment, the permit holder shall obtain a permit from the Selectboard.
9. The outdoor area shall physically abut the primary premises, such that staff and patrons shall not have to cross streets, private property or parking lots to access the outdoor area.

RULES AND REGULATIONS

10. For Licensees that intend to sell alcohol, the outdoor area shall be physically designated with ropes, fencing or other barriers and no space outside the designated area shall be used for the service of alcohol.
11. The Licensee shall comply with and enforce all rules, orders and guidance of the Governor, the Department of Public Health and the Town of Montague Board of Health relative to COVID-19 safety measures, including but not limited to gathering size limits and face covering requirements.
12. The Licensee shall be solely responsible for cleaning the outdoor area and securing tables, chairs and equipment when the area is not in use.
13. The Business Owner shall carry Workers' Compensation Insurance as required by the Commonwealth of Massachusetts for all employees and those of its contractors and/or subcontractors, as well as **Commercial General Liability in the amount of \$1,000,000 individual and \$2,000,000 aggregate**. The Town shall be specifically named as an "additional insured" for General Liability coverage and for Liquor Liability coverage, where applicable. Business Owner shall furnish a certificate of insurance to the Town prior to commencing activities on the public space. Insurance shall be maintained for the full term of this license and where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing the same.
14. Licensee acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to serve alcohol and/or food in the outdoor area and that nothing herein shall be deemed to waive Licensee's obligations to apply for and comply with all such permits, approvals and conditions governing the use of the outdoor area and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted. The Town will waive its own fees for permits deemed essential to establishing and maintaining the outdoor operation.
15. Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by the Licensee.
16. Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during at the expiration of this License. All such items shall be removed no later than the last effective date of this License.
17. Licensor makes no representation as to the operation, presence, or adequacy of any utilities and Licensor has no obligation to supply any such utilities to the Premises.
18. Licensee shall at all times comply with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

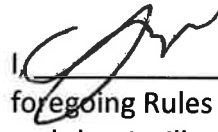
RULES AND REGULATIONS

19. Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.
20. Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Town with regard to the collection and disposal of refuse or debris.
21. The Town is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.
22. Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.
23. Licensee shall not conduct any operations upon the Premises except for those that are expressly authorized by the terms of the License.
24. Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.
25. Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.
26. The Town reserves the right and the Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's use.
27. This License is terminable at any time by the Town for any violation of these Rules and Regulations or any other applicable law or for convenience.
28. This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.
29. This License may not be modified except in writing, duly executed by both parties.
30. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,

RULES AND REGULATIONS

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I,  _____, hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.

Christopher Menegoni

Name:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2021

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 A.H. Rist Insurance Agency, Inc. 159 Avenue A P.O. Box 391 Turners Falls MA 01376	CONTACT NAME: Tracey Kuklewicz PHONE (A/C, No, Ext): (413) 863-4373 FAX (A/C, No): (413) 863-9658 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CBV Harvest, LLC 50 Third Street Turners Falls MA 01376	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 2020 Certificate **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			08 SBA AB2467	8/6/2020	8/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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 <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			08 SBA AB2467	08/06/2020	08/06/2021	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location: 50 Third St, Turners Falls, MA 01376

CERTIFICATE HOLDER

Town of Montague
One Avenue A
Turners Falls, MA 01376

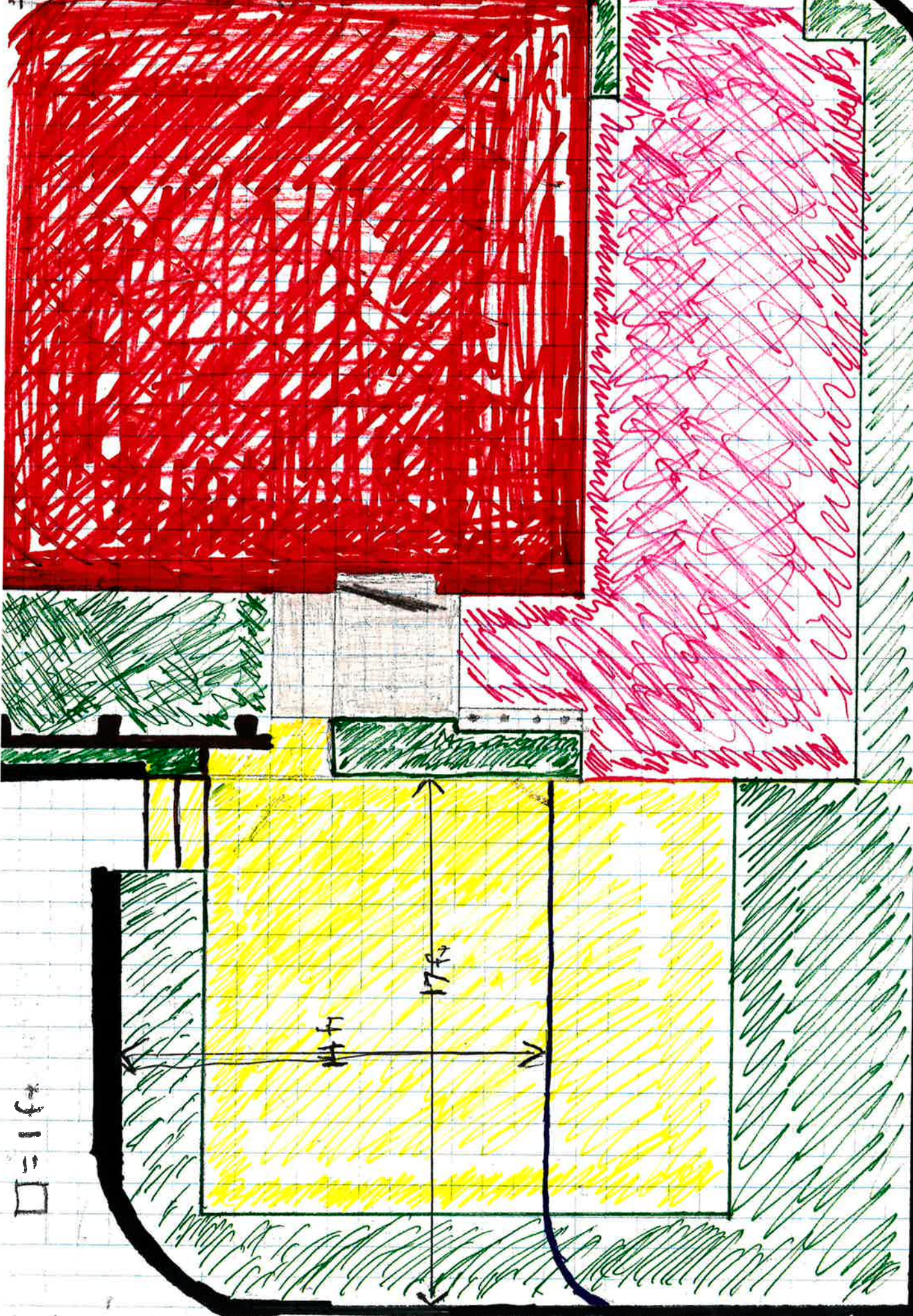
CANCELLATION

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

Tracey Kuklewicz/MB

□ = 16'



- 3rd Street
- - Curb
 - - New Patio
 - - Current Patio
 - - Concrete
 - - Building
 - - Planter Area
 - - Current Planter
 - - Curb

Great Falls Harvest – View of Affected Parking Area



BOARD OF SELECTMEN
TOWN OF MONTAGUE

TABLES AND CHAIRS LICENSE

YEAR 2021
FEE: \$ _____

Permit No. _____
Date: _____

The undersigned petitions the Montague Board of Selectmen for license to place tables and chairs at the location specified in the application.

LOCATION: 109 Avenue A BUSINESS: Great Falls Market
OWNER: Christopher Monagor MANAGER: Bridget Chatter

1. The granting and use of this license is in accordance with the Policies for Placing Tables and Chairs in a Public Way approved by the Board of Selectmen June 17, 2002. Compliance with the Policies are a condition of this license.
2. I/We agree to indemnify and hold the Town of Montague harmless from all claims for damage whatsoever arising from the occupation of said public ways under this license. A Certificate of Insurance is attached and will be maintained in the amount of \$500,000/\$500,000.
3. I/We have read the Policies and agree to abide by all conditions stated.

By: Christopher Monagor

Address: 37 K Street

Telephone #: 413 863 0023

This license and the location diagram shall be available at the requested location for inspection during the time of use to any enforcing officer of the Town.

Additional conditions: _____

Reviewed by: Superintendent of Public Works

Signature and Date

The Montague Board of Selectmen voted the petition approved and license granted. _____
Date

Chair, Montague Selectboard

cc: Police Dept.

F:\Bldg\TablesChairsPermit 20Aug01.doc



Board of Selectmen Town of Montague

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Christopher Monaghan

Address of applicant: 37 K Street

Phone # of applicant: 413 863 0023

Name of organization: Great Falls Market

Name of legally responsible person: Christopher Monaghan

Location of assembly: 109 Avenue A

Date of assembly: Daily

Time of assembly: Begin: 10 AM End: 7 PM

Number of expected participants: 10 - 12

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: _____

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

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE



Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.



Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: Sunday August 8th (Raindate August 15th)

1. Full name, address and phone number(s) of the organization making this application:
Montague EKS Lodge #2521
1 EIK Ave, Turners Falls, MA 01376 413 863-2521
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Larissa A. Knox
435 Hillside Rd, Montague, MA 01351 413 325-1489
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES ☒ NO ☐
4. Nature of Event Car show Number of Attendees 100
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☒ NO ☐
6. Location where event shall be held: 1 EIKS Ave, Turners Falls
7. Has the approval of the property owner been obtained? YES ☒ NO ☐
8. Exact times of the license: FROM 12 o'clock AM/PM TO 3 o'clock AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES ☐ NO ☒ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES ☐ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? _____ Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title

Date

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

Car show
parking
(up to 60 cars +)
All spectator parking
is at Our Lady of
Peace Church.

open
to all
tenants

Properties
Dwellers

Beer trailer
from Girardi Dist.

grill

Blocked off
entrance from
11:30-4

→ one way entrance
off 7th St.

Entrance
to car show
in parking
lot

Montague elks Building



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? 40

Address 4 North Street

Contact phone 413-367-2812 Contact email shallow25@comcast.net

FID _____

Dates of proposed event Aug 21, 2021 Location: Montague Center Common

Hours 7am - 1pm Set Up: Same Clean Up: _____

Approximate number of people expected to attend 75

What provisions will be made regarding clean up of site? Staff will police the grounds - trash removed to proper barrels

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other Road Race

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

Montague Mug Race start line (registration)
Awards
maybe short fiddle music

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

Montague Center Common
Street in front of 4 North St will be closed till Noon

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)

Road closure in front of church but other roads around common unaffected.

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

By closing road there is no traffic issue - runners are only parked for a few hours - early am gone by noon

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

Montague Center EMS on scene

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?

