

## Job Description Scope of Services

### **HUMAN RESOURCES DIRECTOR Monterey**

#### **Job Summary**

The Human Resources (HR) Director is responsible for overseeing all aspects of human resources management within the town's local government. This includes recruitment, employee relations, benefits administration, policy development, and compliance with local, state, and federal employment laws. The HR Director works closely with the SB, Town Administrator, department heads, and employees to create a positive work environment and ensure the efficient and effective operation of the town's workforce.

#### **Schedule**

Up to 8 hours a week, with the ability to work hybrid remote

#### **Supervision Received**

The Director will report to the SB work under the oversight of the Town Administrator. The SB and Town Administrator will outline town program objectives, assign areas of responsibility, and evaluate performance. The Director will otherwise perform duties independently on own initiative, determining situations warranting the attention of the SB and Town Administrator.

#### **Supervision Exercised**

The Director along with the Town Administrator, and Department Heads will recommend individuals for employment; and train, mentor, administer corrective actions and evaluate assigned staff. The Director yThey will serve as a resource to department heads, municipal staff, providing consultation and guidance on human resources issues to departments.

#### **Primary Duties**

Beyond those described above, the Director will be responsible for the following duties:

1. May be asked to assist the Town Administrator with personnel recruitment and selection including advertising, receiving, screening and distributing applications, administering tests, and providing guidance to departments. Assists with the development and maintenance of new employee orientation packages.
2. Maintains accessible office hours on site or remotely for all staff.
3. Ensures the maintenance of permanent records in accordance with federal, state and local regulations.
4. Consults with the Town Administrator and Department Heads to provide advice or clarification regarding human resources, personnel, legal, professional development,

compensation and organizational development issues. Counsels employees, advises Managers/Administrators, investigates personnel problems and disciplinary issues.

5. Communicates human resources policies, practices and procedures to Town employees; Advocates for employees; mediates between employees, and between employees and management.
6. Organizes and promotes professional development opportunities, programs, trainings, and activities to ensure all employees volunteers, elected officials, and committees are educated on legally mandated, technical training, and continuing education support for the municipal workforce.
7. Works in conjunction with the Town Administrator regarding all municipal personnel transactions including, hires, promotions, transfers, salary changes, reclassifications, leaves of absence and terminations.
8. Participates in and/or administers performance management programs for select positions. The Select Board is the hiring and firing authority.
9. Consults with Town Administrator on employee benefit and payroll changes and issues.
10. Prepare employee separation notices and related documentation to determine employment trends and provide a smooth transition out of the Town's employment. Provide information for exiting employees according to unemployment laws.
11. At the town's discretion represents the Towns at meetings related to human resources issues such as grievances, arbitrations, Workers' Compensation, the Department of Labor Relations, and Massachusetts Commission Against Discrimination.
12. For matters related to the performance of a Town Administrator, or a Select board member, the Director will have direct access to town counsel and/or the Select Board.
13. Maintains accurate job descriptions for all positions by working with Department Heads to amend.
14. Does annual review and upkeep of Policy Handbook and present amendments to the Town Administrator.
15. Complete benefits comparisons and consults with Town Administrator to determine need for changes, and recommends improvements.
16. Administers contracts, interprets and proposes recommendations for changes to contract language.
17. Oversees the Towns' compliance with federal and state personnel laws and regulations that cover topics such as wages and hours, equal employment opportunity, drug and alcohol testing, work-related injuries, and employee benefits.
18. Maintain accurate personnel files in concurrence with the Town Administrator.
19. Creates and administers forms that help ease internal personnel processes.

20. Attends and represents the towns at specified meetings and conferences related to human resources. Keeps current on changes in human resources ~~field.~~ Performs ~~field.~~ Performs similar or related work as required, directed or as situations dictate.

### **Desired Minimum Qualifications**

Bachelor's Degree in Human Resources, public administration, business management or a closely related field, minimum of three (3) years' experience in personnel and/or municipal management. Human Resources certification desired. A minimum of five (5) years of experience, with 3 years of progressively responsible experience in a public or governmental human resources setting preferred, or any equivalent combination of education and experience. Municipal experience is desirable but not required.

Considerable knowledge of policies and practices of public personnel administration, employee classification, compensation and benefits, recruitment, selection, training, and labor relations. Excellent written and verbal communication skills; strong organizational skills; ability to establish and maintain effective working relationships with applicants, employees, town staff. Ability to demonstrate objectivity, sensitivity, and a balanced perspective regarding employee concerns and organizational expectations. Ability to interact in a positive manner with personnel at all levels of authority. Ability to prepare and analyze comprehensive reports.

#### Knowledge and Ability:

*Knowledge:* Knowledge of HR policies and procedure development. Knowledge of federal, state and local regulations associated with Human Resources. Working knowledge of all functional aspects of human resources management, including recruiting, compensation, benefits, training, employee relations, labor relations and organizational development. Thorough knowledge of office practices and procedures.

