

For CPC use only: Date Received \_\_\_\_\_

**Town of Southborough Community Preservation Committee**  
17 Common Street; Southborough, MA 01746

**APPLICATION FOR FY 2026 COMMUNITY PRESERVATION FUNDING**  
**Application is due August 31, 2024**

**Name of Proposal -** [Town Common Railing and Fence Post Restoration Project](#)

Date of Submission: [August 28, 2024](#)

Name of Applicant - [Southborough Select Board](#)

Contact Person - [Andrew Dennington](#)

Sponsoring Organization and/or Affiliations –

Mailing Address -

Daytime Phone Number - [\(978\) 621-7825](#)

Email Address - [adennington@southboroughma.com](mailto:adennington@southboroughma.com)

CPA Funding Requested - [\\$110,000](#)

Total Cost of Project – [\\$110,000](#)

CPA Category (Check ALL that apply - refer to Coalition Chart on Last Page)

Open Space \_\_\_\_\_

Historic Preservation  \_\_\_\_\_

Recreation \_\_\_\_\_

Community Housing \_\_\_\_\_

Before filling out this application, familiarize yourself with the Southborough CPC Application Handbook available on the CPC webpage:

[communitypreservationcommittee@Southboroughma.com](mailto:communitypreservationcommittee@Southboroughma.com).

As you are filling out the application, make sure you are in-line with the requirements as documented in the Southborough CPC Application Handbook.

Please submit the following application by August 31, 2024; for consideration at Annual Town Meeting in 2025. Please email your completed application to both: Benjamin Smith, CPC Chair at [bsmith@southboroughma.com](mailto:bsmith@southboroughma.com) and Frederica Gillespie, CPA Consultant at [fg.cpaconsulting@gmail.com](mailto:fg.cpaconsulting@gmail.com)

PLEASE COMPLETE THE PROJECT DESCRIPTION BELOW AND INCLUDE WITH YOUR APPLICATION (use extra sheets, if needed)

## PROJECT DESCRIPTION

In describing the project, please include answers to the following questions. Applications may be returned as incomplete if all relevant requested information is not provided. Include supporting materials and exhibits, as necessary.

- 1 **Provide a Project Name** (as it will appear on warrant article)
- 2 **GOALS:** What are the goals of the proposed project? Who will benefit and why? How will success be measured?
- 3 **ELIGIBILITY:** Define how the project meets CPA requirements (please refer to the Community Preservation Coalition Chart on the last page)
- 4 **COMMUNITY NEED:** Why is this project needed? Does it address needs identified in existing Town plans?
- 5 **COMMUNITY SUPPORT:** What is the nature and level of support and/or opposition for this project?
- 6 **BUDGET:** What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified and back-up

documentation provided. Distinguish between hard and soft costs. Depending on your project, more than one estimate may be required (NOTE: CPA funds may NOT be used for maintenance). Attach a two to five-year budget, if appropriate.

- 7 **FUNDING:** What additional funding sources are available, committed or under consideration? Include commitment letters, in kind donations and volunteer hours, and describe any other attempts to secure funding for this project.
- 8 **TIMELINE:** What is the schedule for project implementation, including a timeline for all critical elements? This should include the timeline for expenditures, receipt of other funds and/or other revenues, if any.
- 9 **IMPLEMENTATION:** Who will be responsible for implementing the project? Who will the project manager be? What relevant experience does the proposed project manager have? Who else will be involved in project implementation and what arrangements have been made with them?
- 10 **MAINTENANCE:** If ongoing maintenance is required, who will be responsible and how will it be funded? Please attach a detailed five-year budget.
- 11 **OPEN PROJECTS:** Do you have any existing CPA funded projects? If so, are you up-to-date with your reporting? Please list them here.
- 12 **SUMMARY:** Brief description of the project, which will be printed as project summary in the warrant article.