N/A

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 *Don Lick*
Date 6/28/2021

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

[Signature]

Date: 6-29-21

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2021

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

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:	Y		0310924-21-155247	11/01/2020	11/01/2021	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 \$ 2,000,000
							\$
	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) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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 <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

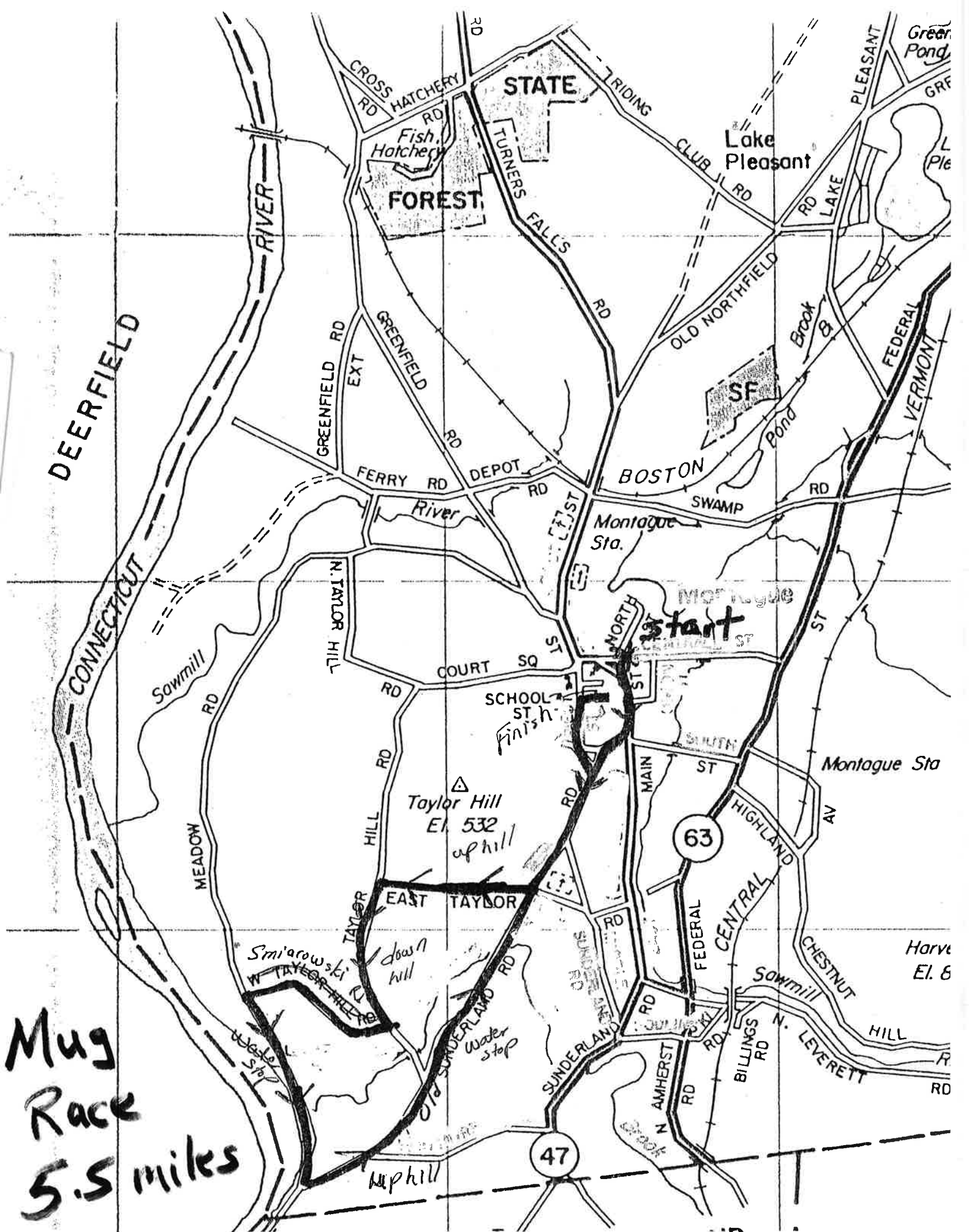
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

08/21/2021, Mug Race, E206, SAAP 531

CERTIFICATE HOLDER**CANCELLATION**

Town of Montague 1 Avenue A Turner Falls MA 01376-1168	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 <i>Rachel Schmidt</i>
--	--

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**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: February 22, 2021 Date Approved: _____ Fee: PAID in 2020

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2021 during the following hours:

@ 27 Center Street Montague

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: 3:00	to: 11:00 pm
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: August 21, 2021 x { yes { no

This is an annual renewal? { yes x { no

1. NAME OF APPLICANT: Cassandra Holden

TELEPHONE: 413.559.7752

2. D/B/A: Laudable Productions

3. PREMISES: 408 North Farms Road, Florence, MA. 01062 BUSINESS PHONE: 413.559.7752

4. The specific categories of licensed entertainment sought to be approved are:

_____ Radio _____ Jukebox _____ Video Jukebox _____ Pinball Machines
_____ Wide Screen TV _____ Television/Cable _____ Pool Tables

Automatic Amusement Devices: Video Games, Number of : _____ Type: _____ Video or _____ Keno

_____ x Dancing by patrons size of floor _____
_____ x Instrumental Music number of instruments & amplifiers: festival stage, audio, and lights
_____ x Live Vocalists number of persons/type of show: 1500 - pending Health Dept. approval.
_____ x Exhibition type: outdoor festival style concert
_____ Trade Show type: immersive theatre
_____ Athletic Event type: pop-up art installation
_____ Play type
_____ Readings of Poetry or other
_____ New Years Eve "after midnight entertainment" _____

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: 12 acres Available Parking: detailed parking plan to be developed

Applicant Signature

*****OFFICE USE ONLY*****

Board of Health

Date

Fire Department, Chief

Date

Police Department, Chief

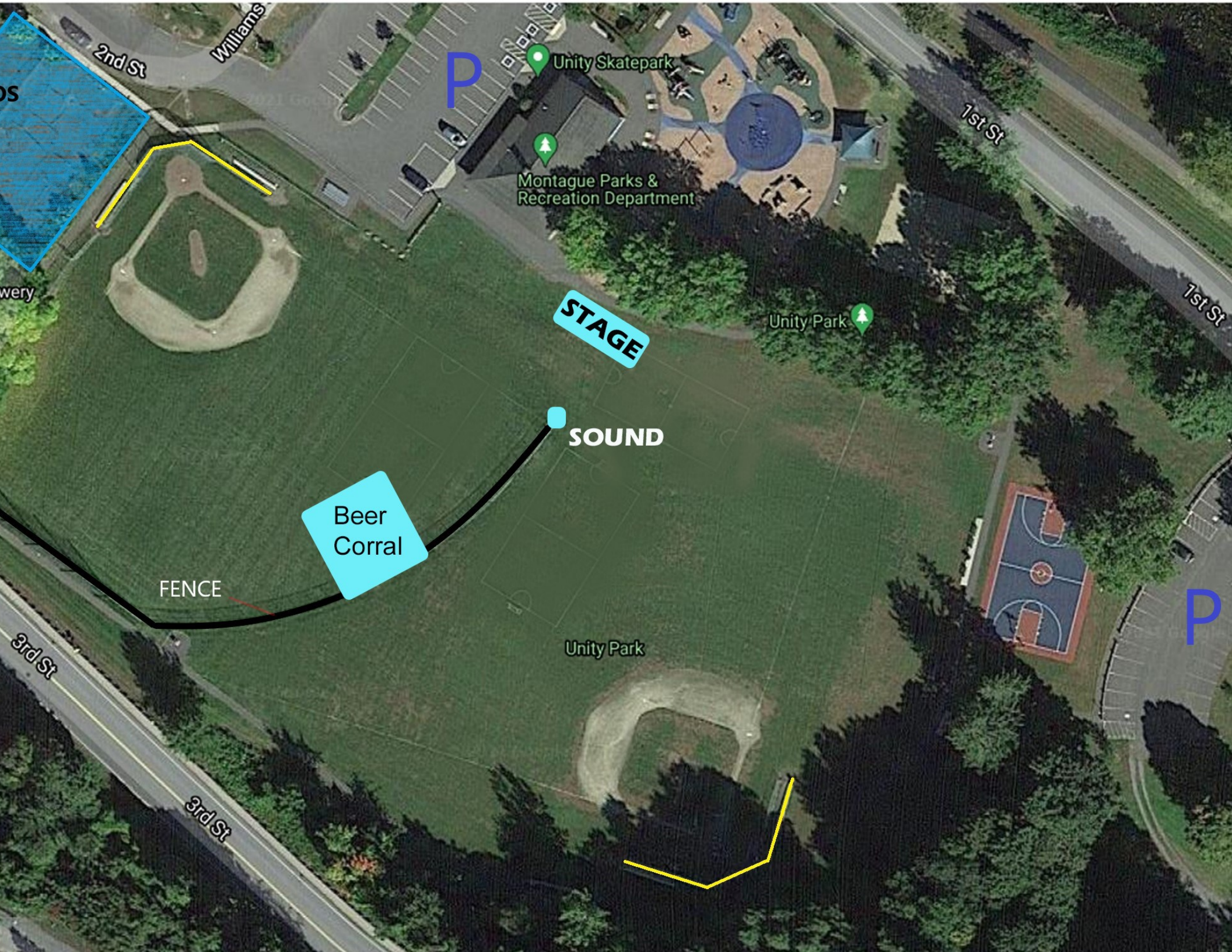
Date

Board of Selectmen, Chairman

Date

Inspector of Buildings

Date



OS

2nd St

Williams

P

Unity Skatepark

Montague Parks & Recreation Department

1st St

Unity Park

1st St

STAGE

SOUND

Beer Corral

FENCE

Unity Park

P

3rd St

3rd St



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2021

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PRODUCER Borawski Insurance 88 King Street, Suite B Northampton MA 01060-3257		CONTACT NAME: Stacie Breck PHONE (A/C, No, Ext): (413) 586-5011 FAX (A/C, No): (413) 586-7973 E-MAIL ADDRESS: sbreck@borawskiinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Central Mutual Insurance Company	
		INSURER B: Central Insurance Companies	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21/22 **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			CLP8662154	02/02/2021	02/02/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Employment Pratices \$ 100,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8662161	02/12/2021	02/12/2022	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			CLP8662154	02/02/2021	02/02/2022	each occurrence 1,000,000 Aggregate 1,000,000

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

The certificate holder listed below is included as additional insured on General liability for ongoing operations if required by written contract or agreement prior to a loss.
 Event at Unity Park in Turners Falls MA August 1, 2021.

CERTIFICATE HOLDER

CANCELLATION

Town of Montague 1 Avenue A Turners Falls MA 01376	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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TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

☒ Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐ Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: AUGUST 1, 2021

1. Full name, address and phone number(s) of the organization making this application:
SHEA THEATER ARTS CENTER
71 AVENUE A TURNERS FALLS MA 01376 413-648-7432
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
CHRIS BELMONTE
103 G STREET TURNERS FALLS, MA 01376 413-559
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation. 1975
YES _____ NO ☒ APRX
4. Nature of Event WEST 40th BIRTHDAY Number of Attendees 300
5. Is the applicant a non-profit organization/duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☒ NO _____
6. Location where event shall be held: UNITY PARK
7. Has the approval of the property owner been obtained? YES ☒ NO _____
8. Exact times of the license: FROM 12 o'clock AM/PM PM TO 7 o'clock AM/PM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES _____ NO ☒ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? YES Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

PRESIDENT
Authorized Representative and Title

6.29.21
Date

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

☒

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: August 1, 2021 Sunday

1. Full name, address and phone number(s) of the organization making this application:
413-335-3208 413-665-6600
Berkshire Brewing Co, Inc 12 Railroad St South Deerfield, MA 01373-0251
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
GARY BOGOFF 84 Hoosac Rd DFL, MA Po. Box 115 SDF 01373
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES ☒ NO ☐
4. Nature of Event WBSI 40th Birthday Number of Attendees APX 3000 -
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☐ NO ☒
6. Location where event shall be held: UNITY PARK
7. Has the approval of the property owner been obtained? YES ☒ NO ☐
8. Exact times of the license: FROM 12 o'clock AM/PM PM TO 7 o'clock AM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES ☐ NO ☒ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES ☐ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? yes Date 7/1/21

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Gary A. B. CEO BBC TIC
Authorized Representative and Title

July 1, 2021
Date

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

TIPS® eTIPS On Premise 3.0 **CERTIFIED**
Issued: 9/2/2019 Expires: 9/2/2022
ID#: 5182599

Gary A Bogoff
Berkshire Brewing Co.
PO Box 251
South Deerfield, MA 01373-0251

For service visit us online at www.gettips.com



HEALTH COMMUNICATIONS INC.