*Ability:* Ability to maintain strict confidentiality in dealing with extremely sensitive employee information. Ability to plan, organize and direct the preparation of studies, analyze problems, prepare reports and formulate recommendations. Ability to communicate effectively, both orally and in writing. Ability to establish and maintain effective working relationships with employees, local, regional, state and federal officials and the general public. Ability to keep accurate complex records and generate reports accordingly. Ability to multi task and manage multiple priorities.

#### Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort generally required in performing duties under typical office conditions.

Position requires the ability to operate a keyboard and standard office equipment. The employee is frequently required to sit, talk, and listen. Specific vision requirements include close vision, distance vision, and the ability to adjust focus. Ability to view computer screens and work with details for extended periods of time and move throughout the office. Must be able to convey information to municipalities, consultants, officials and the public.

**Job Environment:**

- Most work is performed in office conditions; regular schedule may require attendance at occasional evening meetings.
- Able to use a computer, fax, telephone, and other standard office equipment.
- Performance of duties requires regular contact with local, state and federal officials, consultants, municipal employees, and colleagues.
- Errors in judgment could result in delay or loss of service, and have financial and/or legal repercussions.

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*



October 31, 2023

VIA EMAIL – [admin@montereyma.gov](mailto:admin@montereyma.gov)

Melissa Noe  
Town Administrator  
Town of Monterey  
PO Box 308  
Monterey, MA 53566

Dear Ms. Noe:

Thank you for the opportunity to respond to the Town of Monterey's solicitation for HR consulting services. This letter and attachments constitute our response.

#### **About GovHR and GovTemps**

GovHR USA, LLC ("GovHR") is a human resources and management consulting firm serving local government clients throughout the country. Our headquarter offices are in Northbrook, Illinois with professional consultants located across the country. The firm is supported by 20+ full- and part-time employees and over 30 independent consultants. The owners, senior staff and consultants have many years of experience working in local government.

GovTemps USA, LLC ("GovTemps") is the interim staffing line of business of GovHR. It was formed in 2011 and focuses on providing short, long-term, and project-based staffing solutions exclusively to local governments. GovTemps has assisted more than 225 local governments in 23 states with filling over 650 different positions. Senior Vice President Michael Earl oversees GovTemps and will serve as the administrative liaison on this proposal. Attached is a GovTemps information flyer.

#### **Candidates – Janet Gorman or Rachel Glisper**

GovTemps is pleased to present the attached resumes of Janet Gorman and Rachel Glisper. Both candidates have broad-based local government/human resources experience and are interested and available up to eight hours/week to assist the Town.

#### **Cost of Services and Employee Lease Agreement**

The bill rate for Janet Gorman is \$105/hour and for Rachel Glisper the rate is \$91/hour. The rate includes all payroll related expenses, unemployment, workers' compensation, and professional

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liability insurance coverage. The GovTemps employee lease agreement is attached for reference.

We are very excited about the prospect of partnering with the Town of Monterey. Please contact Mike Earl at 224-261-8366 or [mearl@govhrusa.com](mailto:mearl@govhrusa.com) to advise if the Town would like to meet with any or both of the candidates or if you have any follow-up questions.

Sincerely,

A handwritten signature in cursive script that reads 'Joellen Cademartori'.

Joellen J. Cademartori  
Chief Executive Officer  
GovHR USA / GovTemps USA

**Attachments:**

1. GovTemps Information Flyer
2. Janet Gorman – Resume
3. Rachel Glisper – Resume
4. Employee Leasing Agreement



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

# GovTemps USA

## Staffing Solutions for Local Governments

GovTemps USA is the interim staffing division of GovHR USA. It was formed in 2011 by Joellen Cademartori and Heidi Voorhees, who have both had distinguished careers in local government management. They identified the need for a firm that specialized in providing short, long-term, and project-based staffing solutions for local governments.

### Our Clients

GovTemps has assisted numerous municipalities and counties as well as other local governments such as community colleges, park and school districts, townships, special government districts and intergovernmental agencies. To date, GovTemps has assisted more than 225 local governments in 23 states to fill over 650 different positions.

### Positions Filled

GovTemps has placed employees in a wide range of positions including: Accountants, Administrative Assistants, Administrators/Managers, Building Officials/Plan Review Officers, Clerks, Community Development/Economic Development Directors, Engineers, Finance Directors/ CFO's, Fire Chiefs, HR Professionals, IT Technicians, Parks and Recreation Directors, Planners, Police Chiefs, Public Works Directors/Superintendents, and more.

### Why Employees Choose GovTemps

Employees choose GovTemps because of its reputation as a leader in providing temporary staffing assignments for local governments. Placement terms are flexible, typically lasting 3-5 months with a work week that can range anywhere from 10 to 40 hours/week, and many more clients are embracing a remote work option.

GovTemps offers employee benefits that include optional health insurance and a matching contribution towards an IRA for eligible employees. Many employees have been hired on permanently by the client in a temp-to-hire arrangement and more still are working in a long-term contractual capacity.

GovTemps carries professional liability coverage for all its employees. Employees who otherwise might consider working as 1099 independent contractor have opted to work for GovTemps and avoid paying for costly insurance.

