



Board of Selectmen
Meeting Packet
July 13, 2021



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: OWNER'S PROJECT MANAGER (OPM) FOR THE PROPOSED WATER TREATMENT FACILITY CONSTRUCTION PHASE FOR WELLS 3 AND 4

CONTRACT # DPW 2021-12

STATE CONTRACT # (if applicable) _____

This Contract is made this 13th day of July 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021(hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town issued request for proposals for Owners Project Manager (OPM) services in connection with design and construction of new water treatment plant for well(s) no. 3 and 4, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the construction phase services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Contractor,

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works and their design engineers, July 13, 2021 to an anticipated end to the contract by June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$195,000.00** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Owners Project Management (OPM) services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to public water supply systems, including water quality standards and the design and construction of water treatment plants, the purpose of which is to purify water drawn from wells to meet said standards.

9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any

and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to

have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. 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, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By:

Title: Vice President / Senior Principa

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

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:

Robert S. Little

Print Name

Vice President / Senior Principal

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Robert S. Little, authorized signatory for
name of signatory

Woodard & Curran Inc., whose
name of contractor

principal place of business is at 250 Royall Street, Suite 200E, Canton, MA 02021.

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.

 7/2/2021



CERTIFICATION OF CORPORATE AUTHORITY WOODARD & CURRAN, INC.

The undersigned, Rebecca Talbert, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

She is the duly elected Secretary of the Company, a Maine corporation. At a meeting of the Board of Directors of the Company on April 29, 2021, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

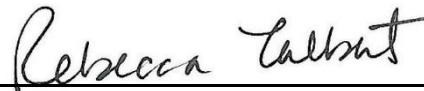
1. Senior Principals are authorized up to the amount of \$250,000, or as delegated.
2. Vice Presidents are authorized up to the amount of \$250,000, or as delegated.
3. Senior Vice Presidents are authorized up to the amount of \$1,000,000, or as delegated.
4. Executive Vice Presidents are authorized up to the amount of \$5,000,000, or as delegated.
5. The Chief Executive Officer is authorized up to the amount of \$15,000,000.
6. The Company's Board of Directors must authorize contracts over the amount of \$15,000,000.

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer and Executive Vice Presidents, for projects within their respective business units, are authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein, subject to the same dollar limits and Board approvals, as applicable, set forth above. Furthermore, that the Chief Executive Officer or Chief Financial Officer are also authorized at any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds. .

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED: April 29, 2021



Rebecca Talbert, Secretary

SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits and management positions in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Alyson B. Watson

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Chief Financial Officer

David W. Remick

Strategic Business Unit Leaders

Dirk Applegate
Thomas F. Hazlett III
Peter E. Nangeroni
Steven F. Niro

President of Consulting

Joseph C. Barbagallo

General Counsel and Corporate Secretary

Rebecca G. Talbert

Strategic Advisor

Douglas J. McKeown

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Operations Leaders

Andrew Neal
Paul P. Roux
Jeffery C. Stearns
Patricia A. Thomas
Marc G. Thomas
Gillian J. Wood

Director of Technical Practices

Robert C. Amaral
James Daniel Bryant
Kathleen Higgins
Mary E. House
Thomas E. Stoughton

Business Development Leaders

Brian E. Bzdawka
Christy Kennedy
David R. MacDonald
Joseph Brendan McLaughlin
Jerry G. Sheehan

Senior Area Manager

David W. Dedian

Chief Technologist - SBU

R. Duff Collins
Hugh G. Tozer

National Practice Leaders

Sergio Bazarevitsch
Patrick J. Cyr
Susan E. Guswa
Joseph A. Hurley
Robert S. Little
Michael H. Matson
Thomas Richardson
Persephene St. Charles
Adam H. Steinman
David A. White

Director of Innovations and New Ventures

Eric T. Carlson

VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Senior Client Managers

Glenn T. Almquist
Jennifer L. Anders
Elisha Back
Daryl V. Baltazar
Kevin R. Bethke
Rosemary T. Blacquier
Brent M. Bridges
Kenneth W. Carlson
Anthony C. Catalano
Craig B. Deeney
Susan Ferris
James Graydon
Michael Greenberg
Carol A. Harris
Nicholas A. Hastings
Michael Headd
Michael J. van der Heijden
Scott J. Medeiros
Inken N. Mello
Paul Norian
Patrick F. O'Hara
David Richardson
James J. Rivard
Scott C. Shannon
Barry S. Sheff
Lloyd K. Snyder
Denise C. Waite

Area Managers

Glenn D. Burden
Gregory Frieden
Michael J. Geary
David Kitzmiller
Jason Muche
Michael Pratt
Frederick Rogers
Robert Scott
Michael S. Thompson

Practice Leaders

Kelley C. Begin
John Gregory Booth
Lisa J. Campe
Patrick J. Cyr
Carrie A. Del Boccio
Zachary L. Henderson
Jason R. House
Robert L. Laird
Catharine M. Rockwell
Bert J. Wesley
Daniel Windsor

Regional Managers

Peter Andromalos
Michael L. Battistelli
Ryker Brown
Denise L. Cameron
Kelly V. Camp
Mesut Cayar
Maggie Connolly
Brian Dietrick
Matthew Elsner
Jeffrey A. Hamel
Kenneth Kohlbrenner
Steven Lauria
Nathan T. McLaughlin
Brian Pile
Matthew J. Valentine
Erica Wolski

Senior Technical Leaders

Robin Cort
Leslie Dumas
Jennifer Glynn
M. Scott Goldman
Lucas A. Hellerich
Glenn Hermanson
Xavier Irias
Gisa Ju
Saquib Najmus
Ali Taghavi
Kyle E. Tracy
Anthony Valdivia

