

**SHERWOOD GREENS ROAD IMPROVEMENT and MAINTENANCE DISTRICT**

**Phone 413 274 2374**

**Prudential Committee Agenda for the October 3, 2020 Meeting**

**Meeting starts at 9:00am**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/83249458696>**

**Meeting ID: 832 4945 8696**

**One tap mobile**

**+19292056099,,83249458696# US (New York)**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 832 4945 8696**

**Advise attendees whether the Prudential Committee Meeting is recorded**

**Review September 5, 2020 Minutes**

**Treasurer's Report - Current budget**

**Review and Sign Warrant**

**Road Report**

- **Terry's discussion with District Counsel about unrepaired culverts**
- **Review the Snowplowing contract (see attached)**

**Lakes Report-**

- **Maintenance of community beach on Shuttlecock, ordering of mats, ongoing maintenance of mats.**
- **Violation of Open Meeting Law by SGRD**

**Mosquito Report**

- **Season ends in October. One spraying occurred this year, while monitoring mosquito species was ongoing**

**Correspondence and Additional Business**

**SHERWOOD GREENS ROAD IMPROVEMENT & MAINTENANCE DISTRICT  
SNOWPLOWING AND SANDING CONTRACT**

This CONTRACT made by and entered into this 8 day of November 2019 by and between the Sherwood Greens Road Improvement & Maintenance District of Becket acting through its Prudential Committee by its duly authorized representative (hereinafter referred to as "the District") and Gary J. O'Brien Property Services, a corporation/individual duly licensed as a Contractor in the Commonwealth of Massachusetts (hereinafter referred to as "the Contractor") and holding a business license to work within the Town.

This contract shall be signed and returned to the District by November 8, 2019. Contract may be sent to the District at by email to haydent1@yahoo.com and postal mail to:

Sherwood Greens Road District  
1439 Jacobs Ladder Road  
Becket, MA 01223

In consideration of the compensation to be paid to Contractor and the mutual agreements contained in this Contract, Contractor and the District agree as follows:

**SECTION ONE  
STATEMENT OF WORK**

Contractor shall:

(a) furnish at its own cost and expense all tools, equipment, supplies, materials, transportation and other necessary accessories, services and facilities as required and as set forth in the Scope of Work attached as Exhibit 1 of this Contract;

(b) provide and perform all necessary labor in a substantial, skillful and workmanlike manner; and

(c) execute and complete all aspects of the work as set forth in the Scope of Work attached as Exhibit 1 of this Contract.

The work required in this Section One is referenced in this Contract as the "Work."

**SECTION TWO  
COMPLIANCE WITH APPLICABLE LAW**

Contractor shall keep himself/herself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the Work or performance of the terms of this Contract and shall comply with all applicable state and federal laws and municipal ordinances and regulations, including without limitation all federal and state safety laws and Occupational Safety and Health Administration (OSHA) requirements.

SECTION THREE  
INSURANCE, LICENSING and TAX IDENTIFICATION

Contractor shall not commence Work under this Contract until Contractor has obtained and furnished to the District evidence of all insurance, licensing and tax identification required under this section. Additionally, Contractor shall not allow any approved subcontractor to commence Work on his/her subcontract until subcontractor has obtained and provided evidence to the District of the insurance and licensing required hereunder.

The following shall be required of the contractor:

- (a) Workers' compensation insurance for all employees engaged in Work at the site of the project/improvement as required by the laws of the Commonwealth of Massachusetts;
- (b) Public liability and property damage insurance to protect Contractor and all of Contractor's approved construction subcontractors from claims for damages for personal injury, accidental death and damage to property, naming the District as a named insured, in the following amounts:

Public liability insurance in the amount of \$1,000,000  
Property damage insurance in the amount of \$1,000,000;

- (c) Valid Massachusetts Driver's License;
- (d) Valid Town of Becket Business License; and
- (e) Tax identification number.

SECTION FOUR  
INDEMNIFICATION

Contractor hereby indemnifies and holds harmless the Sherwood Greens Road Improvement & Maintenance District, Massachusetts, its agents, representatives, servants and employees, against any claim or liability arising from or based on the Work, or the violation of any federal, state or municipal laws, ordinances or regulations, or any accident, injury or damage to persons or property.

SECTION FIVE  
SATISFACTORY PERFORMANCE OF WORK

The District will review road conditions periodically and will advise the Contractor of any unsatisfactory services, materials or workmanship. If any unsatisfactory services are provided or materials or workmanship that are defective, inferior or not in accordance with the Contract, Contractor shall, whenever notified by the District, immediately remedy such in a condition satisfactory to the District and make corrections, as necessary, at its own expense.

If Contractor fails to proceed promptly to comply with the terms of this Contract, Contractor agrees that the District may have such work performed as the District's Superintendent of Streets considers necessary to perform the work and Contractor shall promptly reimburse the District such sums as were

expended in completing the work.

Accidents not chargeable to Contractor or Contractor's agents are excepted from the above requirements. Everything necessary for the completion of the work must be done without any expense to the District. If it becomes necessary for the District to employ legal counsel to enforce the terms of this contract, Contractor agrees to pay the District's reasonable attorney fees and costs.

