

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, August 21, 2023**

### **AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/84281015996>

**Meeting ID: 842 8101 5996 Dial into meeting: +1 646 558 8656**

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 Selectboard Minutes from August 7, 2023
- 3. 6:31** 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** Jon Dobosz, Parks & Recreation Director
  - Execute contract with Hastie Fence Co. of Agawam, MA for Unity Skate Park Fence Repairs, \$955
- 5. 6:38** Special Town Meeting
  - Confirm Fall Special Town Meeting Date TUESDAY, October 10, 2023
  - List Potential Capital Requests
  - Identify Other Warrant Items
- 6. 7:00** Wendy Bogusz, Executive Assistant
  - IT Administrator Update
  - Notice from FirstLight regarding change in date of power canal outage, now 9/8/23 – 9/14/23
- 7 7:10** Town Administrator Business
  - Issue a notice of award to JJS Universal Construction Inc. of Dudley, MA for the Montague Center Library Masonry Repointing Project for a lump sum fee of \$70,000 and a total contract value not to exceed \$85,000 for unit costs over the baseline price that are to be approved in advance by the Assistant Town Administrator.
  - To issue a notice of award to Larochelle Construction, Inc. of South Hadley, MA for the Montague Center Library Slate Roof Repair Project for a lump sum fee of \$35,000 and a total contract value not to exceed \$45,000 for unit costs over the baseline price that are to be approved in advance by the Assistant Town Administrator.
  - Notice of completion of sale of GMTA facility
  - Request to Authorize Town Administrator to approve change orders related to the Shea/Colle Roof project

#### **OTHER:**

**Next Meeting:** Selectboard, Monday, August 28, 2023 at 6:00 PM, via ZOOM

## **STANDARD CONTRACT**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Hastie Fence Co.**, with an address of , hereinafter referred to as "Contractor", effective as of the **21st** day of **August**, 20**23**. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Unity Skate Park Fence Repairs** services, including the scope of services set forth in Attachment A.

- 1) Repair existing 4ft high all black vinyl chain link fence.
- 2) Replace 1-2" line post, approx. 20lf of 1 5/8" top rail. Re-stretch and tie chain link fabric.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing **August 28**, 20**23** through **October 31, 2023**.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$ 955.00**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

#### **ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the 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 shall not exceed the fair value of the services provided hereunder.

#### **ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

#### **ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: 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.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of,



or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

	Bodily Injury Liability:
	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence;
	\$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an "additional insured" and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: 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.

**ARTICLE 14: 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.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,  
\_\_\_\_\_, authorized signatory for the 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.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

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

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

Printed Name and Title

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Approved as to Availability of Funds:

_____	(\$_____)
Town Accountant	Contract Sum
530276/99999/0003	



44 Ramah Circle South  
P.O. BOX 571  
Agawam, MA 01001  
413-786-1254 phone  
413-732-6800 fax

[www.hastiefence.com](http://www.hastiefence.com)

MA Contractor # 131210  
CT Contractor # 546626

### Proposal

To: Jon Dobosz	Date: 7/27/23
Company: Montague Parks and Rec	Project: Unity Park
	Turners Falls, MA
Phone: 413-863-3216	Email: recdir@montague-ma.gov

**Scope of work: repair to existing 4ft high all black vinyl chain link fence.**

**Replace 1-2" line post, approx. 20lf of 1 5/8" top rail. Re-stretch and tie chain link fabric.**

**\*\*\*Prevailing wage rates used\*\*\***

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
<b>4ft high all black chain link repair</b>	20lf	2" ss40 line post, 1 5/8" ss40 top rail	L.S.	\$955.00
			Sub total	\$955.00
			Sales Tax	N/A
			Total	\$955.00

Proposal valid for 30 days.

Hastie Fence Co., Inc. will call DIGSAFE/CBYD to mark all public utilities such as electrical, water, and cable locations. Hastie Fence Co., Inc. is not responsible for damage to unmarked private items or PRIVATE utilities. Prior to installation, it is important that you clearly mark the ground for locations of: Underground sprinkler lines, private underground electrical lines (other than utility lines) that supply power to lamp posts, generators, etc.

Barry Syniec C# 413-887-2426

\_\_\_\_\_  
Hastie Fence Company Representative

\_\_\_\_\_  
Customer Signature      Date





99 Millers Falls Road  
Northfield, MA 01360  
Ph: (413) 659-4478  
FAX: (413) 659-4479  
E-mail: [yves.georges@firstlightpower.com](mailto:yves.georges@firstlightpower.com)  
**Yves Georges**  
**Senior Operations Manager, North**

August 2, 2023

**NOTICE: CANAL OUTAGE DATES HAVE CHANGED**

Town Administrator  
c/o Mr. Steven Ellis  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

Dear Mr. Ellis,

The Turners Falls Power Canal service outage will take place Friday, September 8, 2023 through Thursday, September 14, 2023. The canal will be drained by 0700 hours, Friday, September 8, 2023 and remain so until Thursday, September 14, 2023. During this time, the canal will be dewatered to perform inspection and maintenance work along the canal at a number of locations.