### Why Local Governments Choose GovTemps

**Availability of Talented and Skilled Candidates -** Leveraging its connection to GovHR, the GovTemps candidate network includes professionals in transition as well as retirees seeking temporary assignments. GovTemps actively recruits candidates through social media, attendance at association conferences and its connections in the field. GovTemps maintains a robust candidate library.

**Cost Savings -** By partnering with GovTemps, local governments avoid the costs of employee benefits and candidate recruitment. GovTemps is responsible for employee payroll withholdings and carries workers' compensation, unemployment insurance and professional liability insurance on all its employees.

**Flexible Work Schedule -** GovTemps recognizes that local governments often do not need to fill a position on a 40 hour/week basis. Accordingly, GovTemps employees embrace flexible work schedules.

#### Creative Staffing Solutions

- ✓ **Temp-to-Hire** - Prefer to "test drive" the relationship with a candidate for a few months before deciding to make an offer? GovTemps can solicit, vet and present candidates under a temp-to-hire scenario.
- ✓ **Out-Sourcing** - Do you have a position that you will only need filled for a few months or a couple of years and would rather avoid hiring the person directly? GovTemps can take the lead and find you the right candidate.

### Selection Process

Upon notification from an agency that needs to fill a short, long-term, or project-based position, GovTemps will discuss the position requirements with potential candidate(s) and present those that are best suited. The client will decide if they desire to interview any or all of the presented candidates. If a suitable candidate is not immediately available, GovTemps will actively recruit candidates. Once a candidate has been identified and the billing rate is determined, GovTemps and the jurisdiction will enter into an employee leasing agreement.



To discuss your temporary staffing needs, contact  
Senior Vice President  
Mike Earl at 224-261-8366 or  
[mearl@govhrusa.com](mailto:mearl@govhrusa.com)

[jhbinder@hotmail.com](mailto:jhbinder@hotmail.com)

Janet Gorman

SHRM-SCP, ARM

[www.linkedin.com/in/janetgorman](http://www.linkedin.com/in/janetgorman)

[jhbinder@hotmail.com](mailto:jhbinder@hotmail.com)

Cell: 630-441-8155

**ABOUT ME:** For over 25 years I supported my organization as it faced rapidly changing staffing, technical and structural issues in the public sector. My current focus is concentrated on organizations expanding or contracting their workforce that may require transitional HR or Risk Management.

### **SKILLS and ACCOMPLISHMENTS:**

#### Human Capital Management:

- *Benefit and compensation plan review and design as required under Affordable Care Act and various State and local programs. Analyze and present complete benefit package to Board of trustees. Work with brokers and providers to recommend best program at lowest cost.*
- *Manage FMLA, FFCRA, ADA and other State and Federal leave programs. Administer all leave programs for essential workers including those related to COVID-19 exposures or cases. Assist in any COVID 19 contact tracing requirements.*
- *Interpret and administer collective bargaining agreements regarding pay and benefits, provide support to labor/management negotiations.*
- *Prepare compensation packages, incentive programs, orientation and on-boarding activities for employees. Administer COBRA enrollments and retirement benefit offers.*
- *Handle employee programs and investigations regarding job performance, FMLA requests, discipline or termination including review of supporting documents and unemployment claims. Prepare and update Employee Handbooks or intranet content pages.*
- *Prepare salary data regarding compensation and job performance for various positions including work with consultant on wage and salary programs. Continue to update and expand compensation plans.*
- *Recruit qualified personnel to meet organizational goals. Assist in training and development activities for staff replacing expanding or contracting workforce.*

#### Risk Management:

- *Risk Pool delegate and organization representative. Interact with attorneys, actuaries and insurance claims adjusters regarding all liability issues incurred by the organization including personal injury, police professional, employment, workers compensation, auto and property claims.*
- *Advise senior management on periodic loss data and review litigation strategies with attorneys and pooling staff. Create and introduce action plan supported by management to mitigate losses per claim; such as light duty early return to work programs and targeted workers compensation and liability training programs.*



[jhbinder@hotmail.com](mailto:jhbinder@hotmail.com)

- *Assist managing workers compensation claims including job related COVID-19 exposures for essential or non-essential workers. Implement loss reduction and exposure initiatives.*
- *Perform property inspections and risk assessments with insurance representatives and recommend follow-up corrective actions tailored to individual departments.*
- *Prepare and distribute to employees safety policies and procedures including Employee Safety Handbook and various Federal OSHA and State Department of Labor IDOL regulatory programs written for various workforces. Set safety and welfare goals on annual basis with Safety Committee consisting of departmental objectives.*
- *Review certificates of insurance, indemnification and contractual insurance language for all public works contracts. Assure compliance with prevailing wage statutory levels and reporting requirements.*
- *Prepare underwriting and financial data to be used by insurance pool or insurers to allocate premium costs to the organization. Recommend to staff activities such as safety incentives to reduce loss experience.*

**EXPERIENCE:**

*The City of Medford, MA- GOVTEMPS-Contract employee*

Human Resource Special Projects – June 2023 to Present, Assignment includes preparation of contractual MOA and CBA mapping and analytics used during negotiations with nine employee union and non-union groups. Reviewed employee benefit programs for internal consistency which was used to prepare a vacation carry-over policy. Assisted with compensation and classification study involving collection of job description data and internal pay comparisons.