Phone: 800-438-8477

Fax: 703-524-1487

www.gettips.com

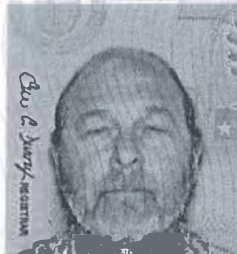
This card was issued for successful completion of the TIPS program.

Signature

A handwritten signature in black ink, appearing to read 'Gary Bogoff', written over a horizontal line.

MASSACHUSETTS

**DRIVER'S
LICENSE**



ISS redacted
EXP redacted
CLASS DM 12 REST NONE
1 BOGOFF
2 GARY ALAN
redacted

NUMBER redacted
DOB redacted
9a END NONE

A handwritten signature in black ink, appearing to read 'Gary Alan Bogoff', written over a horizontal line.

redacted

redacted



BERKBRE-01

MMATZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

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 License # 1780862
HUB International New England
96 Shaker Rd
East Longmeadow, MA 01028

CONTACT NAME: Monique Matz

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: monique.matz@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Northern Insurance Company

20303

INSURER B: Federal Insurance Company

20281

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Berkshire Brewing Company Inc.
12 Railroad Street
P.O. Box 251
South Deerfield, MA 01373

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		36043422	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			99488850	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79892580	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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	N/A	71746015	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			36043422	1/1/2021	1/1/2022	\$ 1,000,000

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

Re: WRSI-FM event on 8/1/2021

Signature Sound, Shea Theter, Town of Montague and WRSI-FM are additional insureds with respects to general liability per policy terms and conditions

CERTIFICATE HOLDER

Town of Montague

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



July 1, 2021

Walter Ramsey
One Avenue A
Turners Falls, MA 01376

Dear Walter Ramsey:

Thank you for submitting a project application to the MassDOT Shared Streets and Spaces Program. Your project application has been reviewed, and we are pleased to notify you that your Hybrid: Main Streets and Safe Streets and Paths project has been approved for funding. We received many applications and had a competitive applicant pool from which to select, and your application stood out. Montague's Hybrid: Main Streets and Safe Streets and Paths project will be funded at \$127,337.00 under Chapter 90 Contract Number/ MMARS #50895. Ongoing maintenance, operational, and enforcement costs associated with a project are not eligible uses of this funding.

The Shared Streets and Spaces Program is intended to support projects that promote public health, safe mobility, and renewed commerce by providing new or repurposed space for socially-distanced walking, bicycling, dining, retail, civic activities, and bus travel. Because of the urgency of this effort, the Montague project will need to be fully implemented by December 31, 2021. Please note that any pavement markings or signage included in your project that are not compliant with the Manual on Uniform Traffic Control Devices should be used with caution, and only on a temporary basis. Please feel free to contact the Shared Streets Team to discuss this issue in more detail, if needed.

Upon project completion, award recipients are required to submit a post-construction report, which will be provided to the municipality by MassDOT. We also ask that you document the project's progress by taking before, during and after photos of your Shared Streets and Spaces installation.

We are excited to work with you and the full Montague team as this project advances.

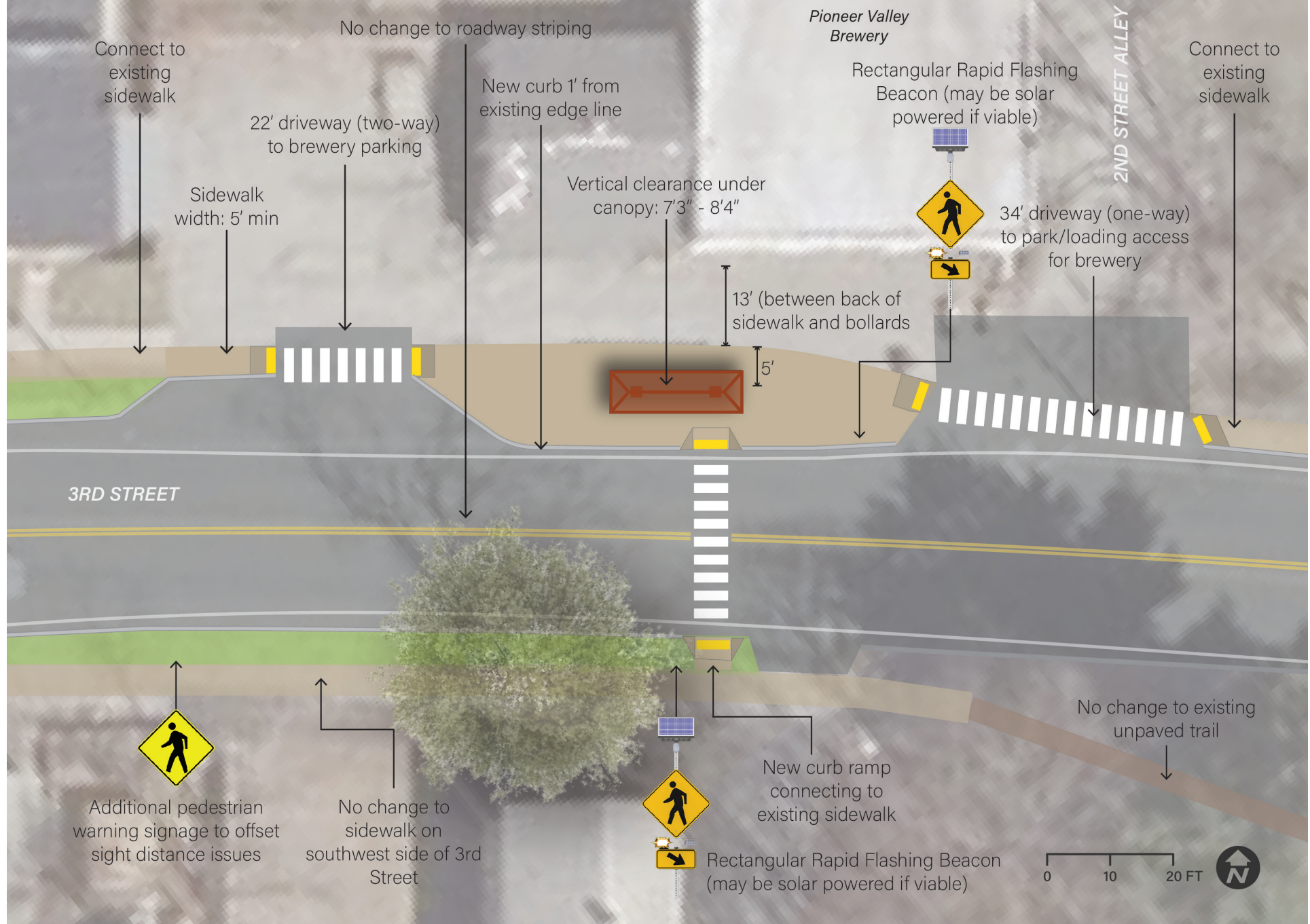
Sincerely,

Jamey Tesler

Acting Secretary and CEO

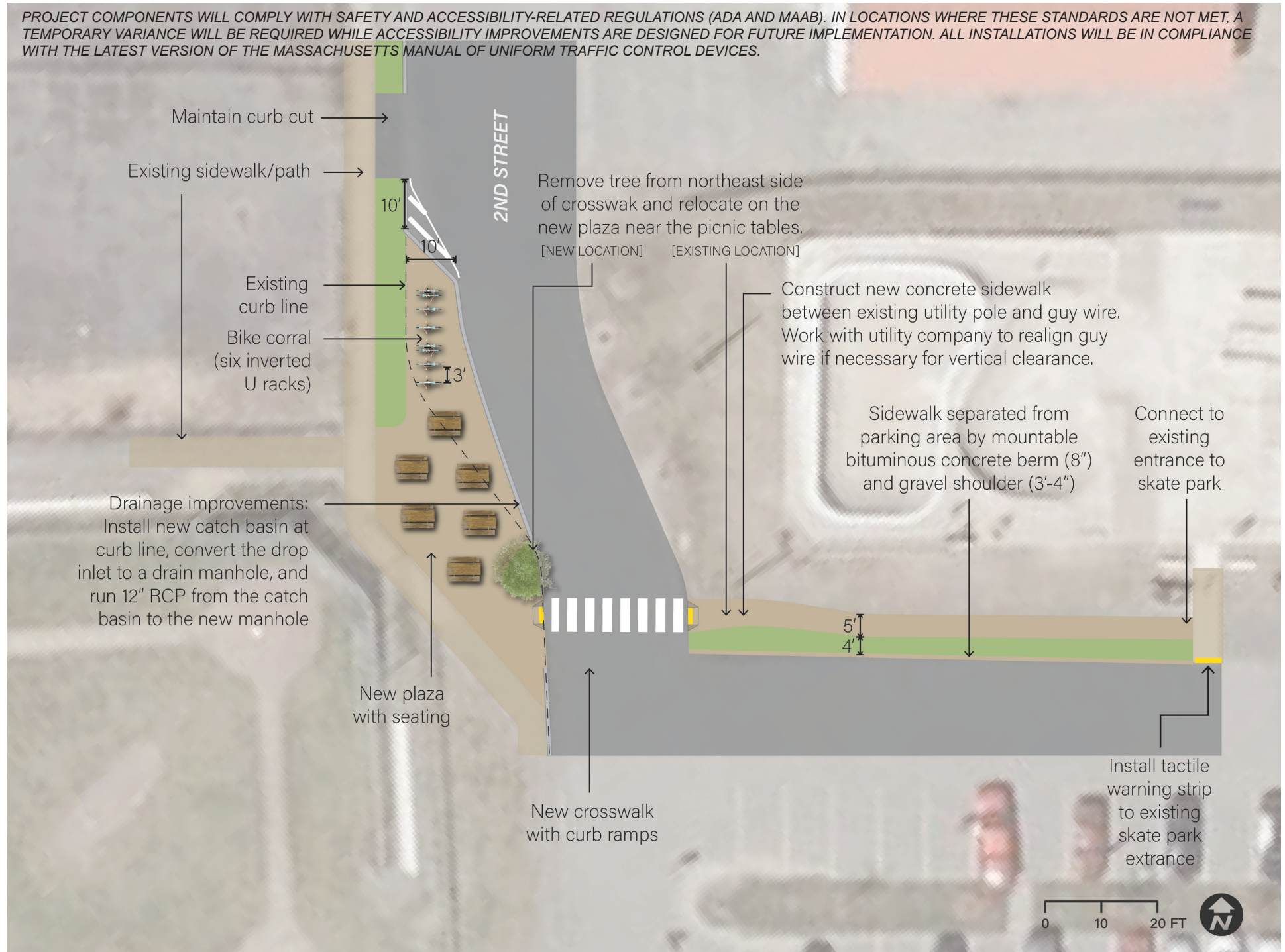
MONTAGUE PROPOSED MASSDOT SHARED STREETS: PROJECT ILLUSTRATION SITE 1

PROJECT COMPONENTS WILL COMPLY WITH SAFETY AND ACCESSIBILITY-RELATED REGULATIONS (ADA AND MAAB). IN LOCATIONS WHERE THESE STANDARDS ARE NOT MET, A TEMPORARY VARIANCE WILL BE REQUIRED WHILE ACCESSIBILITY IMPROVEMENTS ARE DESIGNED FOR FUTURE IMPLEMENTATION. ALL INSTALLATIONS WILL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MASSACHUSETTS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.



MONTAGUE PROPOSED MASSDOT SHARED STREETS: PROJECT ILLUSTRATION SITE 2

PROJECT COMPONENTS WILL COMPLY WITH SAFETY AND ACCESSIBILITY-RELATED REGULATIONS (ADA AND MAAB). IN LOCATIONS WHERE THESE STANDARDS ARE NOT MET, A TEMPORARY VARIANCE WILL BE REQUIRED WHILE ACCESSIBILITY IMPROVEMENTS ARE DESIGNED FOR FUTURE IMPLEMENTATION. ALL INSTALLATIONS WILL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MASSACHUSETTS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.



