

Alan Benson

To: rmd@radsports.com; chris@huntressassociates.com
Cc: PBC-Margaret Chow Menzer; cjconsultco@aol.com
Subject: Notice of Award & Contract
Attachments: RAD Sports Notice of Award.pdf

Robert Delmonico, RAD Sports:

Congratulations. On behalf of the Town of Boxford, I award the contract for the construction of athletic and recreational improvements at Boxford Commons, also known as the Haynes Recreation and Conservation area project, to R.A.D Sports for its base bid plus alternate #1 for a total of \$4,062,370.

Attached is a copy of the formal "Notice of Award". I have also included the Owner-Contractor Agreement executed by the Town of Boxford.

Our office is also mailing the original "Notice of Award" and two originals of the executed Owner-Contractor Agreement. The mailed agreement includes: 1) the Owner-Contract Agreement; 2) General Conditions of the Contract – AIA Document A201-1997; 3) the Supplementary Conditions to the General Conditions of the Contract; and 4) the Addendum to the Supplementary Conditions to the General Conditions of the Contract.

Please acknowledge the notice of award where indicated and execute both copies of the Agreement. Return the acknowledged Notice of Award and one executed original of Agreement, along with the other documents required pursuant to the project specifications, to my attention as follows:

Alan J. Benson, Town Administrator/CPO
Boxford Town Hall
7A Spofford Road
Boxford, MA 01921

Documents required include, but are not limited to, the Performance Bond, the Labor and Materials Bond and the required insurance certificates. Upon our verification of the bonds and other required documents, our office will issue a "Notice to Proceed" and schedule the initial project meeting as required in the specifications.

Again, congratulations and the Town of Boxford looks forward to a successful completion of the project.

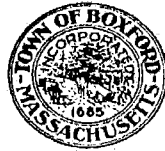
Alan J. Benson
Town Administrator/CPO
Town of Boxford
7A Spofford Road
Boxford, MA 01921
Tel: 978-887-6000 x502
Fax: 978-887-5361

This email is subject to MGL c66s10, Public Records Law



Please consider the environment before printing this email

RECEIVED
NOV 18 2015
BD. OF SELECTMEN



TOWN OF BOXFORD
NOTICE TO PROCEED

November 18, 2015

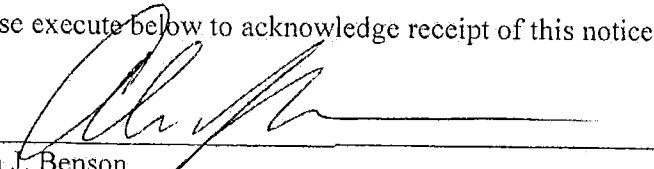
Robert M. Delmonico
President
R.A.D. Sports
171 VFW Drive
Rockland, MA 02370

Dear Mr. Delmonico:

On behalf of the Town of Boxford, I acknowledge receipt of all necessary documentation as required by your contract with the Town of Boxford for the Haynes Fields Project as per the Town of Boxford specifications. You are to commence work on this project within 10 calendar days from receipt of this notice and to substantially complete the work by August 15, 2017.

You are instructed to proceed with the project.

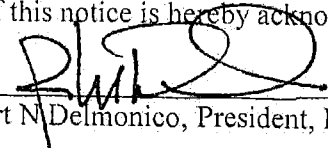
Please execute below to acknowledge receipt of this notice of award.



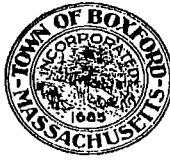
Alan J. Benson
Town Administrator/CPO

ACCEPTANCE OF NOTICE:

Receipt of this notice is hereby acknowledged: November 19 2015



by: Robert M. Delmonico, President, R.A.D. Corporation



**NOTICE OF AWARD
BOXFORD COMMON/HAYNES FIELDS PROJECT**

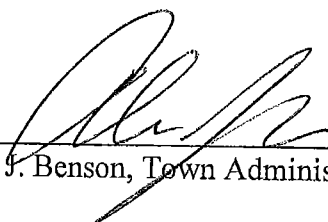
To: Robert M. Delmonico
President
R.A.D. Sports
171 VFW Drive
Rockland, MA 02370

The Town of Boxford has considered the Bid submitted by you for the above described project in response to its notice for bids dated July 16, 2015 and Instructions to Bidders. You are hereby notified that your Bid has been accepted in the amount of \$4,062,370.00, based upon summation of lump sum prices, and/or unit prices based upon **base bid and alternate No. 1**.

You are required by the Instructions to Bidders to execute the agreement and furnish various bond and certificate documents listed in said Instructions to Bidders (see page 00 21 13-6) and otherwise as delineated in the specifications promptly upon receipt of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds and Certificates within ten (10) days from the date of receipt of this Notice, the Town of Boxford will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Town of Boxford will be entitled to such other rights as may be granted by law.

You are required to return within five (5) days an acknowledged copy of this Notice of Award to the Town of Boxford.

Dated this 29th day of October.



Alan J. Benson, Town Administrator/CPO

Acknowledged receipt of Notice of Award:

R.A.D. Corp. Dated this _____ day of _____.

cc: Huntress Associates
Boxford Board of Selectmen
Haynes Land Committee

00 52 13

OWNER - CONTRACTOR AGREEMENT

Note to Parties to the Agreement: This form of agreement is only a suggested guideline agreement. The Landscape Architect is not an attorney and is not qualified to assist in the preparation of contracts between the Awarding Authority and the Contractor or any Subcontractor. The parties to this agreement should obtain qualified legal advice and counsel before using or signing this form of agreement.