*The Village of Scarsdale, NY- GOVTEMPS-Contract employee*

Municipality located in northern suburb of New York City in Westchester County.

Interim Human Resource Director – September 2021 to April 2022, Assignment included assisting in all facets of Human Resource and Risk Management for local government with approximately 300 employees. Prepared policies, procedures and documents for negotiations with Teamsters, PBA, UFFA and CSEA public employee unions. Worked with insurers to update insurance claims and schedules during transition with new Village management. Sourced candidates for open positions including preparing job descriptions, arranging virtual or in-person interviews and filling openings based on New York Civil Service requirements.

*The Village of Villa Park, Villa Park, Illinois*

Municipality located in western suburb of Chicago serving 23,000 residents.

Human Resource and Risk Manager – 1991 to 2021

[jhbinder@hotmail.com](mailto:jhbinder@hotmail.com)

Engaged for over 25 years in dual position serving public entity including Police, Fire, Public Works, Parks and Recreation, Administration and Community and Economic Development departments. Workforce included 300-400 full and part-time, union (IAFF, MAP, Teamsters, AFSCME) and non-union employees. Responsible for almost 3 million dollar benefit package for all full-time (approximately 150) employees and retirees (approximately 80). Acted as government representative to IRMA Risk pool, IMRF pension plan, ICMA and Nationwide 457 plans and other duties as assigned by Village Manager. Shared management responsibilities for employees in payroll, accounts receivable, accounts payable, cashiering and other finance department functions.

*USG United States Gypsum, Chicago, IL*

Leading manufacturer of gypsum based building products

Human Resource Manager – 1982-1991

Engaged as personnel generalist at various Chicago area locations.

- Research Center – HR and Facilities Manager, generalist position supporting over 100 scientists, engineers and administrative staff. Administered all compensation, benefits, hiring and termination programs. Implemented revitalization program after economic downturn resulting in 45% reduction in force.
- East Chicago Gypsum Board Manufacturing Facility – Personnel Superintendent for over 200 hourly and salaried employees working three shifts to cover 24 hour/7 day operation.
- USG Industries Durabond Adhesive Facility – Personnel Superintendent for 50+ non-union employees in hazardous materials environment. Safety initiatives reduced severe accidents by 100% and encouraged employee training and retention.

**Education**

Loyola University of Chicago – Masters of Business, Institute of Human Resources and Employment Relations (HRER). Named Jesuit Scholar.

Hofstra University, Hempstead, NY – Bachelor of Arts Communication/Journalism, Cum Laude.

Insurance Institute of America – Associate in Risk Management. Two year certificate program.

General regulatory training and various employment, safety and health training programs through the Intergovernmental Risk Management Agency (IRMA).

**Professional**

Certified 2014 through Society Human Resource Managers (SHRM) as Senior Certified Professional (SCP), Member HRA (Oakbrook chapter of SHRM), Member CRHRA (Capital District Albany chapter of SHRM).

Mentor 2012- current HRER (Quinlan School of Business) Loyola University Chicago.

Rachel Glisper

## HR Experience

**Leadership:** Oversaw management of 375 active employees in 25 departments including benefits for 700 retirees.

**Classification and Compensation:** Ensured fairness by completing the first townwide classification and compensation study since the 1980s.

**Diversity Initiatives:** Supported diversity, equity, and culture of inclusion by implementing Town's first Round Table Discussion Series. Coordinated first townwide Cultural Competence Workshop. Increased support for Black, Indigenous, and People of Color (BIPOC) employees, communication, and cultural blend by creating and facilitating Town's first BIPOC Employee Resource Group.

**Hiring Improvement:** Expedited hiring process by initiating implementation of Town's first applicant tracking system.

**Strategic Planning:** Mapped out Town's strategic plan to improve employee engagement according to municipal survey results and formed action teams. Co-chaired strategic plan creation for MMHR; presentation adopted by agency as guide to programming, projects, and improvements 2019 – 2024.

**Succession Planning:** Supported Town's succession planning initiative by implementing Town's first waiver process that enabled internal non-represented employees to be waived into vacancy.

**Policies Update:** Protected employees from harassment by implementing Town's first Harassment of Protected Classes. Created Town's first Remote Work policy. Updated Bereavement Leave, Sexual Harassment, and Education Reimbursement policies.

**Community Communication:** Contributed to understanding of the broader community, maintained standard of excellence in municipal human resources, and provided professional guidance to 200+ cities and towns by serving as Board Member for Massachusetts Municipal Human Resources Association (MMHR).

**Investigations:** Addressed town policy violations by conducting estimated 12 internal investigations on complaints reported to the Human Resources Department.