MONTAGUE PROPOSED MASSDOT SHARED STREETS: TEMPORARY INSTALLATION



SITE 1



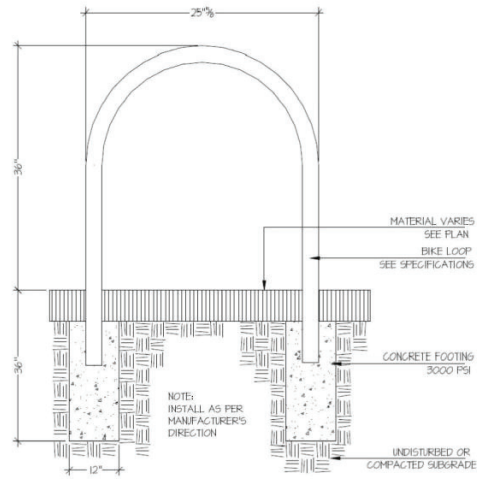
SITE 2

MONTAGUE PROPOSED MASSDOT SHARED STREETS: MATERIAL SPECIFICATIONS

Bike Loops

The bike loops illustrated below were selected for their strength and styling. These bike loops offer flexibility without being intrusive to the streetscape. Their inconspicuous style will not detract from the main pedestrian route.

Manufacturer: Madrax
Model No: Madrax UX190-IG-P
Pipe: 1.5" Schedule 40 Iron
Coating: 0.125" PVC jacket applied to primed surface; black
Capacity: 2 Bicycles
Representative: Madrax
2210 Pinehurst Drive
Middleton, WI 53562
(800) 448-7931



PICNIC TABLE



BICYCLE LOOPS



McMAHON ASSOCIATES
94 N. Elm Street, Suite 308
Westfield, MA 01085
p 413-875-8855

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

July 7, 2021

Walter Ramsay, AICP, Town Planner
Town of Montague
One Avenue A
Turners Falls, MA 01376

RE: FY21 Complete Streets Project – Bid Analysis

Dear Mr. Ramsay:

McMahon Associates, Inc. (McMahon) is pleased to present the following information for the Town of Montague FY21 Complete Streets Sidewalks Project. As you aware, Ms. Andrea Woods, Chief Procurement Officer, of the Franklin Regional Council of Governments (FRCOG) conducted the project bid opening on June 25, 2021.

As can be seen in the attached bid tabulation, a total of two (2) bids were received in the amount of \$479,120.00 and \$594,264.00 from Baltazar Contractors, Inc. and Clayton D. Davenport Trucking, Inc., respectively, and include the base bid and Alternate Bids 1 through 3.

It is understood that the Town of Montague has \$399,686 available for construction using Complete Streets funding, and that Baltazar's Base Bid plus Bid Alternate 1 totals \$394,965, leaving approximately \$4,721 toward a construction cost overrun contingency. Based on communications with the Town regarding the limited contingency funds if the Base Bid Project and Bid Alternate 1 efforts are selected and awarded, it is understood that an additional \$25,000 is available to address potential unforeseen conditions or overages for the book job project. In order to ensure the project meets the specifications and available funding, we recommend that regular monitoring and progress checks are completed.

Please note that Baltazar Contractors, Inc. is prequalified (Exp 10/31/21) by MassDOT in Highway – Construction with a MassDOT Single Class of Work Limit of up to \$27,400,000 for Highway Work, Bike Paths and Sidewalks & Curbing, as well as several other classes of work and values. In addition, several of the references provided by Baltazar Contractors, Inc. were contacted and the responses received were favorable.

However, please recall that Baltazar Contractors pursued legal measures against the Town of Montague in 2016 for a Sanitary Sewer Project and apparent construction elevation issues. Since that

time and project, Baltazar Contractors completed several additional projects for the Town of Montague without issue or concerns.

Therefore, and based on the information and MassDOT prequalifications described above, we recommend that the Town of Montague FY21 Complete Streets Sidewalks Project and contract be awarded to Baltazar Contractors, Inc for the base bid and Bid Alternate 1.

If you have any questions or concerns regarding the submitted bids or information described above, please contact me at your earliest opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Furgal', with a stylized flourish at the end.

Paul Furgal, P.E., PTOE
Office Lead – Westfield

PF/mm

CC Andrea Woods, FRCOG

Complete Streets Project, Montague, MA
Bids Rec 6/25/21 at FRCOG
Bid Analysis

					OFFICE		CLAYTON D. DAVENPORT TRUCKING, INC.		BALTAZAR CONTRACTORS, INC.		Averages	
Item #	Item	Quantity	Unit		Unit Cost	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1	105	STUMP REMOVED	1	EA	\$	350.00	\$	350.00	\$	1,008.00	\$	1,008.00
2	120.	EARTH EXCAVATION	850	CY	\$	50.00	\$	42,500.00	\$	42.00	\$	35,700.00
3	150.	ORDINARY BORROW	20	CY	\$	35.00	\$	700.00	\$	58.00	\$	1,160.00
4	151.	GRAVEL BORROW	650	CY	\$	65.00	\$	42,250.00	\$	72.00	\$	46,800.00
5	170.	FINE GRADING AND COMPACTING	2,450	SY	\$	5.00	\$	12,250.00	\$	9.00	\$	22,050.00
6	220.	DRAINAGE STRUCTURE ADJUSTED	1	EA	\$	450.00	\$	450.00	\$	472.00	\$	472.00
7	384.2*	CURB STOP ADJUSTED	20	EA	\$	220.00	\$	4,400.00	\$	114.00	\$	2,280.00
8	482.4*	SAWING CEMENT CONCRETE	40	FT	\$	5.00	\$	200.00	\$	7.00	\$	280.00
9	504.	GRANITE CURB TYPE VA4 - STRAIGHT	60	FT	\$	50.00	\$	3,000.00	\$	96.00	\$	5,760.00
10	509.	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	20	FT	\$	50.00	\$	1,000.00	\$	229.00	\$	4,580.00
11	509.1	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED	20	FT	\$	66.38	\$	1,327.60	\$	234.00	\$	4,680.00
12	697.1	SILT SACK	10	EA	\$	190.00	\$	1,900.00	\$	125.00	\$	1,250.00
13	701.	CEMENT CONCRETE SIDEWALK	1,125	SY	\$	70.00	\$	78,750.00	\$	120.00	\$	135,000.00
14	701.1	CEMENT CONCRETE SIDEWALK AT DRIVEWAY	195	SY	\$	76.64	\$	14,944.80	\$	147.00	\$	28,665.00
15	701.2*	CEMENT CONCRETE WHEELCHAIR RAMP	90	SY	\$	110.00	\$	9,900.00	\$	169.00	\$	15,210.00
16	702.	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	520	TON	\$	190.00	\$	98,800.00	\$	192.50	\$	100,100.00
17	748.	MOBILIZATION	1	LS	\$	9,500.00	\$	9,500.00	\$	7,455.00	\$	7,455.00
18	751.	LOAM BORROW	250	CY	\$	60.00	\$	15,000.00	\$	120.00	\$	30,000.00
19	765.	SEEDING	300	SY	\$	2.00	\$	600.00	\$	9.50	\$	2,850.00
20	832.	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	200	SF	\$	15.00	\$	3,000.00	\$	24.00	\$	4,800.00
21	847.1	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	16	EA	\$	140.00	\$	2,240.00	\$	385.00	\$	6,160.00
22	866.112	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	890	FT	\$	5.50	\$	4,895.00	\$	6.00	\$	5,340.00
23	874.1*	STREET SIGN REMOVED AND RESET	4	EA	\$	150.00	\$	600.00	\$	150.00	\$	600.00
24	874.2*	TRAFFIC SIGN REMOVED AND RESET	10	EA	\$	150.00	\$	1,500.00	\$	150.00	\$	1,500.00
25	874.4*	TRAFFIC SIGN REMOVED AND STACKED	2	EA	\$	75.00	\$	150.00	\$	150.00	\$	300.00
26	1000	POLICE TRAFFIC CONTROL	1	ESTIMATED	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
Base Bid Total						\$360,207.40	\$474,000.00		\$379,815.00		\$404,674.13	

Bid Alt 1					OFFICE		CLAYTON D. DAVENPORT TRUCKING, INC.		BALTAZAR CONTRACTORS, INC.		Averages	
Item #	Item	Quantity	Unit		Unit Cost	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1	701. CEMENT CONCRETE SIDEWALK (TURNPIKE ROAD INSTEAD OF HMA)	790	SY		70.00	\$ 55,300.00	\$ 106.00	\$ 83,740.00	\$ 85.00	\$ 67,150.00	\$ 87.00	\$ 68,730.00
Deduct Amount of 702.						\$98,800.00		\$100,100.00		\$52,000.00		\$ 83,633.33
Bid Alternate 1 Total						\$316,707.40		\$457,640.00		\$394,965.00		\$389,770.80

Bid Alt. 2					OFFICE		CLAYTON D. DAVENPORT TRUCKING, INC.		BALTAZAR CONTRACTORS, INC.		Averages	
Item #	Item	Quantity	Unit		Unit Cost	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1	105 STUMP REMOVED	1	EA		\$ 350.00	\$ 350.00	\$ 665.00	\$ 665.00	\$ 500.00	\$ 500.00	\$ 505.00	\$ 505.00
2	120. EARTH EXCAVATION	150	CY		\$ 50.00	\$ 7,500.00	\$ 48.00	\$ 7,200.00	\$ 40.00	\$ 6,000.00	\$ 46.00	\$ 6,900.00
3	150. ORDINARY BORROW	10	CY		\$ 35.00	\$ 350.00	\$ 34.00	\$ 340.00	\$ 40.00	\$ 400.00	\$ 36.33	\$ 363.33
4	151. GRAVEL BORROW	150	CY		\$ 65.00	\$ 9,750.00	\$ 66.00	\$ 9,900.00	\$ 45.00	\$ 6,750.00	\$ 58.67	\$ 8,800.00
5	170. FINE GRADING AND COMPACTING	450	SY		\$ 5.00	\$ 2,250.00	\$ 11.00	\$ 4,950.00	\$ 8.00	\$ 3,600.00	\$ 8.00	\$ 3,600.00
6	384.2* CURB STOP ADJUSTED	4	EA		\$ 220.00	\$ 880.00	\$ 111.00	\$ 444.00	\$ 250.00	\$ 1,000.00	\$ 193.67	\$ 774.67
7	482.4* SAWING CEMENT CONCRETE	20	FT		\$ 5.00	\$ 100.00	\$ 4.00	\$ 80.00	\$ 10.00	\$ 200.00	\$ 6.33	\$ 126.67
8	509. GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	20	FT		\$ 50.00	\$ 1,000.00	\$ 200.00	\$ 4,000.00	\$ 80.00	\$ 1,600.00	\$ 110.00	\$ 2,200.00
9	509.1 GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED	20	FT		\$ 66.38	\$ 1,327.60	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00	\$ 122.13	\$ 2,442.53
10	701. CEMENT CONCRETE SIDEWALK	405	SY		\$ 70.00	\$ 28,350.00	\$ 127.00	\$ 51,435.00	\$ 65.00	\$ 26,325.00	\$ 87.33	\$ 35,370.00
11	701.1 CEMENT CONCRETE SIDEWALK AT DRIVEWAY	20	SY		\$ 76.64	\$ 1,532.80	\$ 143.00	\$ 2,860.00	\$ 90.00	\$ 1,800.00	\$ 103.21	\$ 2,064.27
12	701.2* CEMENT CONCRETE WHEELCHAIR RAMP	20	SY		\$ 110.00	\$ 2,200.00	\$ 175.00	\$ 3,500.00	\$ 120.00	\$ 2,400.00	\$ 135.00	\$ 2,700.00
13	702. HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	10	TON		\$ 190.00	\$ 1,900.00	\$ 275.00	\$ 2,750.00	\$ 210.00	\$ 2,100.00	\$ 225.00	\$ 2,250.00
14	748. MOBILIZATION	1	LS		\$ 11,700.00	\$ 11,700.00	\$ 1,158.00	\$ 1,158.00	\$ 1,500.00	\$ 1,500.00	\$ 4,786.00	\$ 4,786.00
15	751. LOAM BORROW	50	CY		\$ 60.00	\$ 3,000.00	\$ 142.00	\$ 7,100.00	\$ 50.00	\$ 2,500.00	\$ 84.00	\$ 4,200.00
16	765. SEEDING	350	SY		\$ 2.00	\$ 700.00	\$ 7.00	\$ 2,450.00	\$ 2.00	\$ 700.00	\$ 3.67	\$ 1,283.33
17	832. WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	30	SF		\$ 15.00	\$ 450.00	\$ 16.00	\$ 480.00	\$ 16.00	\$ 480.00	\$ 15.67	\$ 470.00
18	847.1 SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	4	EA		\$ 140.00	\$ 560.00	\$ 343.00	\$ 1,372.00	\$ 150.00	\$ 600.00	\$ 211.00	\$ 844.00
19	866.112 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	300	FT		\$ 5.50	\$ 1,650.00	\$ 6.00	\$ 1,800.00	\$ 6.00	\$ 1,800.00	\$ 5.83	\$ 1,750.00
20	874.1* STREET SIGN REMOVED AND RESET	3	EA		\$ 150.00	\$ 450.00	\$ 230.00	\$ 690.00	\$ 150.00	\$ 450.00	\$ 176.67	\$ 530.00
21	874.2* TRAFFIC SIGN REMOVED AND RESET	3	EA		\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00