**ADDITIONAL INFORMATION:** Please provide the following additional information, if applicable

1. **FURTHER DOCUMENTATION:** Documentation that you have control over the site, such as a Purchase and Sale Agreement, option to deed. (Letters of support from relevant town entities)
2. **FEASIBILITY REPORTS:** Any feasibility reports, renderings or other relevant studies and material.

3. **ZONING COMPLIANCE:** Evidence that the project does not violate any zoning by-laws or any other laws or regulations, including environmental, and/or plans to obtain necessary approvals.
4. If a non-town government entity is the applicant, please list contact information for all relevant contacts for the project and if a non-profit list contact information of the board members.
5. Have you determined if your project requires a Preservation Restriction, Conservation Restriction or Deed Restriction?  
Yes \_\_\_\_\_ no \_\_\_\_\_ Unsure \_\_\_\_\_
6. **OTHER INFORMATION:** Any additional information that might benefit the CPC in their consideration of this project.

**A representative from the project will be required to present the project to the CPC. After the application deadline, you will be sent the presentation schedule.**

**Applicant requirements after CPC recommends project for Town Meeting:**

- To assist with fielding questions concerning the project, a Project Representative shall attend the Board of Selectmen and Advisory Committee meetings with the CPC when the CPC warrant articles are reviewed.
- A Project Representative shall attend Town Meeting to answer questions. Any Project Presentation to be reviewed by CPC.
- All Town Meeting approved projects must submit a project schedule and proposed payment timeline. That schedule will be used to determine project completion deadline. The MOU must be signed prior to start of Project

- All Town Meeting approved projects shall present progress reports at 6-month intervals along with written reports to the CPC.
- All Town Meeting approved projects are required to include permanent signage stating that Southborough CPA provided funding for the project (wording shall be reviewed with the CPC prior to completion of the project).
- All publicity shall include statement that the Southborough Community Preservation Act provided funding for the project.

**The chart below demonstrates the allowable uses of CPA funds in each of the CPA project categories: open space, recreation, housing, and historic preservation. This chart is critical for determining whether a proposed project is eligible for CPA funding. Projects are only eligible for CPA funding if they fit in a “Yes” box below.**

	Open Space	Historic	Recreation	Housing
Acquire	Yes	Yes	Yes	Yes
Create	Yes	No	Yes	Yes
Preserve	Yes	Yes	Yes	Yes
Support	No	No	No	Yes
Rehabilitate and/or Restore	Yes, if acquired or created with CPA funds	Yes	Yes (new 7/8/2012)	Yes, if acquired or created with CPA funds

NOTE: The 7/8/2012 Legislation prohibits use of CPA funds to pay for Artificial Turf Fields.

Southborough Community Preservation Committee

Application for FY 2026 CPA Funding

**Town Common Railing and Fence Post Restoration Project**

**PROJECT DESCRIPTION**

1. Project Name: Town Common Railing and Fence Post Restoration Project
2. Goals: The goal of this project is to restore or rehabilitate the iron railing and granite fence posts along the Town Common to a safe and attractive condition. The railing and fence posts are currently in a state of disrepair that is unsafe, unattractive, and unacceptable.
3. Eligibility: This project is CPA-eligible because its purpose is to restore the condition of a historical resource along the Town Common.
4. Community Need: This project is needed due to the current state of disrepair of the railing and fence posts located in the historical center of our Town. Without restoration, the railings will become further rusted and detached from the fence posts.
5. Community Support: This application has garnered support from the Select Board and Historical Commission.
6. Budget: \$110,000 inclusive of engineering consulting services. Excepting engineering consulting services, substantially all of the requested funds would comprise “hard” costs as opposed to “soft” costs. Please see the attached memo from DPW Superintendent William Cundiff regarding various options for this project.
7. Funding: The applicant currently is unaware of any additional funding sources other than a Town Meeting capital article, which the applicant wishes to avoid using where the project is CPA-eligible.
8. Timeline: Our goal would be to complete this project within one year of a positive vote at Annual Town Meeting in March 2025. We would like this project completed before the town’s tricentennial celebrations in 2027.
9. Implementation: The Town, through the DPW, would be responsible for the implementation of this project. DPW Superintendent William Cundiff would serve as project manager.