# Rachel Glisper

## Human Resources Consultant

### **Diversity ♦ Equity ♦ Inclusion ♦ Employee Engagement ♦ Employee Relations ♦ Advocacy**

Investigations ♦ Coaching Facilitation ♦ Training ♦ Development ♦ Negotiation  
Workforce Planning ♦ Policy Development and Implementation Process Improvement

Rachel has worked with GovHR as a Vice President since January 2022. During her time here, Rachel has assisted communities with recruitments for senior level management positions in public safety and diversity, equity, and inclusion. Additionally, Rachel has participated in compensation and classification studies for several communities, and served as a Consultant on the Ferguson Township, PA and Hillsboro, OR Organizational Assessments. Rachel has also worked with GovTemps serving in an HR Consulting role on an interim basis.

In addition to her experience with Gov HR, Rachel has over 20 years of Human Resources experience spanning the private and public sectors. Rachel currently serves as Principal of Crossroads DEIB, LLC. With an emphasis on diversity, equity, inclusion and belonging, Crossroads offers coaching, training, and human resources services to local and state government agencies. Previously Rachel served as the Director of Human Resources for the Town of Needham MA. During her tenure, Rachel supported diversity, equity, and a culture of inclusion by implementing the Town's first Round Table Discussion Series and creating and facilitating the Town's first Employee Resource Group for Black, Indigenous, and People of Color (BIPOC) employees.

Known by colleagues as positive, personable, and persuasive, Rachel's expertise includes best practice development, coaching, change facilitation, and collaboration. Rachel served as a Board member of the Massachusetts Municipal HR Association and was the 2021 Emil Skop Award recipient for outstanding contributions to municipal human resources management.

Rachel is driven by a passion to create healthy workspaces with a sharp focus on equity and inclusion. She believes that the foundation for sustainable change begins with an acknowledgement of where and what improvements are needed, an unwavering commitment to providing equal opportunities to underrepresented individuals and written policies that provide direction and ensure accountability.

## Education and Certifications

- ♦ Bachelor of Science - Business Administration, Emmanuel College (Boston MA)
- ♦ Diversity and Inclusion Certification, Cornell University
- ♦ Corporate Mental Health Certification, LEAD Inc.
- ♦ Grief Support Specialist, University of Wisconsin, Madison
- ♦ Conflict of Interest Law, Massachusetts State Ethics Commission
- ♦ Train the Trainer, Massachusetts Commission Against Discrimination
- ♦ Making Reasonable Accommodations in the Workplace, Massachusetts Interlocal Insurance Assoc.
- ♦ Preventing and Addressing Workplace Discrimination, MCAD
- ♦ Conducting Workplace Investigations Training, Safety and Respect at Work, LLC and Eckert, Seamans, Cherin, & Mellott LLC

## Professional Background

Crossroads DEIB, LLC – 2022 - Present  
GovHR USA/GovTempsUSA – 2022 - Present  
Town of Needham, Needham MA – 2016-2021  
Commonwealth of MA Executive Office of Health and Human Services, Boston MA – 2013-2016  
Middlesex Sheriff's Office, Medford MA – 2011-2013  
Massachusetts Parole Board, Natick MA – 2008-2011

## Consultation Expertise and Services

- ♦ Human Resources Consulting: Conducts audits and assessments, classification reviews, staffing analysis and other on demand services such as policy and procedure updates and development and Internal investigation assessments.
- ♦ DEIB Training and Workshops: Facilitates trainings and workshops on a variety of DEIB topics such as generational diversity, microaggressions and intentional inclusion.
- ♦ Executive Recruitment: Develops marketing brochures and position announcements, completes candidate evaluation and selection, conducts initial interviews, and delivers a presentation of candidates.
- ♦ Management Planning: Enhances competitive advantage through workplace planning, best

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **TOWN OF MONTEREY** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

**Section 2.01. Payment of Wages.** GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance,

order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

**Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining



provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to Hire Option.** At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned Employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

## SECTION 6 NON-SOLICITATION

**Section 6.01. Non-Solicitation.** The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## SECTION 8 MISCELLANEOUS PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

## **SECTION 9 DISPUTE RESOLUTION**

**Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Berkshire County, Massachusetts. Venue and jurisdiction for any action under this Agreement is Berkshire County, Massachusetts. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Massachusetts.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

**SECTION 10  
NOTICES**

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC  
630 Dundee Road Suite 225  
Northbrook, Illinois 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Electronic Mail: mearl@govhrusa.com

If to the Client:

TOWN OF MONTEREY  
435 Main Rd. PO Box 308  
Monterey, Massachusetts 01245  
Attention: Melissa Noe  
Telephone: 413-528-1443  
Electronic Mail: admin@montereyma.gov

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, LLC,**  
an Illinois limited liability company

By \_\_\_\_\_  
Name: Joellen J. Cademartori  
Title: President and Co-Owner

Effective Date: XXX

**CLIENT**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** XX

**POSITION/ASSIGNMENT:** HR Consultant

**POSITION TERM:** XXX – XXX

Either party may terminate the agreement by providing two-weeks advance written notice.