Add Base Bid Plus Bid Alternate 1						\$316,707.40		\$457,640.00		\$394,965.00		\$389,770.80
Bid Alternate 2 Total						\$393,157.80		\$565,264.00		\$458,120.00		\$472,180.60

Bid Alt. 3					OFFICE		CLAYTON D. DAVENPORT TRUCKING, INC.		BALTAZAR CONTRACTORS, INC.		Averages	
Item #	Item	Quantity	Unit		Unit Cost	Total	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1	824.53 SOLAR POWERED CROSSWALK FLASHING BEACON	1	LS		\$ 20,000.00	\$ 20,000.00	\$ 29,000.00	\$ 29,000.00	\$ 21,000.00	\$ 21,000.00	\$ 23,333.33	\$ 23,333.33
Add Base Bid Plus Bid Alternate 1 and Bid Alternate 2						\$393,157.80		\$565,264.00		\$458,120.00		\$472,180.60
Bid Alternate 3 Total						\$413,157.80		\$594,264.00		\$479,120.00		\$495,513.93

AGREEMENT

THIS AGREEMENT made this _____ day of JULY
in the year Two Thousand and TWENTY ONE, between BALTAZAR CONTRACTORS, INC.____, with
a usual place of business at 83 CARMELINA'S CIRCLE, LUDLOW, MA 01056____, hereinafter called the
CONTRACTOR, and the TOWN of MONTAGUE, acting by its Board of Selectmen, with a usual place
of business at 1 Avenue A, Turners Falls, MA 01376, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the MONTAGUE COMPLETE STREETS PROJECT 2021 Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The Contract Documents (Section 11, herein), Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$379,815.00 (three hundred seventy nine thousand eight hundred fifteen dollars).

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before OCTOBER 30, 2021.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time

fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: not applicable

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Approval or review of any documents plans specifications or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The

Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There X is ___ is not a project architect-engineer for this project who is MCMAHON ASSOCIATES, 94 N ELM ST., WESTFIELD, MA 01085 Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within fourteen (14) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Drug Free Workplace Policy
- Supplementary General Conditions, if any
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

12. Terms Required By Law

12.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

General Laws Chapter 25A - Division of Energy Resources

12.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

12.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

13. Indemnification

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Owner, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Owners") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including

but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph “a” above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorney fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGELIMITS OF LIABILITY

Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days prior written notice to the Owner of any modification or termination

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of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, 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 or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserve the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his

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designee, at reasonable times and upon reasonable notice to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195.

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of Franklin, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. The compensation provided by this Contract is subject to the continued availability of funds for the services provided for herein.

N. The Contractor by its signature certifies that it has a drug free workplace and policy.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF MONTAGUE, MASSACHUSETTS
(Owner)

By its _____

CONTRACTOR: _BALTAZAR CONTRACTORS, INC.

By _____

(Name)

(Title)

(Address)

(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

CORPORATION MAY USE THEIR OWN FORM

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which

(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____

(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

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.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____

ATTACHMENT A – INVITATION FOR BIDS



Franklin Regional
Council of Governments

2021 Complete Streets Project Montague, Massachusetts



INVITATION FOR BIDS 20210625

CONTACT INFORMATION:

ANDREA WOODS, MCPPO
CHIEF PROCUREMENT OFFICER
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

12 Olive Street, Suite 2
Greenfield, MA 01301

email: bids@frcog.org

bid docs available at <https://frcog.org/bids>

413-774-3167 X104
FAX: 413-774-3169

Engineering Plans and Specifications by:

McMahon Associates, Inc.
94 North Elm Street

Westfield, MA

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

**INVITATION FOR BIDS
TOWN OF MONTAGUE - COMPLETE STREETS 2021
FRCOG IFB 20220210625**

The Franklin Regional Council of Governments (FRCOG) will accept sealed bids on behalf of the Town of Montague for Complete Streets Improvements.

The sealed bids, plainly marked "**Montague – Complete Streets Bid**" in the lower left hand corner of the envelope will be received by the Franklin Regional Council of Governments, 12 Olive St. Suite 2, Greenfield, MA 01301, until **June 25, 2021 at 2 p.m.**, at which time they will be publicly opened and read.

MASSDOT PREQUALIFICATION in the Categories of "Highway-Construction" or "Highway – Sidewalk and Curbing" in the single contract limit amount of \$468,183.10 or more is required. Contractors should contact the MassDOT Prequalification Hotline at 857-368-8660 with questions about prequalification for this project.

Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. This bid is being undertaken per MGL Ch 30 §39M requiring a 5% bid bond/deposit and 100% Labor and Materials Payment Bond and 100% Performance Bond.

Specifications and plans for the bid and bid instructions are available for download from <https://frcog.org/bids>. Downloading from this site will allow for automatic notifications of any addenda or clarifications.

There is a non mandatory prebid meeting scheduled for this project on Tuesday, June 15 at 10am starting at Keith St, at the Davis St intersection. It is at a rear school entrance and there is plenty of parking.

The Town of Montague is the awarding authority and reserves the right to accept or reject any or all bids in total or in part as they may deem in the best public interest.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
By: *Andrea Woods, Chief Procurement Officer*
June 9, 2021

The Franklin Regional Council of Governments (FRCOG) and the Town do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title

VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

Advertisement for Public Works Construction Services (MGL Ch 30, §39M)

**Complete Streets Project
Keith St, Montague St, and Turnpike Rd, Montague, MA**

□ GREENFIELD RECORDER	June 9, 2021
□ FRCOG Webpage	June 9, 2021
□ Posted at MONTAGUE Town Hall	June 9, 2021
□ Central Register	June 9, 2021
□ CommBUYS	June 9, 2021

CRITICAL DATES

Non Mandatory Prebid Meeting	June 15, 2021 at 10am.
Written Questions Accepted until	June 17, 2021 NOON
Addenda Issued by	June 22, 2021

Deadline for Bid Submissions/Public Bid Opening	June 25, 2021 at 2pm
--	-----------------------------

APPROXIMATE DATES

Contract Executed	July 15, 2021
Work Started	August 1, 2020
Work Completed by	October 30, 2021

.....

PROJECT DESCRIPTION SUMMARY

The Work is a Commonwealth of Massachusetts grant funded Complete Streets project to improve pedestrian and bicycle access in several areas of Montague per the attached Special Provisions.

The project is known as the “Complete Streets Project Keith St, Montague St, and Turnpike Rd, Montague, MA” prepared by McMahon Associates, 94 N Elm Street, Westfield, MA 01085.

The overall proposed project involves new sidewalk along Keith Street, Montague Street, and Turnpike Road through the Town of Montague, Massachusetts. The proposed work extends from the intersection of Davis Street with Keith Street to its intersection with High Street for the Keith Street portion of the project. For Montague Street the proposed work extends from the intersection of Dell Street with Montague Street to its intersection with Turnpike Road. The proposed work for Turnpike Road extends from 83 Turnpike Road to the intersection of Park Villa Drive with Turnpike Road (with Alternate or add-on bid items).

All work is to be completed by October 30, 2021.

Technical specifications are in the IFB, plans by McMahon Associates under Separate Cover.

TECHNICAL SPECIFICATIONS

**TOWN OF MONTAGUE
COMPLETE STREETS IMPROVEMENTS
FRCOG Bid No. 20210625**

GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM and include the required Tax/Corporate Status. Minor defects on a bid submittal may be waived by the Chief Procurement Officer as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted. A 5% Bid Bond/Deposit payable to the Town of Montague in the form of a bank/cashier's check or bond issued by a MA licensed Surety registered with the IRS is also required.
3. As the TOWN OF MONTAGUE is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 30 days from bid opening.
5. The TOWN reserves the right to reject any and all bids, in total or in part.
6. The bidder will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. The contractor will be required to indemnify and hold harmless the TOWN OF MONTAGUE for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
8. If in the judgment of the TOWN OF MONTAGUE, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.
9. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
10. A contract will be signed between the awarded bidder and the TOWN OF MONTAGUE. **A sample contract is attached.** Any provisions of the contract that cannot be met by a prospective bidder must be brought to the attention of the FRCOG during the open question period, otherwise submittal of a bid constitutes acceptance of the Town's standard terms and conditions.
11. Once bids are opened, the FRCOG Chief Procurement Officer will forward the information to the Town and the Town's Consulting Engineer for review.
12. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service,

and degree of exclusion, exemption, or restrictions on the bid form. In the event of identical and responsible low bids, the Contractor with an office in Franklin County, MA will be chosen. If neither bidder has an office in Franklin County, a coin toss overseen by the Chief Procurement Officer will determine the award. Alternates will be evaluated in their order and as budget allows, some or all Alternates will be taken.

13. Any questions about the technical specifications of the project or the bid process must be directed to FRCOG's Chief Procurement Officer via written question (email bids@frcog.org) and all prospective bidders will be notified if an addendum is required.
14. The FRCOG will in no way be responsible for the actions of the TOWN or CONTRACTOR. Payments of invoices will be made within 30 days upon receipt of invoice by each town which requested services.
15. The Chief Procurement Officer will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Andrea Woods, Chief Procurement Officer
OR
Ellen Batchelder, Assistant CPO
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301
EMAIL bids@frcog.org 413-774-3167x104
Email ebatchelder@frcog.org 413-774-3167x131

16. The FRCOG and the TOWN OF MONTAGUE do not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who may need auxiliary aids should call the Council office.
17. Awards will be based on the estimated quantities provided times the price submitted. The responsive and responsible contractor whose total is lowest for the combination of all items will be awarded unless the Town has a legitimate reason to not award to that particular vendor per MGL Ch30 §39M.
18. The project is being partially funded by the Massachusetts Dept. of Transportation Complete Streets Grant Program and is subject to all the provisions of the grant. The project may be cancelled if funding becomes unavailable.
19. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.

20 Contract execution will be conditioned upon producing:

An insurance certificate as outlined on the INSURANCE REQUIREMENTS page and a 100% Labor and Materials Payment Bond and 100% Performance Bond.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, and Bonds acceptable to the Chief Procurement Officer within five days after notice of contract award will result in the forfeiture of the 5% Bid Bond as Liquidated Damages. The Contract may be awarded to the next lowest qualified bidder or the IFB re-advertised, if the Town believes it is in the best public interest.

21.