Technical Delivery Group Leader

Peter J. Martin

Corporate Vice Presidents

Jennifer M. Andrews
Shannon J. Eyler
Kathleen Welter

Chief Technologist - Practice

Paul A. Dombrowski
Rajendra D. Vaidya

Corporate Service Directors

Kenneth Danila
Andrew L. Stanhope

SENIOR PRINCIPALS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

James Blanke
Frank J. Cavalieri
Rebecca A. Corbin
Justin F. deMello
Richard P. Fedder
Andrew J. Fitzpatrick

David G. Krochko
Mark E. Pietrucha
Brian Ravens
Douglas E. Spicuzza
James P. Sturgis
Brent R. Sutter

Randy E. Tome
Miles L. Walker
Donald J. Weeks
James D. Wilson
Daniel M. Wolfram

ATTACHMENT

A

Via Electronic Mail

March 30, 2021



Maurice Goulet
Director of Public Works
Town of Medfield
55 North Meadow Road
Medfield, MA 02052

Re: Agreement for Professional Engineering Services
Water Treatment Plant Owner's Project Management (OPM) Services
Construction, Commissioning and Close-Out Phases

Dear Mr. Goulet:

Woodard & Curran, Inc. (Woodard & Curran) is excited to have been selected as the Owner's Project Manager (OPM) for the Town of Medfield's (Town) Water Treatment Plant project. We are pleased to provide this Agreement for continued OPM services during the construction, commissioning, and close-out phases of the Water Treatment Plant project. We have prepared this Agreement based on discussions with the Department of Public Works following Woodard & Curran's response to the Request for Services and selection as the qualified OPM.

The project will be completed in accordance with the Scope of Services, Compensation, Schedule, and Terms and Conditions defined herein.

SCOPE OF SERVICES

Woodard & Curran will provide the following services under this Agreement with the Town. Phases 1 and 2 were performed under a separate agreement and included supporting the Town as OPM during the design and construction procurement phases of the project.

Phase 3: Construction & Commissioning

The Construction and Commissioning phase will commence once the Town approves funding for construction of the facility and appropriate contracts are executed with the General Contractor. This phase will end upon completion of start-up and commissioning of the new facility.

During this phase of the project, Woodard & Curran will monitor the progress and quality of construction as well as the Project Designer's performance on construction related issues. We will coordinate the flow of information among Town Officials, the Project Designer, General Contractor, and other parties. Specific tasks in this phase include:

Task 1 – Preconstruction & Initial Submittals

Woodard & Curran will attend a preconstruction meeting and review initial submittals required to be submitted by the General Contractor. Woodard & Curran will review the General Contractor's submitted schedule and provide comments to the Town and Project Designer relative to its completeness and anticipated accuracy. Woodard & Curran will review the General Contractor's submitted schedule of values and provide comments to the Town and Project Designer relative to the delineation of cost and line items.



Task 2 – Construction Administration Services

During the construction phase of the Project, Woodard & Curran will:

- Review the progress of construction and compare progress relative to the approved schedule. Advise the General Contractor, Project Designer, and Town regarding any concerns with progress of construction.
- Review logs for Submittals, Request for Information (RFIs), Potential Change Orders (PCOs) and Change Orders (COs).
- Advise the Project Designer and General Contractor regarding issues requiring resolution by either.
- Advise the Town of necessary or desirable changes to the project, assist in the negotiation of the General Contractor's proposals for these changes, submit recommendations to the Town and if accepted, prepare, or cause the General Contractor to prepare COs for the Project Designer's review and the Town's approval. Establish and implement a system for monitoring and reporting on COs, including approved COs, pending COs and anticipated COs.
- Review CO requests and provide the Town with recommendations regarding those requests.
- Prepare monthly written progress summaries summarizing the progress of construction, highlighting important events and raising pending issues that must be addressed.
- Maintain copies of weekly certified payrolls for compliance with prevailing wage requirements for all individuals employed on the project, as required by State law.
- Maintain a complete project file, including a file of correspondence, monthly reports, daily reports, payment records, photographs, videos, schedules, and files on particular issues as they arise.
- Develop and implement procedures for prompt review and processing of applications for payment from the General Contractor for progress and final payments, including certification requirements by the Project Designer. Make recommendations to the Town for payment(s).
- Monitor the overall project budget for the duration of the project. Make recommendations to the Town concerning potential increases or decreases to the budget.
- Make periodic visits to the Project site by representatives from the various disciplines, including structural, heating, ventilation, and air conditioning (HVAC), electrical, supervisory control and data acquisition (SCADA), as well as by senior process engineers.
- Recommend courses of action to the Town when the requirements of the contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.

Task 3 – Commissioning, Startup and Close-Out

Under this Task Woodard & Curran will:

- Ensure that Contractor(s) perform required equipment testing and train Town employees on equipment usage and maintenance.
- Assist in collecting all Record Drawings, operation and maintenance (O&M) manuals and instructions, warranties, and all other construction related documents necessary for occupancy and full operation of the facility from the General Contractor and Project Designer. Woodard & Curran will review these documents for completeness and accuracy and provide comments to



the Town and Project Designer. We have assumed that the Project Designer, in conjunction with the General Contractor, will be responsible for developing the Record Drawings and O&M Manuals (including a facility maintenance schedule) for the facility.