10. Maintenance: The applicant does not anticipate any significant ongoing maintenance. Any minor repairs or post-completion painting could likely be completed by DPW.
11. Open Projects: The applicant does not have any existing CPA funding projects.
12. Summary: This project seeks to secure funding necessary to restore or rehabilitate the iron railing and granite fence posts along the Town Common in advance of the Town's tricentennial celebrations. The post and railing are currently in a state of unsightly disrepair, with significant portions of the railing misaligned, rusted, and detached from the fence posts.

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## INTEROFFICE MEMORANDUM

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To: Select Board  
From: William J. Cundiff, P.E. , DPW Superintendent  
Date: August 27, 2024  
RE: Town Common – Post and Rail Fence

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As you may be aware, I have been working with Andrew Dennington and Kevin Miller regarding ideas for improvements to the granite post and rail fence that surrounds the Town Common along its northerly boundary. The fence has come into disrepair with granite posts that have split, been knocked over or missing and the railing has dislodged from the granite posts and separated at couplings from the next section of railing. The idea would be to restore the fence in some manner prior to the tri-centennial.

Accordingly, the Array of options we have considered are as follows:

- 1) Arrow Fence Quote 1: "Restore whats there" This would include the following: Replace one post 7"x7" (this is slightly smaller than the existing posts of 9.25" x 9.25"); Epoxy three top intermediate line brackets; stub and sleeve one connection; Assumes Town will relocate one post from end to up-top for installation by Arrow Fence. **Fee: \$3,829.00**

Comments: This is a simple cosmetic fix that is not recommended by the DPW.

- 2) Arrow Fence Quote 2: "Replace granite Posts and Rail with a Boston Common Style Post and Chain". This would include removal of the existing granite and rail and replacing with 42" Tall, all black decorative period accurate posts & Chain. Based on 460 linear feet, with posts set at 6 feet on center, Chain will drupe approximately 34" – 36". Posts will be set in concrete. Quoted with  $\frac{1}{4}$ " black coated chain. (Photos attached in proposal) Town would be responsible for removal and disposal of existing posts and rail. **Fee: \$32,968.00**

Comments: This is an affordable alternative to full restoration. This option would look good and be affordable. I would recommend that the Contract also include removal and disposal of existing post and rail. If the Board feels strongly about restoring, as opposed to replacing, then the process in item 3 below would be appropriate.

- 3) VHB Design Proposal: Contract with VHB to prepare bid documents for the design and specification of the restoration of the existing post and rail system. **Fee: \$9,700.00**

Comments: This approach would ensure the continuity of the existing system and will focus on maintaining the existing materials and look of the granite post – and rail system. Conversations with Daedalus, a historic restoration company, indicated a good budgetary number for restoration of that fence would be approximately \$100,000. This combined with the VHB Engineering Fee totals \$110,000.

Accordingly, The fee that is requested from the Community Preservation Account Funds should reflect which approach the Board decides to proceed with.

## Southborough Town Common Post & Rail Photos



Plan of Parking Area & Drainage Common Street (Click to enlarge PDF, Right Click to Save)



12/06/2023: View Looking South East along rail at Walkway (click on Photo to enlarge)



12/06/2023: View Looking to the Southeast along rail at Walkway. (click on Photo to enlarge)



12/06/2023: View of separated rail along Common Street, view looking southeast. (click on Photo to enlarge)



12/06/2023: View Looking to the Northeast along Common Street. (click on Photo to enlarge)



12/06/2023: Close up view of Mis-aligned Rail (click on Photo to enlarge)



12/06/2023: Looking Southwest along Common Street. (click on Photo to enlarge)



12/06/2023: Close Up view of Misaligned Post. (click on Photo to enlarge)



12/06/2023: View of Westerly End of Rail. Missing sections of rail and posts knocked over.(click on Photo to enlarge)