**BASE COMPENSATION:** \$XXX/hour. Hours per week will vary but are anticipated to average between 5-15 hours/week.

**OTHER** Employee will be paid only for hours which shall include a credit of one (1) hour worked each time the employee works on site. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.

**GOVTEMPSUSA, LLC:**

**CLIENT:**

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

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

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

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

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.



**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  
 F: 617.287.5566  
[mccormack.umb.edu/centers/cpm](http://mccormack.umb.edu/centers/cpm)  
[collins.center@umb.edu](mailto:collins.center@umb.edu)

**HUMAN RESOURCES CONSULTING SERVICES**

**1. SCOPE OF WORK**

This scope of work provides the Center’s understanding of the background and requirements of this project, and the project team’s approaches to conducting this study. Most work will be conducted virtually. However, site visits will be scheduled, as necessary.

**TASK 1 INITIAL MEETING TO REFINE THE SCOPE OF THE WORK**

The Center will clarify the scope of the project. The Center will meet with and discuss the project with the Project Liaison to plan the approach and scheduling of the review.

**TASK 2 HUMAN RESOURCES CONSULTING SERVICES**

The Collins Center will provide Human Resources consulting services to the Town in all areas of human resources including but not limited to supervision, performance management, leave administration, coaching discipline, policy writing and interpretation, collective bargaining and employee relations and other related functions.

**2. RESPONSIBILITIES OF THE CENTER**

The Center will act at all times in an attentive, ethical, and responsible manner. Note: Our staff are not attorneys and will not give legal opinions. They will indicate when a legal opinion should be sought.

**3. FEES AND EXPENSES**

The Collins Center will provide the scope of services presented in this proposal on an hourly basis, according to the following rates. The Project Manager will work with the Town Administrator to determine the appropriate level of staff needed for each of the services provided. The Center bills time in 6 minute increments.

<b>Position</b>	<b>Hourly Rate</b>
Human Resources Practice Leader	\$160
Senior Associate	\$125
Management Analyst	\$60



## PROJECT MANAGER BIOGRAPHY

**Mary Flanders Aicardi, MPA.** Mary Aicardi brings almost thirty years of experience in public sector human resources administration and labor relations to the Collins Center. She served for more than eight years as the Personnel Director for the town of Watertown, Massachusetts, where she negotiated numerous collective bargaining agreements on behalf of Town management. Additionally, Aicardi has worked as the Interim Human Resources Director for the Town of Braintree, the Assistant Personnel Director for the Town of Barnstable and as a volunteer recruiter for a non-profit agency.

Aicardi has conducted human resources training and development courses across the Commonwealth on a wide range of human resources topics, including leadership training, performance appraisal, progressive discipline, respectful workplace, and sexual harassment prevention. She performs HR audits and has reviewed, and modernized classification and compensation plans for several municipalities. She has drafted numerous human resource policies and personnel plans. Aicardi holds an M.P.A. and a Bachelor's Degree in Political Science from the University of Massachusetts at Amherst. She is certified by the Massachusetts Commission Against Discrimination as a trainer of discrimination and sexual harassment prevention and has received a certification from Cornell University in Diversity and Inclusion.

**FORESIGHT  
LAND SERVICES, INC.**



ENGINEERING · SURVEYING · PLANNING · ENVIRONMENTAL SERVICES

Steven A. Mack, P.E.\*  
Marc S. Volk  
Marc A. LeVasseur

November 6, 2023

Jim Hunt, Director of Operations  
Town of Monterey  
40 Gould Road  
Monterey, MA 01245  
dpw1@montereyma.gov

RE: Beartown Mountain Roadway Improvement Project (E3114)  
Bid Recommendation

Dear Jim,

As you know, the Town received six bids for the above referenced project on October 26, 2023. The bids were opened publicly and read aloud. The results of the three lowest bids are as follows:

<u>Contractor</u>	<u>Base Bid</u>
Rifenburg Contracting Corp.	\$792,142.00
Wm. J. Keller & Sons Construction Corp.	\$1,023,179.00
Palmer Paving Corporation	\$1,048,415.00

As a result of the total base bid, positive references, and Apparent 3 Lowest Bidders Form approval from MassDOT, we would recommend the project be awarded to Rifenburg Contracting Corp., as the low bidder.

If there are any questions, please contact our office.

Sincerely,  
Foresight Land Services, Inc.