INSURANCE REQUIREMENTS

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
Contractor's Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$1,000,000

The TOWN OF MONTAGUE shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

169 Main Street, 700 Plaza Middlesex
Middletown, CT 06457
860.343.8297 | www.wright-pierce.com

July 8, 2021
WP Project No. T15317

Mr. Steve Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

SUBJECT: Town of Montague - Engineering Assistance for the Development of an Updated Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP)

Dear Mr. Ellis,

The Town of Montague was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020 addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize Combined Sewer Overflows. As requested, we have developed this proposal to provide engineering services to the Town of Montague Water Pollution Control Facility (WPCF) to assist the Town in meeting the requirements of the Administrative Order, specifically item IV.3. Our understanding of the project is summarized below, followed by our proposed technical scope and fee.

Project Understanding

The Administrative Order specifically brings attention to violations of the NPDES Permit between 2018 and 2019 when untreated combined sewage was discharged from combined sewer overflow (CSO) outfalls. In 2005, the Town developed a CSO Long Term Control Plan (LTCP) and some of the LTCP's recommendations were implemented between 2005 and 2009, while other recommendations were omitted or modified. The Administrative Order requires the Town of Montague to submit an updated LTCP, which can be part of an Integrated Plan in accordance with the Integrated Stormwater and Wastewater Planning Approach Framework. It is our opinion that this assignment would be considered a planning or pre-project development initiative eligible for the State's Clean Water State Revolving Fund (SRF) Program. The result of the updated LTCP is the identification of projects necessary to be designed and constructed to reduce or eliminate CSOs in the Town. As such and if approved, the Town may wish to consider use of its existing ARPA/CSLFRF grant/funding source.

Proposed Scope of Work

Task 1 – Coordinate Informational Workshops

This task includes up to two meetings with the Town staff to gather institutional knowledge, identify gaps in system information, and streamline the data gathering process in Task 2. Wright-Pierce will coordinate with the Town and set up the meetings based on the Town's schedule and will lead the efforts in drafting and distributing the meeting agenda and minutes for each meeting.

Task 2 – Data Gathering and Review

Prior to updating the LTCP, Wright-Pierce will hold workshops as described in Task 1 and work with the Town to gather only information and documentation necessary to address mitigation of the two remaining CSOs in the systems. More specifically, this task includes the following:

1. Collecting and reviewing the following information:
 - a. Planned or completed improvements to the system upstream of the WPCF
 - b. The previous LTCP and Facility Plan that was submitted in 2005.
 - c. WPCF flow meter data, pump station data, and water use data.
2. Developing a matrix to track the status of items identified in the 2005 LTCP. This includes:
 - a. Improvements recommended in Section 7 for the Long-Term Combined Sewer Overflow Plan.
 - b. Improvements recommended in Section 7 for the Water Pollution Control Facility Improvements.
 - c. CSO policies/abatement that may have been updated since the LTCP.
 - d. Alternatives that were previously discussed in the LTCP and how they are applicable now, 20 years later.
3. Assessing the impact of hydraulic modeling efforts. This includes:
 - a. Reviewing any sanitary or stormwater modeling activities since 2005.
 - b. Reviewing the hydraulic modeling results from the WPCF influent pipe effort (currently underway by Wright-Pierce).

Task 3 – Develop an Updated LTCP

Wright-Pierce will prepare an updated LTCP report which incorporates the findings from Tasks 1 and 2. The updated LTCP will incorporate all new information provided, details of findings, recommendations for next steps, and an implementation schedule with planning cost estimates, relative to reducing CSO discharging from 2 CSOs within the Town. Items to be included in the plan are:

1. A summary of existing systems. Town to provide as much of this information as practical.
2. A CSO discharge status, discharge amounts, observations, and permitting regulations. Town to provide information in text and tabular format.
3. An I/I abatement status summary within the combination sewer system.
4. A summary of projects completed and CSO reductions documented since 2005. Town to provide current influent flow data to compare with flow data from previous years during dry and wet weather periods.
5. A summary of any future project initiatives, including:
 - a. Stormwater initiatives (i.e., storage, modeling, cleaning, inspection).
 - b. Sewer improvement projects
 - c. O&M programs that encourage routine maintenance and cleaning within the Montague collection system.
 - d. WPCF improvements

7/8/2021

Mr. Steve Ellis

Page 3 of 4

6. List of identified projects or best practices for addressing CSO reduction or closures in future years.
7. A modified implementation schedule and associated costs.

Wright-Pierce will submit the draft LTCP to the Town of Montague and meet with the Town to review by November 31, 2021. Comments received from the Town will be incorporated, and the LTCP will be finalized within 10 business days of receiving written comments. If requested, Wright-Pierce can also attend up to one meeting to present the findings and recommendations of the evaluation to the Town.

Proposed Schedule

Wright-Pierce proposes the following schedule for this work:

- August 2021 Informational workshop #1/Data gathering
- September 2021 Data review/Informational workshop #2
- October 2021 Begin development of the draft LTCP
- November 2021 Finish preparing draft LTCP and submit draft to Town for review
- December 2021 Meet with Town to review draft LTCP
- December 31, 2021 Prepare final LTCP report and submit to Town and EPA

Depending on the scheduling of workshops and progress of gathering information from the Town, it may be beneficial to accept the three additional months of time offered by the EPA and move the completion date to March 2022.

Proposed Fee

Our proposed fee for performing Tasks 1-3 above is \$49,900. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Reimbursable Expenses	Subcontractor Costs Plus Mark-Up	Total Budget
Task 1 – Coordinate Informational Workshops	21	\$ 800	\$0	\$ 3,800
Task 2 – Data Gathering and Review	86	\$ 0	\$0	\$11,000
Task 3 – Develop an Updated LTCP	293	\$ 500	\$0	\$35,100
TOTAL FEE	400	\$1,300	\$0	\$49,900

7/8/2021

Mr. Steve Ellis

Page 4 of 4

We would invoice the Town on a time-charge basis with a not-to-exceed cost of \$49,900. Upon review and approval of this proposal by the Town, Wright-Pierce will prepare a task order under our existing on-call engineering agreement.

We appreciate the opportunity to work with the Town on this important update. Should you have any questions or require additional information, please call.

Sincerely,

WRIGHT-PIERCE



Laurie L. Perkins, PE
Associate Vice President
Infrastructure Assessment Group
laurie.perkins@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
Wastewater Group
lisa.muscanell@wright-pierce.com

CC: Tom Bergeron, DPW Superintendent
Chelsey Little, WPCF Superintendent

Clean Water State Revolving Fund Program

Policy on Eligible Project Costs

Introduction

This document establishes MassDEP's guidelines for determining the eligible project costs of clean water projects financed through the Clean Water State Revolving Fund Program (CWSRF).

Applicability

This Guidance is intended for use by SRF loan applicants and their consultants in the preparation of applications for CWSRF financing, and by MassDEP SRF Program staff in reviewing loan applications.

Users of this guidance are strongly encouraged to review the regulatory provisions that address eligibility of costs (310 CMR 44.08). For information on the types of projects eligible for financing through the CWSRF, refer to 310 CMR 44.04. These CWSRF program regulations can be found at the following link: <https://www.mass.gov/doc/310-cmr-4400-the-clean-water-state-revolving-fund/download>

Applicants should also refer to the relevant Intended Use Plan (IUP) on which their project appears, since the annual IUP may limit which stages of project implementation (i.e., planning, design, or construction) are eligible for that fiscal year. **Because the demand for construction financing has significantly surpassed available funding, since the late 1990s, MassDEP has excluded from SRF eligibility design stage costs and design projects.**

Purpose

This policy summarizes how MassDEP distinguishes *eligible* costs (those necessary for the completion of a water pollution abatement project) from *ineligible* costs (those which are not necessary for the completion of the project or have been otherwise deemed ineligible by MassDEP). The guidance is provided primarily in the form of examples and includes separate listings for eligible and ineligible costs. Eligible borrowers should contact MassDEP for further guidance concerning any other categories of costs not clearly appearing on either list. In general, in addition to being **necessary**, eligible costs must be (a) **reasonable**, (b) **allocable** to the project, (c) **not a general expense** of

carrying out the overall responsibilities of the eligible borrower or LGU; and, (d) **not funded** under another state or federal financial assistance program.

MassDEP determines eligible costs of each project after reviewing the eligible borrower's loan application. This determination is incorporated within the Project Approval Certificate issued by MassDEP to the Massachusetts Clean Water Trust. Issuance of the Project Approval Certificate is contingent upon an applicant satisfying the criteria and procedures set forth in the DWSRF program regulations, 310 CMR 45.00.

I. Eligible Costs

A. Planning Phase Eligible Costs

The costs of wastewater planning directly related to the water pollution abatement project are eligible costs. Examples of eligible planning projects include:

1. Integrated Water Resource Management Planning;
2. Comprehensive Wastewater Management Planning;
3. Storm Water Management Planning;
4. Cybersecurity Assessment, Emergency Response Plans, and Training ([Supporting Cybersecurity Measures with the Clean Water State Revolving Fund | Clean Water State Revolving Fund \(CWSRF\) | US EPA](#)); and,
5. Project Evaluation Reports (PER).

Eligible project costs include:

1. The costs of professional and consulting services including necessary travel to meet project objectives;
2. The costs incurred to comply with the requirements of the National Environmental Policy Act (NEPA), and/or the Massachusetts Environmental Policy Act (MEPA);
3. The costs of infiltration/inflow (I/I) analysis, sewer system evaluation survey (SSES), hydrogeological studies, and activities incidental thereto; and.
4. Pilot studies.

B. Construction Phase Eligible Costs

The costs of construction and related activities necessary to build the water pollution abatement project are eligible costs and include but are not be limited to:

1. The costs of professional and consulting services including necessary travel to meet project objectives
2. The construction contract including a 5 % construction contingency
3. Costs of start-up services for on-site training of operating personnel in operation and control of specific treatment processes, laboratory procedures, and maintenance and records management
4. The cost of developing an operation and maintenance (O & M) manual or revisions to an existing O & M manual for drinking water treatment facilities.
5. The cost for post construction certification.
6. The costs of groundwater monitoring facilities necessary to determine the possibility of groundwater deterioration, depletion, or modification resulting from building the project.
7. The cost (including associated legal, administrative, and engineering costs), of land that will be an integral part of land application treatment acquired in fee simple or by lease or easement, including:
 - a. Costs of a reasonable amount of land, considering irregularities in application patterns, and the need for buffer areas, berms, and dikes;
 - b. Cost of land acquired for a soil absorption system for a group of two or more homes or municipal buildings;
 - c. Cost of land acquired for storage of treated wastewater in land treatment systems before land application. Only the volume necessary for storage that is greater than the volume necessary for treatment is eligible. The eligible cost will be determined by the ratio of the storage volume to the total volume of the pond; and,
 - d. Cost of land appraisals.
8. Relocation costs associated with wastewater treatment plant construction.
9. Costs of acquiring all or part of an existing publicly or privately owned wastewater pollution abatement works provided all the following criteria are met:
 - a. The acquisition, in and of itself, considered apart from any upgrade, expansion or rehabilitation, provides new pollution control benefits;

- b. The acquired pollution abatement works was not built with previous federal or state financial assistance;
 - c. The primary purpose of the acquisition is not the reduction, elimination, or redistribution of public or private debt; and,
 - d. The acquisition does not circumvent the requirements of 310 CMR 44.00, or other state or local requirements.
- 10. Costs of a reasonable inventory of laboratory chemicals and supplies necessary to initiate plant operations and laboratory equipment necessary to conduct tests required for plant operation.
- 11. Costs for purchase and/or transportation of biological seeding materials required for expeditiously initiating the treatment process operation.
- 12. Cost of permanently fixed shop equipment (i.e., lathes, drill press other power shop equipment) installed at the pollution abatement works necessary for the operation of the works.
- 13. Costs of necessary safety equipment to be used exclusively at the pollution abatement facility provided the equipment meets applicable federal, state, local or industry safety requirements.
- 14. Costs of a reasonable inventory of necessary maintenance equipment (such as lawn mowers, snow blowers, and power and shop tools) and customary furniture and office equipment for new treatment works, provided these purchases are to be used exclusively for that treatment facility. These purchases should receive prior MassDEP approval, be appropriate for the facility's size and usage and should be limited in cost.
- 15. Vehicles having as their purpose the transportation of liquid or dewatered wastes from the collector point (including individual or on-site systems) to the treatment facility or disposal site, or other purposes for which MassDEP agrees is a necessary part of the project
- 16. Computers and ancillary software necessary for efficient operation of the water pollution abatement facility.
- 17. Costs of royalties for the use of or rights in a patented process or product.
- 18. Costs allocable to the water pollution control purpose of multiple purpose projects.
- 19. Costs necessary to mitigate direct, adverse, physical impacts resulting from building pollution abatement works.
- 20. Change orders and the costs of meritorious contractor claims for increased costs under sub agreements provided the costs are within the scope of the

project, not caused by the borrower's mismanagement; and not caused by the borrower's vicarious liability for the improper actions of others. Eligible costs include:

- a. Building costs resulting from defects in the plans, design drawings and specifications, or other sub agreement documents only to the extent that the costs would have been incurred if the sub agreement documents had been free of defects, and excluding the costs of any rework, delay, acceleration, or disruption caused by such defects.
 - b. Costs of equitable adjustments for differing site conditions. Settlements, arbitration awards, and court judgments which resolve contractor claims shall be eligible only to the extent that they meet the requirements of 310 CMR 44.00, are reasonable, and do not attempt to pass on to the state the cost of events that were the responsibility of the borrower, the contractor, or others.
- 21. The costs (including legal, technical, and administrative costs) of assessing the merits of or negotiating the settlement of a claim by or against a borrower under a sub agreement provided the claim arises from work within the scope of the project, a formal amendment to the loan agreement is executed specifically covering the costs before they are incurred, and the costs are not incurred to prepare documentation that should be prepared by the contractor to support a claim against the awardee.
 - 22. The cost associated with the preparation of the pollution abatement works site before, during and, to the extent agreed on in the loan agreement, after building, including the cost of demolition of existing structures on the pollution abatement works site (including rights-of-way) if building cannot be undertaken without such demolition.
 - 23. The cost of removal, relocation or replacement of utilities, if the borrower is legally obligated to pay such costs under state or federal law.
 - 24. The cost of restoring streets and rights-of-way to their original condition. The need for such restoration must result directly from the construction and will generally be limited to those costs of temporary and permanent paving and repaving of sewer trenches and road surfaces.
 - 25. The cost of mobile stand-by generator necessary to supply power for the transmission of wastewater or residuals from small low pressure (STEP or grinder pumps 5 horsepower or under) systems or small pumping stations where permanently installed generators are not feasible, not cost effective, nor have been required by MassDEP.
 - 26. Purchase and installation of equipment for permanent monitoring of flow in sewer systems.

27. Costs for removing, and assuring elimination of infiltration or inflow that is cost-effective or value-effective to remove and may be for any or all the following:
- a. Joint testing and sealing;
 - b. Manhole sealing;
 - c. Manhole cover raising and cover and frame replacement to prevent inflow;
 - d. Service lateral repair and replacement and lining;
 - e. Pipe and manhole replacement and lining;
 - f. The costs of services incurred during the rehabilitation to ensure work was accomplished in accordance with the design drawings and specifications;
 - g. Studies and investigations on private property to determine sources of infiltration and inflow;
 - h. Work related to storm drainage systems where it is demonstrated that the work is essential to the permanent removal of inflow;
 - i. Development of an I/I manual which shall include, at a minimum, improvements to sewer use ordinances, user charge systems and collection system operation and maintenance programs;
 - j. Post rehabilitation certification;
 - k. Sewer separation in partially combined systems.
28. Abatement of combined sewer overflows (CSO), including sewer separation, storage, and treatment. The eligibility of replacements with larger pipe sizes and/or additional catch basins may be eligible only with prior consultation with MassDEP.
29. Purchase and installation of grinder pump systems or septic tank effluent pump (STEP) systems and piping to the sewer main, provided the LGU has obtained an easement (including a blanket easement) and the community is responsible for the maintenance of the grinder or STEP pump system. In general, electrical work and piping from the house to grinder and or STEP pump system is ineligible, however electrical work from the grinder pump to any necessary control/alarm panels is eligible.

C. Miscellaneous and Administrative Eligible Costs

Other costs necessary to plan or implement a drinking water project include, but are not limited to:

1. The costs of police traffic details during construction.
2. Preliminary and or final Plan of Operation.
3. Costs of force account work provided the borrower demonstrates to the satisfaction of MassDEP that the work can be accomplished more economically by the use of the force account method, or that emergency circumstances dictate its use, and that it possesses the necessary competence required to accomplish, document, and audit such work.

II. Ineligible Costs

Ineligible Project Costs are those costs MassDEP determines are the borrower's responsibility and or are not necessary for the completion of the project.

MassDEP has determined that ineligible costs include, but are not limited to, the following:

1. Costs that are incurred in excess of the approved project costs shall not be eligible for a subsidy under the loan unless MassDEP has approved the increase through an amendment to the project approval certificate and the loan has been amended to include the increased amount.
2. The operational costs of drinking water projects shall be ineligible for SRF assistance.
3. Costs which are incurred in violation of applicable federal and state statutes, regulations, or requirements;
4. Bonus payments, not legally required, for completion of building before a contractual completion date.
5. Costs of basin or area wide planning which is not directly related to the project.
6. Removal, relocation, or replacement of utilities located on land by privilege, such as franchise or privilege of sufferance.
7. The cost of vehicles for the transportation of the recipient's employees.
8. Items of routine "programmed" maintenance such as ordinary piping, air filters, couplings, hose, bolts, to major system components.
9. Ordinary operating expenses of the borrower including salaries and

expenses of elected and appointed officials and preparation of routine financial reports and studies.

10. Personal injury compensation, claims related to wrongful deaths, or property damages arising out of the project.
11. Fines and penalties due to violations of, or failure to comply with, federal, state or local laws, regulations or procedures.
12. Costs outside the scope of the approved project, as defined in the Project Evaluation Form.
13. Costs for capacity beyond the design life of the project.
14. Costs for which payment has been or will be received from another federal or state agency.
15. The cost of pollution abatement works that would provide capacity for new habitation or other establishments to be located in environmentally sensitive land such as wetland or floodplain.
16. The pro-rata portion of the costs for utilities that cannot be dedicated for the sole purpose of the drinking water project.
17. The costs of solutions to aesthetic problems, including design details which require expensive building techniques and architectural features and hardware, that are unreasonable or substantially higher in cost than approvable alternatives.
18. Preparation of applications, plans of study, and permits required by federal, state or local regulations or procedures.
19. Architectural or engineering services or other services necessary to correct defects in a comprehensive wastewater management plan, design drawings and specifications, or other sub-agreement documents *except meritorious contractor claims as allowed in section II, Construction Eligible Cost, #15.*
20. The costs of acquisition (including associated legal, administrative, and engineering etc.) of sewer rights-of-way, waste treatment plant sites (including small system sites), or sanitary landfill sites.
21. Any amount paid by the borrower for eligible land in excess of just compensation, based on the appraised value, the borrower's record of negotiation or any condemnation proceeding, as determined by the Commissioner;
22. Rehabilitation, enlargement or replacement of an existing pumping station or construction of a new pumping station not associated with or necessary for servicing the collection system to be built as part of the project shall not be an eligible portion of the project.
23. Costs associated with service connections outside the public way or easement; no more than one service connection per occupied lot or more

than a Y fitting per vacant buildable lot.

24. Costs of electrical work and piping from the house to the grinder pump or STEP system.
25. Costs of non-technical services (legal or administrative) for development of a municipal pretreatment program, user charge system, sewer use ordinance, or inter-municipal agreement.
26. The cost (including associated legal, administrative and engineering costs) of land acquired in fee simple or by lease or easement.
27. Buy-in cost to another community's system.
28. Corrective Action Reports and related corrective action construction for conventional technology.
29. Costs of issuance including administrative, legal and financial costs of the Trust or the local governmental unit associated with the approval, preparation, issuance and use of bonds as required by the Water Pollution Abatement Trust.
30. Design phase costs such as the costs for preparation of construction drawings, specifications, pre-design reports, estimates, and construction contract documents related to the water pollution abatement project are ineligible costs, including the costs of professional and consulting services including necessary travel to meet project objectives and the costs of survey and borings.
31. Any cost that are prohibited by the U.S. EPA, including but not limited to: 2 CFR 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (https://www.ecfr.gov/cgi-bin/text-idx?SID=2312b40f5181614169488e0699a25e61&mc=true&node=se2.1.200_1216&rgn=div8)

Samantha Couture

Reading, Massachusetts 01867 518.377.1163 samanthacouture9@gmail.com www.flyleafbindery.com

PROFESSIONAL SUMMARY

Book and paper conservator with extensive experience of the preservation and conservation of library, archive, and museum collections. Knowledge of a variety of collections materials and needs of collecting institutions. Familiarity with environmental monitoring, integrated pest management, emergency preparedness, disaster response, collections management, and working with the public. Professional Associate of the American Institute for Conservation. Master's in Library and Information Science.

EXPERIENCE

Associate Paper Conservator

2016-present

Oliver Brothers, Beverly, Massachusetts

- Manage projects and workflow
- Design, build, and maintain collection management database
- Treat works of art and documents on paper
- Create written condition and treatment proposals and reports
- Interact with clients

Book Conservator

2000-Present

Sole Proprietor, Flyleaf Bindery, Reading, Massachusetts

- Treat rare books, manuscripts, documents, albums, and works on paper
- Create written treatment and cost proposals for grant applications
- Provide guidance to clients on preservation and conservation needs
- Teach binding and conservation workshops

Imaging Specialist

2019-2020

MIT Museum, Massachusetts Institute of Technology, Cambridge, Massachusetts

- Digitized photographic collection using Capture One camera and software
- Designed rehousing plan and procedures
- Created item descriptions using collections management software

Archive Assistant

2018

Boston Public Library, Boston, Massachusetts

- Created item level inventory and metadata for photographic collections
- Rehoused photographic prints, lantern slides, and glass plate negatives
- Identified condition and deterioration issues

SKILLS

- Preservation needs of paper based collections
- Item and collection level conservation treatment
- Collections storage and housing
- Environmental Monitoring
- Disaster response and preparedness
- Prioritization, project and workflow management
- Collaboration with librarians, archivists, and curators
- Public presentations

Historic Conservation Technician II

2005-2007

New York State Library, Albany, New York

- Treated rare books, manuscripts, documents, albums, and maps
- Supervised the daily operations of the conservation lab
- Monitored environmental conditions
- Participated in disaster response and planning
- Coordinated workflow with Manuscripts and Special Collections
- Created and maintained database to track treatments

VOLUNTEER ACTIVITY

2018-present

Chair, Reading Historical Commission

Town of Reading, Massachusetts

- Secured a Town-Wide Preservation Assessment
- Created written policies for the Reading Town Archive
- Maintain the Town's Archive of land valuation books, town meeting records, maps, photographs, bound and unbound manuscripts

PUBLICATIONS

WIKI Contributor, Historic Scrapbook and Album Structures

2020

American Institute for Conservation, Book & Paper Group

https://www.conservation-wiki.com/wiki/BPG_Scrapbooks

Poster Session 'Election Cake and Tea Cookies;

The Conservation of Historic Cherry Hill's Receipt Book Collection'

2017

American Institute for Conservation 45th Annual Meeting Chicago, Illinois

AWARDS

Cathleen A. Baker Fellowship in Conservation

2019

University of Michigan Library, Department of Preservation and Conservation, Ann Arbor, Michigan

- Examined and treated a selection of photograph albums
- Developed methods to flatten warped album pages
- Created a plan to remove tape and flatten a large batch of album pages