#### SECTION SIX DAMAGE TO PROPERTY

The District requires good service and quick response from its contractors. Contractors must also be aware of their responsibility for damage to private property when performing work for the District. Every attempt should be made to avoid damage to private property. If damage does occur, it is the responsibility of the Contractor to notify the District of the damage and the Contractor is responsible to make repairs to the satisfaction of the District's Superintendent of Streets and Prudential Committee. It is important that Contractor respond quickly to any damage that may be a safety hazard. Contractor may also be held responsible for any costs incurred by the District if the District is required to correct damages in the absence of response from the Contractor.

#### SECTION SEVEN CONTRACT TERM AND TERMINATION

The Contract term is for a one-year term beginning on November 1, 2019 and ending October 31, 2020. This Contract shall be automatically renewed for a second one-year term extending from November 1, 2020 through October 31, 2021 (the "Renewal Term"), unless the District sends the Contractor written notice of termination no later than thirty (30) days prior to the commencement of the Renewal Term.

The District also may elect to terminate the Contract by providing the Contractor with ten days written notice in the following circumstances:

1. If the Contractor abandons the Work;
2. If the Contractor violates any terms of the Contract; or
3. If the District determines the Contractor is not satisfactorily fulfilling its obligations under the Contract.

#### SECTION EIGHT PAYMENT

The District will pay the Contractor \$ 16,800 on an annual basis for completion of the Work. If the Contract is renewed for the Renewal Term, the District will pay the Contractor \$16,800 on an annual basis for completion of the Work in the Renewal Term.

The Contractor must submit an invoice 10 days before each payment date noted in the schedule below:



Payment schedule:

Payment Date	% of Annual Contract Price
November 30, 2019	30%
December 30, 2019	30%
February 28, 2020	30%
April 30, 2020	10%
November 30, 2020	30%
December 30, 2020	30%
February 28, 2021	30%
April 30, 2021	10%

SECTION NINE  
BINDING EFFECT OF AGREEMENT

All of the terms and conditions of this Contract shall be binding on the Contractor and the District, and their respective heirs, legal and personal representatives, successors and assigns.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the District 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.

EXECUTED IN DUPLICATE:

CONTRACTOR: Gary O'Brien Property services  
BY: Gary O'Brien  
TITLE: Owner

SHERWOOD GREENS ROAD IMPROVEMENT & MAINTENANCE DISTRICT


BY: Theresa W. Hayden  
Theresa W. Hayden  
Chair, Sherwood Greens Road Improvement & Maintenance District Prudential Committee

\* The Chair executing for the District hereby certifies that this Contract award has received the prior approval of the Sherwood Greens Road Improvement & Maintenance District Prudential Committee.



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 Chairman on behalf of the Prudential Committee has been authorized to execute the contract and, with the sanction of the Sherwood Greens Road Improvement & Maintenance District Prudential Committee, approve all requisitions and change orders.

By \_\_\_\_\_  
District Treasurer

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

Exhibits:

Exhibit 1: Scope of Work

SHERWOOD GREENS ROAD IMPROVEMENT & MAINTENANCE DISTRICT  
SNOWPLOWING CONTRACT: FALL 2019 – SPRING 2020  
EXHIBIT 1: SCOPE OF WORK:

Description of Services:

Snow plowing and sanding of the following roads/sections of roads in Sherwood Greens (approximately 5.5 miles):

Entrance  
Long Bow LN W  
Long Bow LN CIR  
Long Bow LN E  
Bow North  
Bow South  
Shuttle Cock DR  
Old Abbey LN W  
Robinwood W  
Greenwood DR  
Silverleaf DR  
Trail CIR  
Deer Trail  
Silver Shield DR  
Fairway DR

Required Equipment:

- 1) Minimum of three (3) trucks, two (2) of which must be one ton or heavier;
- 2) Power sander; and
- 3) Grader or Payloader with highway plow attached.

Snowplowing:

A map indicating the roads to be plowed will be provided to the Contractor.

- 1) Roads must be plowed after a snowfall of three (3) inches or at the instruction of the District;
- 2) Roads must be open by 5:30 a.m.;
- 3) Roads must be kept passable for 2-way traffic and to ensure immediate access by emergency vehicles;
- 4) Intersections must be kept passable for 2-way traffic and open to ensure visibility;
- 5) Snow banks at Route 20 entrance must be pushed back to ensure visibility for vehicles exiting Sherwood Greens;
- 6) Both sides of entrance must be kept open; and
- 7) Mailboxes at entrance must be kept open for mail delivery, which may require hand shoveling.





Sanding:

- 1) The following sections of roads must be kept sanded to ensure drivability and immediate access by emergency vehicles:

Hills:

Johnson RD and Long Bow LN W  
#462 Long Bow LN E  
#71 Old Abbey LN W to Johnson RD  
Old Abbey LN W #312 to #186  
Silver Leaf DR Sec 1  
Robinwood W near Long Bow LN W  
Silver Leaf DR Sec 2 to Deer Trail  
#138 Deer Trail

Curves:

S turn at Long Bow LN W and Deer Trail  
#547 Long Bow LN W  
#66 Long Bow LN E to #312 Old Abbey LN W

- 2) Roads must be sanded after each plowing or at the direction of the District to prevent icy conditions;
- 3) Sand barrels located on the following roads must be kept filled:  
Deer Trail  
Silver Leaf DR Sec 2  
Old Abbey LN W  
Long Bow LN W