We will be performing maintenance activities in and around the canal throughout the week. If you have any projects or activities, pertaining to the power canal, scheduled during this period, please contact me regarding coordination and accessibility issues.

It may become necessary to cancel or reschedule this outage due to system load conditions during this period. You will be notified of changes as they occur. If you have any comments or questions regarding this schedule, please call me so we can discuss them.

Very truly yours,

A handwritten signature in black ink, appearing to read "Yves Georges", with a stylized flourish at the end.

Yves Georges  
Senior Operations Manager, North

YG:lb



# Office of the Town Administrator

## Town of Montague

One Avenue A  
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

7A

**To:** Selectboard

**From:** Walter Ramsey, Assistant Town Administrator

**Date:** August 18, 2023

### **RE: Recommendation to Award Contract Montague Center Library Masonry Rehab and Repair Project**

**RFQ Issued:** July 19, 2023

**Procurement type:** Ch 149 Building Construction Contract

**Bids opened:** August 14, 2023

**Funding Source:** \$100,000 Capital Appropriation (STM 5/7/22 Article#20D)

#### **Summary of Scope:**

- Masonry cleaning of the readily visible stained areas (up to 35% of brick exterior surface area)
- Masonry repair of façade: repoint up to 35% of the brick exterior surface area, replace up to 30 bricks including the corbeling
- Repairing the void under the concrete ADA ramp landing

**Notes:** scope was specified and work will be done under the supervision of historic preservation consultant Chris Sawyer Laucanno.

#### **Bid results Summary:**

Vendor	Lump Sum Baseline Bid	Power Wash (sqft) unit cost over baseline bid	Mortar repointing (sqft) unit cost over baseline bid	Brick replacement (unit) unit cost over baseline bid
JJS Universal Construction	\$70,000	\$5.00	\$30.00	\$80.00
Legrand Masonry	\$114,969	\$4.60	\$55.00	\$247.00
Kronenberger and Sons	\$117,400	\$2.00	\$35.00	\$40.00
Kenney Masonry LLC	\$122,000	\$10.00	\$45.00	\$125.00

WR conducted reference checks for JJS. Reference reviews were positive in terms of professionalism, compliance, workmanship, schedule, and budget. WR notes that JJS's experience with historic

preservation is limited compared to other vendors, however, they have completed at least one successful similar project under the guidance of an architect. The town's hired historic preservation consultant will be hands on to ensure that work is done according to the specifications.

**RECCOMENDATION:**

To issue a notice of award to JJS Universal Construction Inc. of Dudley, MA for the Montague Center Library Masonry Repointing Project for a lump sum fee of \$70,000 and a total contract value not to exceed \$85,000 for unit costs over the baseline.

**Timeline:** Execute contract by Sept 4 at the latest. Work to be done in September and early October. November is typically too cold for mortar to cure. If we miss the early fall window, we will have to wait until the Spring.



# Office of the Town Administrator

## Town of Montague

One Avenue A  
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

**To:** Selectboard

**From:** Walter Ramsey, Assistant Town Administrator

**Date:** August 18, 2023

### **RE: Recommendation to Award Contract Montague Center Library Slate Roof Repair Project**

**RFQ Issued:** July 19, 2023

**Procurement type:** Ch 149 Building Construction Contract

**Bids opened:** August 17, 2023

**Funding Source:** \$50,000 ARPA Appropriation

#### **Summary of Scope:**

- **Repair 153 identified broken, loose or missing slates (base bid)**
- **Install new exhaust fan curb**

**Notes:** Scope was specified based on a Northeast Roof Consultants report. Work will be done under the supervision of historic preservation consultant Chris Sawyer Laucanno. Any slate repairs necessary over the 153 identified in the base bid will be paid out at the established unit price. Roof decking is believed to be in good condition, but if any replacement is needed, it will be done at the proposed unit price. No decking or additional slate repairs over the base bid would be permitted without prior approval from both the preservation consultant and Town Administrator.

#### **Bid results Summary:**

Vendor	Lump Sum Baseline Bid	Decking \$/sqft	Replace slates over base bid \$/slate
Larochelle Construction	<b>\$35,000</b>	<b>\$30.00</b>	<b>\$85.00</b>
Crocker Architectural	<b>\$48,000</b>	\$12.00	\$85.00
Eagle Enterprises	<b>\$48,300</b>	\$20.00	\$95.00
DP Carney Construction	<b>\$57,827</b>	\$25.50	\$114.00

Larochelle has a positive history doing roofing project for the Town of Montague and comes highly regarded by Chris Sawyer Laucanno. WR conducted reference reviews which were positive in terms of professionalism, workmanship, and project execution.

**RECCOMENDATION:**

To issue a notice of award to **Larochelle Construction, Inc. of South Hadley, MA** for the Montague Center Library Slate Roof Repair Project for a lump sum fee of **\$35,000** and a total contract value not to exceed \$45,000 for unit costs over the baseline contract price.

**Timeline:** Execute contract by Sept 4 at the latest. Work to be done this fall. Work to be coordinated around the masonry project.