- Assist the Project Designer in the development of a punch list, and monitor contractor compliance with warranty, commissioning, and punch list items. We will provide monitoring of startup and performance testing of the new facilities and processes. We will monitor progress of the contractor and review schedule updates. Assistance during the typical one year warranty period, if desired by the Town, is not included in this Agreement and may be negotiated under separate Agreement or Amendment to this Contract.
- Ensure site clean-up by Contractors.
- Assist with obtaining Massachusetts Department of Environmental Protection (MassDEP) authorization to operate the facility.
- At the conclusion of the project, prepare a draft standard contractor evaluation form for the Division of Capital Asset Management (DCAM) concerning the Project Designer, General Contractor and Subcontractor's performance for the review and approval of the Chief Procurement Officer.

Phase 4: On-Site OPM Representation

On-site OPM representation will be performed concurrently with Phase 4, and only during active construction of the new facility. This phase will end upon completion of start-up and commissioning of the new facility.

During active construction of the project, Woodard & Curran will provide the services of an on-site Resident Project Representative (RPR) who will inspect, observe, and document the General Contractor's work with respect to quality and the requirements of the contract.

For budgeting purposes, we have estimated 224 hours of RPR time for construction observation based on an active construction duration of 14 months and weekly site visits. Additionally, we have assumed three weeks (120 hours) of RPR time for commissioning and startup services. The total estimated RPR time is 344 hours.

During this phase of the project, Woodard & Curran will monitor the progress and quality of construction as well as coordinate with the Project Designer relative to the resolution of construction related issues.

PROJECT SCHEDULE

The Scope of Services and Compensation included in this agreement are based on the following anticipated Project Schedule for OPM services. We have assumed a Notice to Proceed date of June 17, 2021.

Phase 3 – Construction & Commissioning	July 2021 – February 2023
Phase 4 – On-Site OPM Representation	September 2021* – December 2022

*September 2021 is the estimated commencement of active construction activities.



COMPENSATION

Woodard & Curran will complete the Scope of Services for the estimated fee presented below. These amounts will not be exceeded without prior written authorization from the Town. Phases 3 and 4 will be billed on a Time and Materials basis, not to exceed the amounts shown, in accordance with the attached Rate Schedule.

Phase	Fee
Phase 3 – Construction & Commissioning	\$135,000
Phase 4 – On-Site OPM Representation	\$ 60,000
TOTAL	\$195,000

Woodard & Curran will not begin work under Phases 3: Construction & Commissioning or Phase 4: On-Site OPM Representation, without receiving prior written approval from the Town. We understand that work under Phases 3 and 4 will be contingent upon the Town appropriating funding for the construction phase of the project.

CLARIFICATIONS AND ASSUMPTIONS

Exclusions from the scope of work and costs presented above include the following:

- The level of effort required of the OPM will vary greatly depending upon the quality of the construction contractor and the responsiveness and diligence of the Designer.
- Woodard & Curran will not provide review or oversight of the Applications Engineering and SCADA implementation as part of this scope of work.
- There will be a full-time RPR provided by the Project Designer.
- Preparation of funding reimbursements is not included in this project scope.
- Fee is based on the construction schedule as presented in the Request for Services.

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield Department of Public Works. If necessary, please reference a purchase order number if required for billing purposes.

Sincerely,

WOODARD & CURRAN, INC.

Robert S. Little, P.E.
Drinking Water Practice Leader

Renee Lanza, P.E.
Project Manager

Attachment: Rate Schedule

cc: Scott C. Salvucci, P.E., Woodard & Curran

Municipal Standard

2021 Rate Schedule



Consultant Personnel		
Labor Category		Hourly Rate
I. Support Services		
- Administrative		\$75
- Drafter		\$85
- Project Assistant		\$98
- Procurement Specialist		\$103
II. Professional Services		
- Designer		\$92
- Technician		\$95
- Inspector / Technician 2		\$98
- GIS Analyst / Operations Specialist		\$99
- Designer 2 / Geologist 1 / GIS Developer / Staff Engineer 1		\$113
- Scientist 1		\$114
- Staff Engineer 2 / Technical Service Specialist 1		\$121
- Resident Engineer / Scientist 2		\$124
- Geologist 2		\$126
- Designer 3		\$127
- Geologist 3		\$130
- Engineer 1 / GIS Analyst 2 / Scientist 3		\$131
- Senior Designer / Technical Service Specialist 2		\$137
- Engineer 2		\$141
- Project Geologist / Project Scientist		\$143
- GIS Solutions Analyst / Planner		\$145
- GIS App Developer / Project Management Professional		\$150
- Construction Manager / Engineer 3 / Project Geologist 2 / Project Technical Specialist 1		\$157
- GIS Manager / Project Engineer		\$166
- Project Scientist 2 / Project Technical Specialist 2		\$170
- Senior Planner		\$173
- Project Engineer 2 / Senior Geologist / Service Manager		\$179
- Project Manager 1 / Senior Technical Leader / Technical Expert 1 / Technical Manager 1		\$185
- Principal Project Manager / Project Manager 2 / Technical Expert 2 / Technical Manager 2		\$198
- Licensed Site Professional / Senior Project Manager / Senior Technical Manager		\$220
- Practice Leader		\$230
- Chief Technologist / Director of Practice / Principal		\$235
This Rate Schedule is confidential and for customer internal use only. W&C reserves the right to adjust billing rates annually.		

Expense Category

Travel ¹ Expenses	.56/mile At Cost Plus 10%
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1. Mileage rate will change as the federal allowable rate is modified.

#290



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: SCADA IMPLEMENTATION SERVICES FOR THE PROPOSED WATER TREATMENT FACILITY CONSTRUCTION PHASE FOR WELLS 3 AND 4

CONTRACT # DPW 2021-13

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1. **Contract Documents:** The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works and their design engineers, July 13, 2021 to an anticipated end to the contract by June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$222,000.00** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide SCADA Implementation Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to public water supply systems, including water quality standards and the design and construction of water treatment plants, the purpose of which is to purify water drawn from wells to meet said standards.