THIS AGREEMENT, made this Thirtieth day of October, 2015 by and between the Town of Boxford, herein called the "Owner" and

RAD Corporation - 171 VFW Drive - Rockland, MA 02370

a corporation organized and existing under the laws of Commonwealth of Massachusetts

a partnership consisting of _____

an individual doing business as _____

hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF THE WORK: The Contractor shall furnish all of the materials and perform all of the work shown and described in the Contract Documents titled HAYNES RECREATION AND CONSERVATION AREA, prepared by Huntress Associates, Inc., acting as and in these Contract Documents entitled the Landscape Architect, or Architect, and shall do everything required by this Agreement and the Contract Documents.

Article 2. TIME OF COMPLETION: The Contractor hereby agrees to commence work within 10 calendar days (Saturdays, Sundays and legal holidays excluded) from receipt of a written "Notice to Proceed" and to Substantially Complete the Work by August 15, 2017

The parties acknowledge that time is of the essence in the performance of this Contract.

Article 3. THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the sum of: **Four Million sixty-two thousand three hundred seventy dollars, exactly.**

DOLLARS (\$4,062,370.00).

Article 4. PAYMENTS: The Owner agrees to pay the Contractor in current funds for the performance of the Contract as provided in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as amended by the SUPPLEMENTARY GENERAL CONDITIONS.

Article 5. THE CONTRACT: The following together with this Agreement, form the CONTRACT:

The General Documents (Bidding Documents, Contract Forms & Conditions of the Contract) as listed in the Table of Contents.

The Specifications as listed in the Table of Contents.

The Contract Drawings as listed on the Contract Drawing coversheet.

Addenda No. 1 through 1 inclusive.

Modifications issued after the execution of the Contract.

Article 6. REQUIRED TERMS: This Contract shall be considered to include all items required to be included by the Contract Documents.

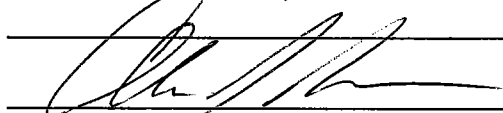
Article 7. ALTERNATES: The following ALTERNATES have been accepted and the Contract Sum stated in Article 3 of this Agreement includes and has been adjusted to reflect the total cost of each accepted alternate.

<u>Alternate Number</u>	<u>Indicate Accepted or Rejected</u>	<u>Original Bid Value of Alternate</u>
Alternate No. 1	Accepted	\$ 386,279.00
Alternate No. 2	Rejected	\$ 1,069,723.00
Alternate No. 3	Rejected	\$ 382,181.00
Alternate No. 4	Rejected	\$ 18,120.00

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in two (2) counterparts, each of which shall, without proof of accounting for the other counterpart, be deemed an original thereof.

SEAL

TOWN OF BOXFORD, 10/29/15



Alan J. Benson

Town Administrator / CPO

TOWN OF BOXFORD
100% Construction Documents

Haynes Recreation & Conservation Area
June 30, 2015

Commonwealth of Massachusetts

(County) October 29, 2015 Essex

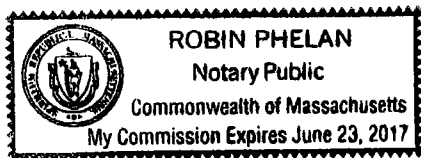
Then personally appeared the above Alan J. Benson

of the aforesaid Town of Boxford and acknowledged the foregoing instrument to be the free act and deed, before me.

Notary Public Robin Phelan

My Commission expires: 6-23-17

SEAL



CONTRACTOR

RAD SPORTS

171 VFW DRIVE

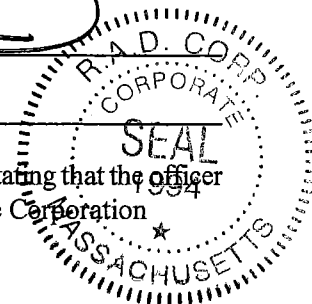
ROCKLAND, MA 02370

Address

By [Signature]

Title PRESIDENT

Note: If the Contractor is a corporation, attach Certificate of Vote by Board of Directors stating that the officer signing the contract has the authority of the Corporation to sign contracts binding on the Corporation



COMMONWEALTH OF MASSACHUSETTS

OWNER - CONTRACTOR AGREEMENT
00 52 13-3

TOWN OF BOXFORD
100% Construction Documents

Haynes Recreation & Conservation Area
June 30, 2015

(County)

November 2, 2015, Plymouth

Then personally appeared the above

Robert M. Delmonico

the aforesaid

President

of

R.A.D. Sports

and acknowledged the foregoing instrument to be the free act and deed of

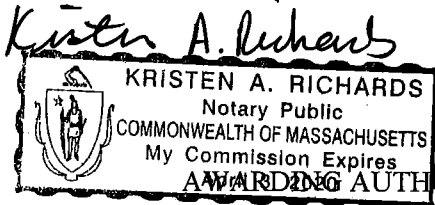
MA Drivers License

before me.

My Commission expires:

April 3, 2020

Notary Public



Approved as to form of agreement:

Approved as to available of appropriation:

I certify there is an appropriation in the amount of this contract and that the Town Administration has been authorized to execute the contract and approve all requisitions and change orders

Awarding Authority Legal Counsel

Karen L. Beane

Awarding Authority Accountant or Purchasing Agent

Date

10/29/15

Date

END OF SECTION