12/06/2023: Close up of Post that has failed.  
(click on Photo to enlarge)



12/06/2023: Close up of Failing Post. (click on Photo to enlarge)



12/06/2023: Close up of Failing Post. (click on Photo to enlarge)



12/06/2023: Close up of misaligned rail "repair". (click on Photo to enlarge)



12/06/2023: Close up of Failed Post (click on Photo to enlarge)



12/06/2023: Close up of Failed Post - Rail Connection. (click on Photo to enlarge)



12/06/2023: Close up of failed Post-Rail Connection. (click on Photo to enlarge)



12/06/2023: Close up of failed Post-Rail Connection. (click on Photo to enlarge)



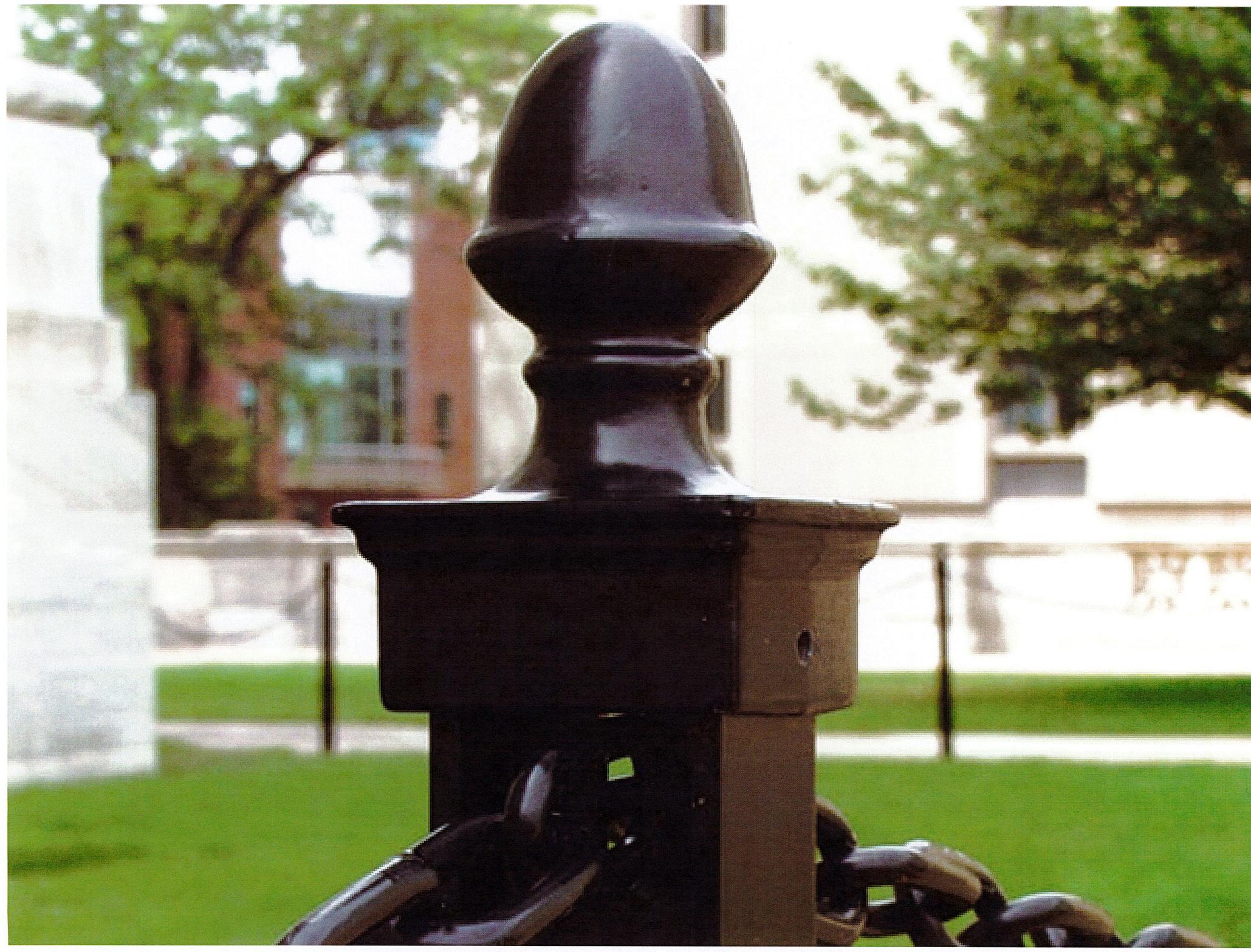
12/06/2023: Close-up of Rail - post failing (click on Photo to enlarge)