9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any

and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to

have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. 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, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: 

Title: Director of Technical Practices

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

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:

Robert C. Amaral

Print Name

Director of Technical Practices

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Robert C. Amaral, authorized signatory for
name of signatory

Woodard & Curran Inc., whose
name of contractor

principal place of business is at 250 Royall Street, Suite 200E, Canton, MA 02021.

____ does hereby certify under the pains and penalties of perjury that
Woodard & Curran Inc. 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.

Robert Conrad

7/8/2021

Signature

Date



CERTIFICATION OF CORPORATE AUTHORITY WOODARD & CURRAN, INC.

The undersigned, Rebecca Talbert, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

She is the duly elected Secretary of the Company, a Maine corporation. At a meeting of the Board of Directors of the Company on April 29, 2021, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

1. Senior Principals are authorized up to the amount of \$250,000, or as delegated.
2. Vice Presidents are authorized up to the amount of \$250,000, or as delegated.
3. Senior Vice Presidents are authorized up to the amount of \$1,000,000, or as delegated.
4. Executive Vice Presidents are authorized up to the amount of \$5,000,000, or as delegated.
5. The Chief Executive Officer is authorized up to the amount of \$15,000,000.
6. The Company's Board of Directors must authorize contracts over the amount of \$15,000,000.

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer and Executive Vice Presidents, for projects within their respective business units, are authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein, subject to the same dollar limits and Board approvals, as applicable, set forth above. Furthermore, that the Chief Executive Officer or Chief Financial Officer are also authorized at any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds. .

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED: April 29, 2021



Rebecca Talbert, Secretary

SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits and management positions in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Alyson B. Watson

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Chief Financial Officer

David W. Remick

Strategic Business Unit Leaders

Dirk Applegate
Thomas F. Hazlett III
Peter E. Nangeroni
Steven F. Niro

President of Consulting

Joseph C. Barbagallo

General Counsel and Corporate Secretary

Rebecca G. Talbert

Strategic Advisor

Douglas J. McKeown

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Operations Leaders

Andrew Neal
Paul P. Roux
Jeffery C. Stearns
Patricia A. Thomas
Marc G. Thomas
Gillian J. Wood

Director of Technical Practices

✓ Robert C. Amaral
James Daniel Bryant
Kathleen Higgins
Mary E. House
Thomas E. Stoughton

Business Development Leaders

Brian E. Bzdawka
Christy Kennedy
David R. MacDonald
Joseph Brendan McLaughlin
Jerry G. Sheehan

Senior Area Manager

David W. Dedian

Chief Technologist - SBU

R. Duff Collins
Hugh G. Tozer

National Practice Leaders

Sergio Bazarevitsch
Patrick J. Cyr
Susan E. Guswa
Joseph A. Hurley
Robert S. Little
Michael H. Matson
Thomas Richardson
Persephene St. Charles
Adam H. Steinman
David A. White

Director of Innovations and New Ventures

Eric T. Carlson

VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Senior Client Managers

Glenn T. Almquist
Jennifer L. Anders
Elisha Back
Daryl V. Baltazar
Kevin R. Bethke
Rosemary T. Blacquier
Brent M. Bridges
Kenneth W. Carlson
Anthony C. Catalano
Craig B. Deeney
Susan Ferris
James Graydon
Michael Greenberg
Carol A. Harris
Nicholas A. Hastings
Michael Headd
Michael J. van der Heijden
Scott J. Medeiros
Inken N. Mello
Paul Norian
Patrick F. O'Hara
David Richardson
James J. Rivard
Scott C. Shannon
Barry S. Sheff
Lloyd K. Snyder
Denise C. Waite

Area Managers

Glenn D. Burden
Gregory Frieden
Michael J. Geary
David Kitzmiller
Jason Muche
Michael Pratt
Frederick Rogers
Robert Scott
Michael S. Thompson

Practice Leaders

Kelley C. Begin
John Gregory Booth
Lisa J. Campe
Patrick J. Cyr
Carrie A. Del Boccio
Zachary L. Henderson
Jason R. House
Robert L. Laird
Catharine M. Rockwell
Bert J. Wesley
Daniel Windsor

Regional Managers

Peter Andromalos
Michael L. Battistelli
Ryker Brown
Denise L. Cameron
Kelly V. Camp
Mesut Cayar
Maggie Connolly
Brian Dietrick
Matthew Elsner
Jeffrey A. Hamel
Kenneth Kohlbrenner
Steven Lauria
Nathan T. McLaughlin
Brian Pile
Matthew J. Valentine
Erica Wolski

Senior Technical Leaders

Robin Cort
Leslie Dumas
Jennifer Glynn
M. Scott Goldman
Lucas A. Hellerich
Glenn Hermanson
Xavier Irias
Gisa Ju
Saquib Najmus
Ali Taghavi
Kyle E. Tracy
Anthony Valdivia

Technical Delivery Group Leader

Peter J. Martin

Corporate Vice Presidents

Jennifer M. Andrews
Shannon J. Eyler
Kathleen Welter

Chief Technologist - Practice

Paul A. Dombrowski
Rajendra D. Vaidya

Corporate Service Directors

Kenneth Danila
Andrew L. Stanhope

SENIOR PRINCIPALS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

James Blanke
Frank J. Cavalieri
Rebecca A. Corbin
Justin F. deMello
Richard P. Fedder
Andrew J. Fitzpatrick

David G. Krochko
Mark E. Pietrucha
Brian Ravens
Douglas E. Spicuzza
James P. Sturgis
Brent R. Sutter