Steven A. Mack, P.E.  
President & Principal Engineer

Attachments: Bid Abstract

*Professionals Registered in Massachusetts and New York\**

Foresight Building · 1496 West Housatonic Street · Pittsfield, MA 01201 · Tel (413) 499-1560 · Fax (413) 499-3307

Email: [info@foresightland.com](mailto:info@foresightland.com) · website: [www.foresightland.com](http://www.foresightland.com)

**ABSTRACT OF BIDS RECEIVED**

**Project:** Beartown Mountain Roadway Improvement Project  
**Location:** Beartown Mountain Road  
**Town:** Monterey  
**Client:** Town of Monterey  
**Bids Received at (Location):** Monterey Town Hall  
**Date Received:** October 26, 2023  
**Project Number:** E3114

Item #	Item Description	Quantity	Unit	Name & Address of Bidder		Name & Address of Bidder		Name & Address of Bidder		Name & Address of Bidder		Name & Address of Bidder	
				Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
1	Tensar NXK50FG Geogrid with Bonded Filter Fabric	18350	SY	\$11.70	\$214,695.00	\$11.45	\$210,107.50	\$12.45	\$228,457.50	\$10.00	\$183,500.00		
2	Crushed Stone 1.5"	6160	CY	\$71.40	\$439,824.00	\$68.75	\$423,500.00	\$48.60	\$297,056.00	\$100.00	\$616,000.00		
3	Crushed Processed Gravel M1.03.1	3100	CY	\$57.80	\$178,990.00	\$72.19	\$223,800.00	\$51.80	\$160,600.00	\$65.00	\$201,500.00		
4	Gravel Borrow M1.03.0 Type B for Driveways	600	CY	\$89.40	\$53,640.00	\$103.00	\$61,800.00	\$76.00	\$45,600.00	\$65.00	\$39,000.00		
5	Fine Grading and Compaction w/C&C1	18350	SY	\$3.20	\$58,720.00	\$4.35	\$79,822.50	\$1.75	\$32,112.50	\$7.00	\$128,450.00		
6	Erosion Control Barrier (SCB-4) as needed	500	LF	\$15.10	\$7,550.00	\$8.00	\$4,000.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00		
7	Safety Conicals & Signage for Construction Operations	1	LS	\$55,040.00	\$55,040.00	\$10,000.00	\$10,000.00	\$14,756.00	\$14,756.00	\$15,000.00	\$15,000.00		
16	Traffic Control Services	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
17	Testing Services	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
					\$1,023,179.00		\$1,046,415.00		\$792,142.00		\$5,000.00		\$1,204,450.00

BASE BID ITEMS				Name & Address of Bidder		Name & Address of Bidder		Name & Address of Bidder		Name & Address of Bidder			
Item #	Item Description	Quantity	Unit	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
1	Tensar NXK50FG Geogrid with Bonded Filter Fabric	18350	SY	\$11.70	\$214,695.00	\$11.45	\$210,107.50	\$12.45	\$228,457.50	\$10.00	\$183,500.00		
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6	Erosion Control Barrier (SCB-4) as needed	500	LF	\$15.10	\$7,550.00	\$8.00	\$4,000.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00		
7	Safety Conicals & Signage for Construction Operations	1	LS	\$55,040.00	\$55,040.00	\$10,000.00	\$10,000.00	\$14,756.00	\$14,756.00	\$15,000.00	\$15,000.00		
16	Traffic Control Services	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
17	Testing Services	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
					\$1,023,179.00		\$1,046,415.00		\$792,142.00		\$5,000.00		\$1,204,450.00

**OWNER-CONTRACTOR AGREEMENT  
FOR PUBLIC WORKS CONSTRUCTION**

THIS AGREEMENT made this 7 day of November in the year Two Thousand and Twenty Three between Rifenburg Contracting Corp., with a usual place of business at 1175 Hoosick Road, Troy, New York 12180, hereinafter called the CONTRACTOR, and the Town of Monterey, acting by its Town Administrator with a usual place of business at 435 Main Road, Monterey, Massachusetts 01245, 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 **Beartown Mountain Roadway Improvement Project**, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, 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 Seven Hundred Ninety-Two Thousand, One Hundred Forty-Two Dollars and Zero Cents (\$792,142.00).

**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 substantially complete the work on or before June 15, 2024, and finally complete the work on or before June 28, 2024.

- 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: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$1,000 per day.

#### **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.
- 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 or Owner's representative. 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 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/ENGINEER**

There is a project Architect/engineer for this project who is Foresight Land Services of Pittsfield, Massachusetts. 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 Town



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 Work Force 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 with each pay application 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**

- A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of Chapter 30 of the General Laws of the Commonwealth of Massachusetts. The Contractor shall submit requisitions for payment as required by said provisions and the directions of the Owner.
- B. The Contractor's applications for payment shall be subject to approval by the Project Engineer and the Town.
- C. 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 and 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, bonds, profit and any other general expenses.

- D. 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.

#### **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
- This Contract Form
- Bid Form
- 100 % Payment Bond
- 100 % Performance Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Certificate of Vote
- Certificate of Insurance
- Specifications
- Contract Drawings
- Schedule of Prevailing Wages

#### **12. TERMS REQUIRED BY LAW**

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

#### **13. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

#### **14. 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.

#### **15. 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 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.

## **16. 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. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

## **17. INSURANCE**

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the Special Provisions and Workers' Compensation insurance in accordance with the requirements of Chapter 152 of the General Laws and in such form as shall protect him performing work covered by this Contract, or the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract. Certificates of such insurance, acceptable to the Owner and naming the Town as an additional insured, shall be provided prior to the commencement of the work.