PRESENTATIONS

Saving Your Stuff: Preservation of Family Treasures

2019

Reading Public Library, Reading, Massachusetts

The Fundamentals of Book Conservation

2015

Schenectady County Historical Society, Schenectady, NY

Reclaiming Pages from the Past

2014

Daughters of the American Revolution, Albany Chapter, Colonie, NY

EDUCATION

MLIS, Preservation

Simmons University

Boston, Massachusetts

2018

MFA, Printmaking

Cornell University

Ithaca, New York

2000

BFA, Printmaking

Rhode Island School of Design

Providence, Rhode Island

1992

ADDITIONAL TRAINING

Care and Identification of
Photographs with Gawain

Weaver

Certificate

2019

Preservation of Photographic
Materials &

Photographic Treatment for
Paper Conservators

Virginia Museum of Fine Arts,

Richmond, Virginia

2018

Cloth Binding Repair with

Don Etherington

Syracuse University Library,

Syracuse, New York

2009

MEMBERSHIPS

American Institute for
Conservation

Professional Associate

Guild of Bookworkers

TOWN OF MONTAGUE

CONTRACT FOR TOWN-WIDE PRESERVATION ASSESSMENT SERVICES

AGREEMENT

THIS AGREEMENT made this **12th** day of **July, 2021** 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 **Samantha Couture**, a sole proprietor located principally at **56 Pearl St, Reading MA 01867**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of Information Technology Support Services, hereinafter “the Services”; and

WHEREAS, the CONTRACTOR submitted a Proposal 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:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposal (Attachment A), including without limitation the Specifications therein, and the CONTRACTOR’s bid price (Attachment B). 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.
2. THE WORK. The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2021 and shall expire on June 30, 2022, unless extended at the discretion of the Town up to a maximum of three total years; 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 the sum of thirty-thousand dollars (\$30,000.00). Fifty-percent (50%) to be paid upon invoice following completion of the key informant interview and site visit collections assessment phases of the project; with the balance to be paid upon the Town’s acceptance of final deliverables and completion of presentations as specified in Attachment A.

B. The acceptance by the CONTRACTOR of final payment for 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.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within fifteen (15) days after its receipt of a complete and satisfactory written Invoice.
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 Services, 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:

General Liability

Bodily Injury Liability and Property Damage combined	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury and Property Damage Liability combined \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

- B. All policies shall identify the TOWN as an additional insured (except Professional Liability and 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.

- 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.

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 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

Approved as to Form:

CONTRACTOR: Samantha Couture

Town Counsel

(Signature)

(Name and Title)

Town of Montague Public Libraries



Request for Quotes (RFQ) for a Town-wide Preservation Assessment

Submission Deadline: Thursday, June 24, 2021 at 10:00am

Awarding Authority:

Town of Montague
1 Avenue A
Turners Falls, MA 01376

Contact: Linda Hickman
librarydirector@montague-ma.gov

TOWN OF MONTAGUE PUBLIC LIBRARIES
Request for Quotes for a Town-wide Preservation Assessment

The Town of Montague will accept qualifications and price for completion of a Town-wide Preservation Assessment. The assessment is funded by through a federal LSTA (Library Services and Technology Act) grant administered by the Massachusetts Board of Library Commissioners. This procurement is being done per MGL Ch30b requirements.

All bids must be responsive to the scope described in this RFQ and work must be completed by September 30, 2021. They must include:

- A statement of qualifications, including resume
- A signed copy of the scope of work, indicating your understanding of the work to be performed under this award
- The completed project bid form and other required forms

Bid packages can be mailed, hand-delivered, or submitted as scanned attachments via email. They **must be received no later than Thursday, June 24, 2021 at 10:00am, at which time bids will be opened at the same location.** Direct submissions to:

Linda Hickman, Library Director
Carnegie Library
201 Avenue A
Turners Falls MA 01376
librarydirector@montague-ma.gov

If you have questions regarding this project or wish to be added to the list of individuals who receive responses to questions submitted in response to this RFP, please also direct those via email to Linda Hickman at the email address above. **Questions must be submitted no later than Monday, June 21 at 1pm.** All questions answered will be sent to all interested parties by the following day.

Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply.

The Town of Montague reserves the right to accept or reject any or all bids in total or in part as they may deem in the public's best interest.

KEY DATES

June 21, 2021 at 1:00pm – questions due (email to librarydirector@montague-ma.gov)

June 24, 2021 at 10:00am – Responses Due (email to librarydirector@montague-ma.gov)

June 28, 2021 – Notice of Award and Contract Execution Expected

September 30, 2021 – Project Completion

Issued by: Steven Ellis, Chief Procurement Officer
June 15, 2021

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities

TOWN OF MONTAGUE PUBLIC LIBRARIES
Request for Quotes for a Town-wide Preservation Assessment

I. Scope of Work

The Town of Montague seeks a consultant to perform a “Town-wide Preservation Assessment.” The assessment is funded by the federal LSTA (Library Services and Technology Act) Direct Grant Program and is administered by the Massachusetts Board of Library Commissioners. Please review the following scope of work carefully and sign below to affirm that you have read and understand the requirements and agree to fulfill them if awarded this bid and contract.

- One presentation (virtual or in person) on topics in preservation of library and archive materials for all project partners (to include members of their staffs and other approved volunteers and stakeholders as appropriate). The content of the presentation must include introductions to the common causes of deterioration of library and archives collections; what to expect from the vendor in the preservation assessment process; and facilitation of discussion among project partners about common preservation issues.
- Project Partners include each of the three Montague Public Library locations (Carnegie, Montague Center and Millers Falls), Montague Town Hall, and the Montague Historical Society archives, located at the Montague Center Common Hall. Each partner should receive an electronic copy of their assessment report in PDF form along with two printed copies of the report.
- After the presentation, one site visit is required to each ‘special collections’ repository of each project partner. Depending on the size and scope of collections, visits can be expected to last between two and six hours. Prior to the site visit, the vendor will connect to staff from each project partner and ask for details about any particular preservation or special collections management challenges they face. During the visit, project partners can request the vendor’s expert preservation and conservation advice for any relevant collection objects.
- After the site visits, each project partner/location will receive a Preservation Assessment Report specific to their location, which summarizes the risks to their special collections, with prioritized recommendations of actions to mitigate those risks. Reports can vary in length.
 - At a minimum, the following common drivers of risks must be addressed: Physical Forces (Handling), Security, Disasters (Fire, Water), Environment (Temp, Humidity/Mold, Light, Pollutants, Pests), Neglect & Dissociation (Collection Management).
 - When appropriate, the reports should include preservation recommendations to enhance the institutions’ practices in the following areas: storage of non-traditional formats (usually audio and video), space planning/shelving, content management systems, policy development, and selection for digitization.
- After the site visits, and after the delivery of each partner’s Preservation Assessment Report, vendor must convene one discussion (virtual or in person) with all project partners (to include members of their staffs and other approved volunteers and stakeholders as appropriate). At a minimum, the vendor must provide a summative presentation surfacing any overarching findings and facilitate discussion of the following topics:

TOWN OF MONTAGUE PUBLIC LIBRARIES
Request for Quotes for a Town-wide Preservation Assessment

- Each institution's mission and collecting policies, identify whether institutions duplicate each other's collecting areas, and how they might reduce existing overlapping and any other inefficiencies.
- Themes from each partner's Preservation Assessment, with significant attention provided by the vendor for additional resources, suggestions, and tips to address areas of common need.
- Addressing potential options/opportunities for collaboration. Suggestions regarding shared issues that may be addressed collaboratively through purchasing, volunteer management, space redesigns, software licenses, etc.
- All work must be completed before September 30, 2021.

A suggested timeline for work is as follows:

July – First group meeting

July – Site visits

August – Report production and delivery, draft review and finalization

September – Second group meeting

All costs associated with the conduct and completion of the project are to be included in the bid price.

At the discretion of the Town, this bid will be awarded to the responsible and qualified bidder offering the lowest price. Qualifications will be assessed on the basis of the submitted statement of qualifications and resume, as well as references.

II. Affirmation of Understanding of Commitment

I have read the statement of work and understand that I am agreeing to perform it to the requested specifications and within the required time frame, as specified above.

Authorized Signer Name

Authorized Signature

Date

TOWN OF MONTAGUE PUBLIC LIBRARIES
Request for Quotes for a Town-wide Preservation Assessment
Town-wide Preservation Assessment - Bid Form

Having reviewed the project scope, if awarded, I agree to provide the required services for the all-inclusive cost of:

Total Price \$ 30,000

Price (hand written): Thirty thousand dollars

Signature of Authorized Person ☒



Date

Printed Name

Samantha Couture_____

Title

Conservator_____

Company Name

Flyleaf Bindery_____

Address

56 Pearl Street, Reading, MA, 01867_____

Email

samanthacouture9@gmail.com_____

Telephone

518-377-1163_____

In signing above the bidder acknowledges responsibility for delivering products and services as described in the associated Request for Quotes and understands that bids cannot be submitted with qualifications or caveats not expressly authorized in the RFQ.



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
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mccormack.umb.edu/centers/cpm
collins.center@umb.edu

12D

AMENDMENT TO SERVICE AGREEMENT
Town of Montague
FY21 Budget Scenario Planning, Financial Forecast Development,
Financial Policy Review, and Professional Development – Extension Amendment

This Amendment refers to the Service Agreement (“Agreement”) made on June 8, 2020 between the Town of Montague, (Town) and the University of Massachusetts Boston (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

Whereas, the Agreement reads: “Section 2. Term. The Center will use reasonable efforts to provide professional services from the date of this agreement until June 30, 2021”;

Whereas, the Center is willing and able to continue providing the services described in the Agreement;

Whereas, the Town remains in need of said services; and,

Whereas, the Town and the Center wish to extend the period of the contract to December 31, 2021; now, it is agreed that:

UMass Boston and the Town of Montague have caused this Amendment, **extending the period of the contract from June 30, 2021 to December 31, 2021** to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: Richard Kuklewicz

TITLE: Selectboard Chair

Edward J. Collins, Jr. Center for Public Management

BY: 
Michael Ward, Director

UMass Boston

BY: _____
Shala Bonyun, Associate Director of ORSP



We'll handle it from here.™

To: Steven Ellis - Montague Town Administrator

From: Brian M. Van Dam – General Manager BU138

Subject: Montague Service Concerns

Date: July 8, 2021

As you are aware, in early May 2021 we rebalanced the routes in Montague in order to move a portion of the residential collection from Friday to Wednesday; and, we added a second truck and driver to the Wednesday route. These actions were taken to improve the overall service to the residents and eliminate the frequency of our truck “packing out” before the routes were completed. The initial 2-3 weeks of the rebalancing initiative worked well.

Since late May we, as have many businesses, have been impacted by the tightness in the labor market which has increased turnover and increased the difficulty of hiring new employees. We have focused on the training and conditioning of a well-qualified driver to be the primary driver for the Montague routes on Tuesday through Friday with a second driver being trained and conditioned for the second route on Wednesdays. Due to unplanned employee call outs and the waterfall effect these callouts have on our coverage, the month of June has resulted in lower service quality than the Town or Republic Services finds acceptable. To remedy this situation, we have leveraged our corporate talent acquisition team to assist in identifying and hiring qualified drivers to ensure we are fully staffed (our highest route count day plus 20%). At this point we have a total of 5 new drivers hired. Two of these drivers have completed their initial 4 weeks of mandatory Behind the Wheel instruction; one is in his initial week of training and the other two will be starting training in the next two weeks. These drivers will help to relieve the headcount shortfall which has impacted our ability to consistently service the Town.

We are continuing to seek qualified individuals to achieve overstaffing in our driver corps to enable us to always meet the service commitments we have made to the Town and our other customers. We are also strictly managing paid time off to minimize the impact of vacations on our route performance while being sensitive to the health, safety, and work/life balance needs of our employees.

We are committed to returning the service levels of the Town to a consistent acceptable level consistent with our agreement.

Please feel free to contact me at any time to discuss the information above or the Communication Plan that accompanies this memorandum.

Thank you,
Republic Services – BU138
Brian Van Dam, General Manager