Randy E. Tome
Miles L. Walker
Donald J. Weeks
James D. Wilson
Daniel M. Wolfram

ATTACHMENT

A



March 30, 2021

Mr. Maurice Goulet
Town of Medfield
Department of Public Works Director
55 North Meadow Road
Medfield, MA 02052

Re: Proposal for Professional Engineering Services for Medfield WTP SCADA Systems

Dear Mr. Goulet:

Woodard & Curran is pleased to submit this proposal for Professional Engineering Services for the Medfield Water Treatment Plant SCADA Systems. Woodard & Curran is focused on providing the new Water Treatment Plant (WTP) with SCADA systems that align with the Town's standard SCADA system philosophy, while addressing modern needs and advancements in SCADA technology. Woodard & Curran approaches SCADA system services with both a technological and an operational focus. The hardware, software and integration of the SCADA system must be deployed with operations in mind to be truly effective. By listening to and understanding the needs and goals of all levels of the organization, we strive to deliver results that address the immediate needs of operations staff by improving the front line monitoring and control, while providing increased information and efficiency. As the Town's SCADA Service provider, Woodard & Curran has a thorough understanding of the Town's existing SCADA system, challenges to be addressed, efficiencies to build upon, and future system integration considerations, which will be critical to successfully bringing the WTP online. In addition, Woodard & Curran has the experience needed to properly implement effective cybersecurity solutions that protect these critical pieces of infrastructure, and to maintain those installations as threats continue to evolve.

The following summarizes the scope and budget that Woodard & Curran (W&C) intends to provide as the Application Engineer specified by the Town of Medfield, MA.

PROJECT UNDERSTANDING

W&C understands the project goals for the Application Engineer to be construction and procurement services, programming, startup, documentation and training for a new water treatment facility and wells. W&C will need to coordinate with the filter controls vendor and a security camera vendor to integrate their systems with SCADA. One new iFix node will be installed because of this project. In addition, there will be cybersecurity improvements for secure remote access of the plant and a backup alarm system installed.

The new facilities will consist of a Wells 3 & 4 Water Treatment Plant, a Well 3 Station and a Well 4 Station.

The plant will be configured with cellular gateways for remote access traffic, which will be funneled through a dedicated next-generation Palo Alto firewall, followed by a managed ethernet switch to properly route to the control system network. The next-generation firewall will be programmed and licensed to allow for secure remote access via an encrypted VPN tunnel. This will allow operations, management, and integrator support, as decided by the Town, a means of securely monitoring and controlling the system. Multifactor authentication will be supported to provide an additional security layer.



The Main Control Panel (MCP) hosts the firewall equipment, in addition to the Main Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT). The Main PLC will be programmed per the Sequence of Operations document. Engineering services will be provided to correctly integrate this sequence and will include control and monitoring of, but not limited to; Well VFD operation, raw water flow, filter flow, valve controls, backwash, sodium hydroxide, sodium hypochlorite, finished water, pH, water temperature, iron and manganese monitoring, chlorine residuals, flood alarms, pressure monitoring, room temperatures, HVAC monitoring, intrusion detection, fire detection, generator status, automatic transfer switch status, tight tank level switch, propane tank level, chemical alarm control panel status and man down switches. The OIT will be programmed to replicate critical system controls that would normally be accessed at the Human Machine Interface (HMI) workstation in the control room.

W&C will furnish and configure the HMI workstation and USB printer for the control room. The workstation will run the Windows 10 operating system and will be updated with the latest security patches. The HMI software platform will be GE's iFix and W&C will provide the appropriate runtime and historian licenses for proper functionality. Studio 5000 PLC programming software will be provided and installed to allow for local PLC programming capability.

W&C will furnish and configure a Sensaphone backup alarm dialer that will be installed at the plant. The existing VPN tunnel will be configured to allow alarm notifications to be sent to an existing WIN-911 software system. In the event the tunnel is down, the Sensaphone can send out alarms via cellular.

Filter controls programming will be provided by a vendor and will be integrated by W&C within the Main PLC program structure. Coordination with the filter vendor will be required in order to organize and test all filter controls.

A security monitor system will be provided by a vendor. The vendor system will be tied to a digital video recorder, which will be linked via Ethernet on a subnet of the SCADA network. W&C will configure that subnet and supply a list of useable IP addresses to the vendor.

Well 3 and Well 4 Stations will be connected via fiber optic cable to the MCP. W&C will program and startup the respective PLCs, OITs and managed Ethernet switches at the two sites in coordination with the plant integration.

SCOPE OF SERVICES

TASK 1 – Construction and Procurement Services

W&C will provide the following construction phase and procurement services to review and confirm the system will operate as intended.

- 1.1 Participate in one (1) project kickoff meeting.
- 1.2 Participate in one (1) site visit during construction.
- 1.3 Review network architecture and control panel design submittals.
- 1.4 Review technical specifications and control narratives.
- 1.5 Assist with RFIs as it pertains to the Application Engineer's scope. W&C anticipates up to sixteen (16) hours of assistance with RFIs.
- 1.6 Participate in up to four (4) project progress meetings.



- 1.7 Provide one (1) Studio 5000 software license.
- 1.8 Provide one (1) iFix Runtime node license.
- 1.9 Provide one (1) iFix Historian node license.
- 1.10 Provide one (1) iFix IGS driver license.
- 1.11 Provide one (1) Palo Alto firewall.
- 1.12 Provide two (2) cellular modems for telemetry.
- 1.13 Provide one (1) Sensaphone cellular backup alarm system.
- 1.14 Provide one (1) Windows 10 computer and one (1) USB/Wireless printer.