12/06/2023: Close-ip of Failing Post-rail connection (click on Photo to enlarge)



12/06/2023: Easterly End of Rail termination. (click on Photo to enlarge)







## TOWN OF SOUTHBOROUGH

### <sup>1</sup> CONTRACT # 2024-02

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**DATE: JULY 31, 2024**

This Contract is entered into on, or as of, this date by and between, the Town of Southborough, 17 Common Street, Southborough, MA 01772 (the "Town"), and

**Vanasse Hangen Brustlin, Inc.  
260 Arsenal Place #2  
Watertown, MA 02472**

1. This is a Contract for the procurement of the following:  
See attached Exhibit A – Scope of Work

2. The Contract price to be paid to the Contractor by the Town is:  
Nine thousand seven hundred dollars (\$9,700.00)

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined are included in the Contract Price identified in item 2 above, as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

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<sup>1</sup> Contract Long Form\_Engineer and Architect Services – not for building

5.1 **Acceptance:** All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. If the event there are any discrepancies between this contract and any attachments hereto, the terms of this Contract shall take precedence. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 **The Contractor:** The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 **Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 **Goods:** Goods, Supplies, Services or Materials.

5.6 **Subcontractor:** Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 **Work:** The services or materials contracted for, or both.

## 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before **June 2025** unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The completion of this contract will be in accordance with the Standard of Care set forth in Section 21. Notwithstanding the foregoing, Contractor shall not be responsible for failure to perform or for delays in the Services arising out of factors beyond the reasonable control or without the fault or negligence of Contractor.

## 7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 **For Cause.** If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 **Default.** The following shall constitute events of a default under the Contract:
  - (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in accordance with the Standard of Care (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as

constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of applicable state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Southborough shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

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

General Laws Chapter 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall

be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the

Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, provided, however, that Contractor may assign its right to collect payment as may be required by lender agreements, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Southborough unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Southborough shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the professional skill and care provided by similarly practicing professionals in the MetroWest area of Massachusetts under the

same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

22. Indemnification:

- 22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and

actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### **23.2 Professional Liability Insurance**

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### **23.3 Other Insurance Requirements**

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Southborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The

Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium. Notwithstanding the foregoing, Contractor expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Contract may contain certain standard report language or individual standard features, including, but not limited to design details, features and concepts from Contractor's own practice detail library, which collectively may form portions of the Documents for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

## 25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

## 26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

## 28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

## 29. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

## 30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

## 31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

## 32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

## 33. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**34. Allocation of Risk.** In recognition of the relative risks and benefits of the Project to both the Town and Contractor, the risks have been allocated such that the Town agrees that to the fullest extent permitted by law, Contractor's total liability in the aggregate to the Town and any persons or entities claiming by, through or under the Town, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Contract and/or this Agreement from any cause or causes, including, but not limited to, Contractor's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of 200% percent of the compensation actually paid to Consultant through each Task Order.