## **18. RETAINAGE**

Retainage will be held from each item in the amount of 10%. Release of retainage will be upon final completion of the work and as deemed appropriate by the engineer and owner.

#### **19. QUANTITIES MAY VARY**

The quantities used in the bid form are an estimate based on available data at the time of the bid. The quantities are not guaranteed. There will be no escalation in unit prices for quantities that vary from the estimated quantities regardless of the % divergence.

#### **20. CHANGE ORDERS**

In the event a situation arises that a change order is necessitated, the Contractor shall discuss with Owner/Engineer and proceed upon direction of the Owner. Contractor shall not stop the work based on the necessity of a change order. If the Owner directs Contractor to proceed before final pricing of the change order is determined, then that pricing will be negotiated after the work is complete.

**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.

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**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

**CERTIFICATE AS TO PAYMENT OF STATE TAXES**

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

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

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

by: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

**TOWN OF MONTEREY**



\_\_\_\_\_  
Town of Monterey,  
Town Administrator

In accordance with M.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 Board of Selectmen has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Availability of Funds:

*Eric A. Kinshap, CPA*  
\_\_\_\_\_  
Town Accountant

Contract Sum: \$792,142.00

28-422-5800-281039

**NOTICE OF AWARD**

Dated: November 7, 2023

TO: Rifenburg Contracting Corp.

ADDRESS: 1175 Hoosick Road, Troy, NY 12180

PROJECT: E3114

OWNER'S CONTRACT NO.:

CONTRACT FOR: Beartown Mountain Roadway Improvement Project

You are notified that your Bid dated October 26<sup>th</sup>, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Total Base Bid Not including any Alternates.

The Contract Price of your contract is: Seven Hundred Ninety-Two Thousand, One Hundred Forty-Two Dollars and Zero Cents (\$792,142.00).

1 copy of each of the proposed Contract Documents (except Drawings) will be delivered (e-mailed) for signatures.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within five business days of the date of this Notice of Award, that is by November 15, 2023.

1. You must deliver to the OWNER 2 fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on the pages noted.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Section 3.04).
3. (List other conditions precedents).

Schedule of Operations with Dates provided to Town and Engineer

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within five days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

TOWN OF MONTEREY  
(OWNER)

By:

  
(AUTHORIZED SIGNATURE)

11/7/23

Select Board Chair  
(TITLE)

**ACCEPTANCE OF AWARD**

RIFENBURG CONTRACTING CORP.  
(CONTRACTOR)

By:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**COPY to ENGINEER**  
**(Use Certified Mail, Return Receipt Requested)**





*Commonwealth of Massachusetts*  
**EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT**  
ONE ASHBURTON PLACE, ROOM 2101  
BOSTON, MA 02108  
<https://www.mass.gov/orgs/eoed>

MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY

TELEPHONE  
(617) 788-3610

FACSIMILE  
(617) 788-3605

Justin Makuc, Chair, Selectboard  
Town of Monterey  
435 Main Rd, P.O. Box 308  
Monterey, MA 01245

RE: Application: FULL-FY24-Monterey-Monterey-00389

Dear Mr. Makuc:

Thank you for submitting this application to the FY24 Round of the Community One Stop for Growth. The Executive Office of Economic Development (EOED), Executive Office of Housing and Livable Communities (EOHLC), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application, submitted by **Town of Monterey**, was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Healy-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$446,000** from **Rural and Small Town Development Fund** has been approved to support the **Sandisfield Road Culvert** project. An EOED team member will reach out directly to discuss any additional conditions or requirements, as well as next steps related to this grant award.

Please be advised that this letter does not constitute an agreement or contract with EOED or the Commonwealth of Massachusetts, nor does it confer any rights onto the Grantee. Grantee is not authorized to proceed with any grant-related purchases or construction work, until a contract has been fully executed.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Sincerely,

A handwritten signature in cursive script that reads "Yvonne Hao".

Yvonne Hao  
Secretary of Economic Development



## TOWN OF MONTEREY

435 Main Rd. P.O. Box 308  
Monterey, MA 01245

November 7, 2023

MBI Municipal Digital Equity Planning Program  
75 North Drive  
Westborough, MA 01581

RE: Letter of Support - Town of Monterey

Dear MBI Representative:

The Monterey Select Board wishes to provide its full support for the application to participate in the MBI Municipal Digital Equity Planning Program. We are looking forward to closing the digital gap and supporting our residents to fully access the internet. We are particularly concerned that many of our seniors and low income families are unable to access and properly use the internet. The Digital Equity Planning Program will allow us the opportunity to address these concerns.

Thank you for your consideration of this application from Monterey.

Sincerely yours,



Justin Makuc, Chair, Monterey Select Board

cc: Susan Cooper, Select Board Member  
Frank Abbott, Select Board member

Phone: 413.528.1443 Fax: 413.528.9452  
[admin@montereyma.gov](mailto:admin@montereyma.gov)  
[www.montereyma.gov](http://www.montereyma.gov)