TASK 2 – Programming

W&C will provide the following programming tasks related to the control panel PLCs, OITs, workstation HMI, network switches and cybersecurity hardware.

- 2.1 Perform an internal kickoff meeting.
- 2.2 Define alarms and reporting requirements.
- 2.3 Configuration of the SCADA computer with iFix Runtime and Studio 5000 software.
- 2.4 Installation of all current security updates for workstation operating system.
- 2.5 Configuration of the Palo Alto firewall for secure VPN tunnel remote access as described in Project Understanding.
- 2.6 Configuration of the cellular modems for telemetry.
- 2.7 Configuration of the Sensaphone backup alarm system.
- 2.8 Program the Main Control Panel (MCP) Programmable Logic Controller (PLC).
- 2.9 Review filter control logic provided by filter control vendor.
- 2.10 Coordinate with filter control vendor to integrate filter logic in to MCP PLC.
- 2.11 Coordinate the Town's procurement of SIM cards required for the cellular modems.
- 2.12 Program Well Control Panel (WCP) PLC.
- 2.13 Program communications between MCP and WCP.
- 2.14 Review and coordinate the integration of vendor security cameras.
- 2.15 Develop up to thirty (30) HMI SCADA screens that fulfill control narrative requirements.
- 2.16 Develop up to fifteen (15) OIT SCADA screens that fulfill control narrative requirements.



- 2.17 Develop list of required tags for historical data logging. Tag logging frequency will be configured based on the tag type and data requirements.

- 2.18 Perform in-house testing of PLC logic and SCADA screen development.

TASK 3 – Startup

W&C will provide the following integration startup services to meet the system operations goals and process narrative requirements. W&C anticipates approximately 4-5 weeks onsite to for startup services.

- 3.1 Deploy and test SCADA computer functionality on site.
- 3.2 Test all Palo Alto firewall functionality.
- 3.3 Test cellular modems functionality.
- 3.4 Test Sensaphone backup alarm system.
- 3.5 Provide startup services for MCP, WCP, vendor filter controls and coordination with vendor security cameras.
- 3.6 Provide full test of SCADA HMI and OIT configurations.
- 3.7 Test all communications between PLCs and SCADA interfaces provided by this scope.
- 3.8 Test firewall remote access.
- 3.9 Test all alarms via iFix and WIN-911 alarm notification software.
- 3.10 Test iFix historical data collection.
- 3.11 Provide up to eight (8) hours of automated reporting modifications via the existing XL Reporter software installation at the Town's Wastewater Treatment Plant at 99 Bridge Street.
- 3.12 Test common alarms via Sensaphone backup alarm system.
- 3.13 Complete system verification, including final loop tuning and punch list tasks.

TASK 4 – Documentation and Training

W&C will provide the following documentation and training upon completion of startup to assist with operations and maintenance of the facilities.

- 4.1 Document system networking modifications and record new assets in W&C asset lists.
- 4.2 Document system configuration, licensing information and software.
- 4.3 Provide screenshots of commissioned systems and as-built files for updating the Operations & Maintenance (O&M) manual.
- 4.4 Provide up to four (4) hours of training.



SCHEDULE

Woodard & Curran will begin work upon written authorization to proceed. We understand the Town's desire for prompt action and are committed to assisting the Town of Medfield with support of this project..

BUDGET

Woodard & Curran proposes to perform the work described within this proposal on a Lump Sum Basis, invoiced monthly based upon the percentage of work complete. Monthly invoices will include a summary of services provided during the invoice period. Woodard & Curran will provide engineering services described herein for a lump sum fee of \$222,000.

Any additional services requested will be reviewed with the Town and submitted as an Amendment to the scope of services and budget outlined in this proposal.

RESPONSIBILITY OF THE TOWN

- Assist W&C staff with access to Town sites and provide information applicable to the scope of the project.
- Assist and support W&C during Site Acceptance Testing (SAT) with tasks including but not limited to station shutdowns, equipment shutdowns, and equipment testing.
- Provide feedback and testing relative to intended controls, SCADA screens, alarms, and historical data.
- Sign off on completed project.

ASSUMPTIONS

- During COVID-19, W&C will follow CDC guidelines while on site (maintain a safe distance of 6 feet from others, not be on site if exhibiting symptoms or have tested positive for COVID, and wear face masks). W&C respectfully requests that the Town follow these same CDC guidelines with respect to W&C staff. Additionally, the Town shall immediately notify the W&C project manager upon learning of any person or people at the site who exhibit symptoms or tests positive for COVID-19. Similarly, W&C will notify the Town if any W&C staff who are or have been on site tests positive or exhibits symptoms of COVID-19.
- Filter controls vendor will be available during scheduled startup to assist W&C.
- Security camera vendor will be available during scheduled startup to assist W&C.
- W&C anticipates the iFix HMI software historical tag count will not exceed a requirement of 2,500 tags. Typical facilities of this magnitude require less than 1,000 tags to be logged historically to a database for trending and reporting. If more than 2,500 tags are desired by the Town, an amendment would have to be made in the future.
- Narrative for plant SCADA process controls and monitoring by Environmental Partners.
- Control panel and electrical design services, instrumentation setup and calibration, operations & maintenance manual development, and electrical services by others.
- SIM cards for cellular modems provided by the Town.



- Automated reporting and alarm notification software is not included. The Town has existing software that was updated within the past 3 years at the 99 Bridge Street Wastewater Treatment Plant location which would be accessed over the Town network. This software could be provided independently for the Water Treatment Plant with an amendment or in the future should the Town desire.

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield DPW.