35. Notwithstanding any other provision of this Contract, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by the Town or Contractor, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Southborough by:

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## Board of Selectmen

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Print Name

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## Board of Selectmen

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Print Name

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## Board of Selectmen

---

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Print Name

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## Board of Selectmen

---

Print Name

## Board of Selectmen

Print Name

---

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Print Name

The Contractor, Vanasse Hangen Brustlin, by:

 8/14/2024  
Signature Date

Robert Penfield, Managing Director

---

Print Name & Title

**Certified as to  
Appropriation/Availability of Funds:**

---

Town Accountant Date

Chief Procurement Officer:

---

Date

Certified as to Form:

---

Town Counsel

Date

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Title/Authority \_\_\_\_\_

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
\_\_\_\_\_, authorized signatory for  
name of signatory \_\_\_\_\_, whose  
name of contractor \_\_\_\_\_  
principal place of business is at \_\_\_\_\_, \_\_\_\_\_ does hereby certify under the pains and penalties of perjury  
that \_\_\_\_\_ has paid all  
name of contractor \_\_\_\_\_  
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts  
relating to taxes, reporting of employees and contractors, and withholding and remitting child  
support.

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

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Federal Tax ID # or Social Security # \_\_\_\_\_

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

---

Clerk of Corporation

SEAL



**EXHIBIT A**  
**CONTRACT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**VANASSE HANGEN BRUSTLIN, INC.**  
**AND**  
**THE TOWN OF SOUTHBOROUGH**

**COMMON STREET**  
**RAILING AND FENCE POST RESTORATION PROJECT**

**VHB PROPOSAL NO. 85420.24**

**July 24, 2024**

Vanasse Hangen Brustlin, Inc. (VHB), hereinafter called the "Engineer", will provide engineering consulting services to the Town of Southborough, hereinafter called the "Town", for the Railing and Fence Post Restoration Project on Common Street as set forth in this Scope of Services.

**PROJECT DESCRIPTION**

At the request of the Town, VHB is providing this proposal for design services related to providing bid documents for the restoration of the existing metal railing and granite fence post that is located on the northerly and westerly side of the Southborough Common along Common Street.

**PROJECT LIMITS**

The Project Limits extend along Common Street starting at the Veterans Memorial along the northern side of the Common then along the westerly side to the edge line of Boston Road (Route 30) or around 425-feet.

**CLIENT-FURNISHED INFORMATION**

It is understood that VHB will perform services under the sole direction of the Town. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required. The Town will provide VHB with the following project-related services and technical data:

- Any relevant data that supports existing conditions, utilities, pavement, property owners and boundaries, etc.
- Police detail services as required for field work, as needed (survey, pavement, etc.).
- Water, Drainage, and Sewer information and any other improvements within project limits.



## SCOPE OF SERVICES

The following provides a summary of the scope of work for this assignment.

### **TASK 1 – SITE RECONNAISSANCE AND BASE PLAN UPDATES**

VHB will make a site visit to identify the location of the fence as shown on the existing conditions survey that VHB has access to. While on site VHB will make an assessment of the railing and fence post condition and make note of recommended restoration items. VHB will compile supplemental information on the existing conditions plan based on this site observations.

### **TASK 2 – RAILING AND FENCE POST RESTORATION PLAN**

VHB will produce bid document plans and specifications for the Town to solicit bids for restoration of the existing granite fence post and metal railing.

One milestone 100% design submittal will be made as part of this task prior to developing bid documents. VHB has budgeted four (4) hours to address agreed upon comments from the Town on a draft restoration plan before finalizing. Please note that significant changes resulting from comments provided by the Town on the draft plans, or other comments from Town regulatory authorities, or issuance of multiple versions of these 100% design plans may require an Amendment.

### **TASK 3 – CONSTRUCTION PHASE SERVICES (PART-TIME)**

The following outlines part-time construction phase services to be conducted as part of this task, VHB will not supervise or have control over site safety and the Contractor's safety precautions or programs in connection with the work, nor for the Contractors' work, construction ways, means, methods, techniques, sequences, or procedures selected by the Contractors in connection with the Work. VHB will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s), or subcontractor's or supplier's agents or employees, or any other persons (except VHB's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)'s work.

It is also noted that VHB will need input from the Town on certain shop drawings. VHB will be entitled to rely on the accuracy of information provided by the Town and shall have no liability for utilizing such data that contains errors or omissions while completing these services.