Sincerely,

WOODARD & CURRAN

Kevin Mesick
Project Manager

cc: Robert Amaral, Woodard & Curran
Scott Salvucci, P.E., Woodard & Curran

Via Electronic Mail



March 30, 2021

Maurice Goulet
Director of Public Works
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

Re: Review of Project Designer Scope
Construction Administration and Resident Inspection Services

Dear Mr. Goulet:

As requested by Medfield Water and Sewer Board, Woodard & Curran has reviewed the Project Designer's (Environmental Partners) scope of services for the construction administration and resident inspection services for the new Water Treatment Plant (WTP) for Wells 3 and 4. Our review of the Project Designer's scope is summarized below:

Task 1: Well 3 Replacement Well Installation, Pump Test, and Pump Test Report

- The scope, as presented, meets the expectations for a new well installation and associated services for MassDEP regulatory approval of a new groundwater well.
- The scope notes the subcontracting of the pump test materials, and infers the subcontracting of the well driller though does not specifically note this. Environmental Partners has confirmed that this does include the well drilling services as a subcontractor.
- The task budget of \$150,000 appears reasonable for the work included in the task scope.

Task 2: Construction Contract Administration Services

- The scope, as presented, meets the expectations for construction administration services for a new drinking water treatment facility.
- The construction timeline, as identified, is reasonable for the construction of a new greensand water treatment facility based on our previous experience with similar projects.
- The assumed 80 hours for review and coordination of claims and change orders will be dependent on the awarded contractor, but is a reasonable assumption for the average general contractor.
- The assumed 100 site visits included is a reasonable assumption. While this may sound like a lot of site visits, a site visit with three people would be considered three site visits.
- The task budget of \$768,000 appears reasonable for the work included in the task scope.

Task 3: Resident Engineering

- The scope, as presented, meets the expectations for resident engineering for a new water treatment plant.



- The assumption of 3510 hours for an 18-month contract duration and 9 hours per day is a reasonable assumption. For this type of work, a full-time resident engineer is essential and can help mitigate change order claims and ensure work is completed in accordance with the Contract Documents.
- Woodard & Curran noted that mention of "maintaining records of locations of all buried installations" was not specifically noted within the scope of Records for the Resident Project Representative (RPR). Environmental Partners has confirmed that this is standard practice for their RPR services.
- The task budget of \$442,000 appears reasonable for the work included in the task scope.

Task 4: Project Closeout/Startup Activities

- The scope, as presented, meets the expectations for project closeout and startup activities for a new water treatment plant.
- The assumption of 230 hours for startup and training activities is a reasonable assumption for a new water treatment plant.
- The task budget of \$76,000 appears reasonable for the work included in the task scope.

Woodard & Curran believes that the scope and fee presented within the Project Designer's (Environmental Partners) proposal for construction administration services is reasonable for a new water treatment plant. The total cost of construction services (Task 2-4) \$1,286,000 represents 13.8% of the most recent construction cost estimate of \$9,300,000. It should be noted that Task 1 was omitted from this calculation as it is separation construction and oversight services within the specific Task and as noted the cost presented is reasonable for the work to be completed. We would expect to see construction administrative services with full-time resident engineering oversight to be between 12% to 15% of construction cost, depending of the complexity of the project. Environmental Partners' proposal is within the industry standard. It should also be noted that the proposal is on a time and materials (T&M) basis, and therefore if tasks are able to be completed more efficiently than assumed, for example based on an exceptional general contractor, than the Town will only pay for services actually rendered. Therefore, Woodard & Curran recommends approval of the Scope and Fee, as presented.

Sincerely,

WOODARD & CURRAN, INC.

Renee Lanza, P.E.
Project Manager

RAL/ams

cc: Scott C. Salvucci, P.E., Woodard & Curran
Robert S. Little, P.E., Woodard & Curran

PN: 0233730.00



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE PROPOSED WATER TREATMENT FACILITY CONSTRUCTION FOR WELLS 3 AND 4

CONTRACT # DPW 2021-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 13th day of July 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town requested a proposal for Construction Phase Engineering Services in connection with design and construction of new water treatment plant for well(s) no. 3 and 4, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the Construction Phase Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Contractor,

NOW, THEREFORE, the Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, July 13, 2021 to an anticipated end to the contract by June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$1,436,000.00** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Construction Phase Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to public water supply systems, including water quality standards and the design and construction of water treatment plants, the purpose of which is to purify water drawn from wells to meet said standards.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this

Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have

been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. 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, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

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

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

ATTACHMENT

A



March 22, 2021

Mr. Maurice Goulet
Director of Public Works
Town House
459 Main Street
Medfield, MA 02052

**RE: Wells 3 & 4 Water Treatment Plant and Well 3 Replacement
Proposal for Construction Phase Engineering Services**

Dear Mr. Goulet:

We would like to thank you for giving ENVIRONMENTAL PARTNERS Group, Inc. (ENVIRONMENTAL PARTNERS) the opportunity to provide you with this proposal for engineering services related to the construction of the Water Treatment Plant for Wells 3 and 4. Based on your request, we have prepared the Scope of Services described below.

Project Understanding

The Town of Medfield (Town) has been actively addressing public water supply and water quality concerns at Wells 3 and 4 for the past few years. ENVIRONMENTAL PARTNERS has been involved in that process for more than four years and recently completed the preparation of the construction plans and specifications for the proposed Water Treatment Plant (WTP) for Wells 3 and 4. The WTP design was approved by Massachusetts Department of Environmental Protection on March 5, 2021. The project is currently planned for public bidding under M.G.L. Chapter 149 between March and April 2021.

Bidding phase has commenced. Filed sub-bids are due on April 14th and general bids are due on April 28th. Following the bidding phase, ENVIRONMENTAL PARTNERS proposes to provide construction administration services and full time resident engineering for a duration of approximately 18 months to assist the Town with the management and administration of the construction contract. The project scope of work and budget for construction phase services, resident engineering, and project closeout/startup activities are described below.