#### Bid Package

The Town will be responsible for preparing the bid package using VHB documents prepared in Task 2 above. The Town will also coordinate bidding the project and negotiating with contractors. VHB has budgeted four (4) hours to coordinate with the Town on answering any questions during this process.

#### Shop Drawing Review / Requests for Information (RFI)

VHB will review Contractor shop drawings and Requests for Information (RFI's) as needed. For the purposes of this proposal, a total of eight (8) hours has been carried to complete the work. If this budget is not sufficient an amendment may be needed.

#### Field Inspections

VHB will conduct field inspections at the request of DPW. For budgeting purposes, it is assumed that VHB will conduct up to three (3) site visits at two (2) hours each throughout the duration of the project. Travel



time to and from the site is accounted for, so approximately 1 hour will be dedicated for on-site inspections. It is expected that the project construction duration will be 8 to 10 weeks. If the construction duration is extended, or VHB needs to be at the job site more frequently, an amendment may be needed. Approximately 6 hours has been budgeted for field inspections and travel time.

### **SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, have not been included in this Agreement:

- Coordination or attendance of meetings with any Town boards and/or commissions such as Planning Board, Conservation Commission, Public Works Planning Board, or other.
- Bidding assistance (beyond as mentioned above)
- Environmental permitting of any kind
- MassDOT coordination or related design submissions.
- Design of modifications to the drainage system.
- Right-of-way plans of any kind.
- Supplemental survey or subsurface utility engineering A or B.
- Full-time construction inspection

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Town's request, that contains the Scope of Services, Compensation, and Schedule to complete the unanticipated services.



## COMPENSATION FOR VHB SERVICES

1. VHB will perform the Scope of Services contained in this Contract on time and materials basis. VHB's municipal hourly rates are attached. The Maximum Upset Limit of this contract for this Scope of Services is \$ 9,700.00 allocated approximately as follows:

	<b>Maximum Labor Fees</b>
<b>Task 1 – Site Reconnaissance and Base Plan Updates</b>	<b>\$ 1,700.00</b>
<b>Task 2 – Railing and Fence Post Restoration Plan</b>	<b>\$ 4,400.00</b>
<b>Task 3 – Construction Phase Services (Part-Time)</b>	<b>\$ 3,200.00</b>
<b>TOTAL LABOR:</b>	<b>\$ 9,300.00</b>
<b>DIRECT COSTS/EXPENSES:</b>	<b><u>\$ 400.00</u></b>
<b>TOTAL CONTRACT VALUE:</b>	<b>\$ 9,700.00</b>

\* In addition to the labor compensation, VHB will be reimbursed for expenditures made specifically for the project such as: printing and copies; travel/ mileage; shipping/ postage; and purchase of maps and similar documents. These direct expenses will be billed at cost. See note #4 below for police details.

2. VHB will invoice for hours incurred at the hourly rates in effect at the time work is performed up to the not exceed limit for each assignment. VHB will invoice for expenses at cost. Invoices will be prepared monthly.
3. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.
4. ***The Town agrees to provide police services/ details as required for all field activities such as highway survey, field observations, construction, meetings, etc. as needed and requested by the Town. The Town will coordinate its schedule with the local police department for these services, and the Town will be responsible for payment of such services directly to the local police department. Expenses for such services are not part of this Agreement and, therefore, not included in the fee contained herein.***



## PERIODS OF SERVICE

1. VHB will work with the Town to establish a schedule to complete the work outlined above. Services are dependent on the ability to conduct a field visit, observe existing conditions information and scheduling of field walks and meetings the Town.
2. Task 1 is anticipated to begin within 3 to 4 weeks of a signed notice to proceed from the Client. VHB anticipates Tasks 2 will be completed within 4 to 6 weeks following the completion of Task 1 and pending local review times. Completion of Task 3 will be contingent on construction of the project by the Town's selected contractor.

## AGREEMENT REVIEW

Project Manager Initials: GJR

Reviewer Initials: MJC



## VHB HOURLY BILLING RATES

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Technical/Professional 26	\$295
250	Technical/Professional 25	\$285
240	Technical/Professional 24	\$275
230	Technical/Professional 23	\$265
220	Technical/Professional 22	\$255
210	Technical/Professional 21	\$245
200	Technical/Professional 20	\$235
190	Technical/Professional 19	\$225
180	Technical/Professional 18	\$215
170	Technical/Professional 17	\$205
160	Technical/Professional 16	\$195
150	Technical/Professional 15	\$185
140	Technical/Professional 14	\$175
130	Technical/Professional 13	\$165
120	Technical/Professional 12	\$155
110	Technical/Professional 11	\$145
100	Technical/Professional 10	\$135
090	Technical/Professional 09	\$125
080	Technical/Professional 08	\$115
070	Technical/Professional 07	\$105
060	Technical/Professional 06	\$95
050	Technical/Professional 05	\$85
040	Technical/Professional 04	\$75
030	Technical/Professional 03	\$65
020	Technical/Professional 02	\$55
010	Technical/Professional 01	\$45
350	Technical/Support 5	\$85
340	Technical/Support 4	\$75
330	Technical/Support 3	\$65
320	Technical/Support 2	\$55
310	Technical/Support 1	\$45
500	Court Testimony Starts at	\$355

**Reimbursable and subconsultant expenses are billed at.**

## William Cundiff

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**From:** Daedalus Conservation <conservation@daedalusart.com>  
**Sent:** Tuesday, May 21, 2024 6:38 AM  
**To:** William Cundiff  
**Cc:** Kevin Miller; Andrew Dennington; Tammi Rice  
**Subject:** RE: Southborough Town Common

### [EXTERNAL]

Hi Bill,

Sorry this got lost in the shuffle.  
Just looked at the Common on street view and reviewed your pictures

To do a complete job, which would likely entail disassembling the iron rails and repairing/ painting them & re-setting and repairing many of the granite posts.  
Replacement of a couple of missing posts and rail sections.

I would budget in the \$100,000 range.

Hope this helps-

Josh

Josh Craine, Principal  
Daedalus, Inc  
205 Arlington Street #3  
Watertown, MA 02472  
617-926-7590 (office) 617-821-2804 (cell)  
Daedalusart.com

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**From:** William Cundiff <wcundiff@southboroughma.com>  
**Sent:** Monday, May 20, 2024 3:37 PM  
**To:** Daedalus Conservation <conservation@daedalusart.com>  
**Cc:** Kevin Miller <kmiller@southboroughma.com>; Andrew Dennington <adennington@southboroughma.com>; Tammi Rice <trice@southboroughma.com>  
**Subject:** RE: Southborough Town Common

Hi Josh,

Just wanted to confirm you received this.

Thanks,

Bill

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**From:** William Cundiff  
**Sent:** Monday, May 13, 2024 9:45 AM  
**To:** [Josh@daedalusart.com](mailto:Josh@daedalusart.com)  
**Cc:** Kevin Miller <[kmiller@southboroughma.com](mailto:kmiller@southboroughma.com)>; Andrew Dennington <[adennington@southboroughma.com](mailto:adennington@southboroughma.com)>; Tammi Rice <[trice@southboroughma.com](mailto:trice@southboroughma.com)>  
**Subject:** Southborough Town Common

Hi Josh,

As discussed, [this link will provide you with a site plan of the fence and the photos of the issues](#). We are looking to get a budgetary number to restore the fence to its original condition prior to our Tricentennial in 2027.

Thanks,

Bill

\*\*\*\*\*

*William J. Cundiff, P.E.  
DPW Superintendent  
147 Cordaville Road  
Southborough, MA 01772  
Email: [WCundiff@SouthboroughMA.com](mailto:WCundiff@SouthboroughMA.com)  
Office: 508-485-1210  
Mobile: 508-561-1100  
Fax: 508-983-7754*