Scope of Services

Task 1: Well 3 Replacement Well Installation, Pump Test, and Pump Test Report

ENVIRONMENTAL PARTNERS shall oversee the installation of the replacement production well referred to as Well No. 3A within 50 feet of the existing Well No. 3 including the following activities:

1. Coordinate the installation of a replacement production well by a Massachusetts registered well driller. The replacement well will be an 18-inch by 24-inch gravel pack well. The well driller shall furnish, install, and develop the replacement well. ENVIRONMENTAL PARTNERS

personnel will provide oversight and management of the replacement well installation, including: drilling, sampling, screen and gravel pack selection, well installation, and development. In addition, ENVIRONMENTAL PARTNERS will perform field measurements of specific conductance and turbidity during the well development.

2. Oversee the advancement of a 24-inch borehole to a depth of up to 60 feet below ground surface (bgs).
 - a. Continuous samples will be collected from 20 feet bgs to the base of the boring. Samples will be collected and tested for sieve analysis to establish the well screen slot size. ENVIRONMENTAL PARTNERS will survey the location and elevation of the replacement well using a field GPS instrument.
 - b. The well screen will be 10-feet in length, 18-inch diameter, stainless steel, wire wrapped screen. The well casing will be 18-inch diameter carbon steel. An alternative pack (i.e. SiLibeads®) will be installed around the well screen and up to 10 feet above the well screen. Two feet of transition sand will be installed above the gravel pack and bentonite grout tremied around the casing up to 10 feet bgs. The top 10 feet will be left open to allow for installation of the production well equipment (piping, electrical connections, and pitless adapter).
3. Oversee the development of the well, which will be developed using a combination of air lift, surge blocks, jetting and/or pumping until it is determined that additional development time will not improve the specific capacity, the turbidity is less than 5 NTU, the production water is clear of sand, and the specific conductance is stable. The budget for this task includes four days of well development time.
4. Coordinate the 48-hour pump test in accordance with MassDEP guidance. ENVIRONMENTAL PARTNERS will coordinate the well field operations with the Water Department during the pump test.
 - a. Well 3 will have to be turned off for the duration of the pump test. The pump test will be scheduled during the fall after the high water demands seen in the summer months. Beginning at least three days prior to the pump test, during the pump test, and until 95 percent recovery in the test production well is achieved, water levels will be monitored in the existing production well, new replacement well and adjacent test wells.
 - b. If appropriate, a step test will be performed after well development to determine the optimal pumping rate for the 48-hour pump test.
 - c. The proposed pump test discharge location will be coordinated with the Water Department.
 - d. ENVIRONMENTAL PARTNERS will complete a 48-hour constant rate pump test for the replacement well. Both manual water level readings will be collected and automatic data logging using submersible pressure transducers. ENVIRONMENTAL PARTNERS will complete constant water level logging prior to, during, and after the 48-hour

pumping test to evaluate ambient water level fluctuations and drawdown effects during the test. The logging will take place in the test well and nearby observation wells. Precipitation during the pump test will be evaluated using the local weather station. These values will be displayed with the water level logger data to offset any water level recovery that may take place during precipitation events during the logging period.

- e. ENVIRONMENTAL PARTNERS will notify MassDEP prior to startup and prior to shut down of the pump test. If "stable" drawdown (based on water levels) is not achieved after 48-hours of pumping, then the results will be reviewed with MassDEP and, if requested by MassDEP, the duration of the pump test may be extended upon the approval of the Town.
- f. ENVIRONMENTAL PARTNERS will complete water quality sampling at the end of the pump test in accordance with MassDEP Guidelines and Policies for Public Water Systems Chapter 4 – Groundwater Supply Development and Source Approval Process Section 4.15.1.4.e, including coliform bacteria, volatile organics, secondary contaminants, nitrate, and nitrite. The water samples will be submitted to a Massachusetts certified laboratory for analyses.
- g. ENVIRONMENTAL PARTNERS will subcontract with a Massachusetts State Registered Water Supply Well driller to provide all pump test equipment including: piping, flow meters, generator, and discharge line. The driller will set up and operate the equipment for the pump test and will monitor the pump test by collecting water level measurements and flow rates at 1 to 2 hour intervals. ENVIRONMENTAL PARTNERS will perform oversight of the pump test set up and operation.

5. ENVIRONMENTAL PARTNERS will collect and compile all field data into tables and figures, including the preparation of a well boring and construction log and installed specific capacity. ENVIRONMENTAL PARTNERS will also prepare a letter report in accordance with Chapter 4 of the MassDEP Guidelines and Policies for Public Water Systems, summarizing the results of the production well installation and pump test. This report will be submitted to MassDEP for permitting the replacement well. This scope of work includes three project meetings, as follows:
 - a. A site walkover will be conducted with MassDEP personnel to review the site conditions and proposed pump test;
 - b. The results of the pump test and well permitting activities will be presented to the Water Department; and
 - c. ENVIRONMENTAL PARTNERS will meet with MassDEP to review the results of the pump test and requested replacement well permit.

Task 2: Construction Contract Administration Services

ENVIRONMENTAL PARTNERS will provide construction administration services for a duration of approximately 78 weeks to assist the Town with the management and administration of the construction contract. Task 2 shall include:

1. Assist in the coordination of the project and maintain communication with Town's Project Team, Owner's Project Manager and their designee(s).
2. Attend a project kick-off meeting with the selected Contractor, the Town, and other interested parties to discuss the construction of the project, as outlined in the Construction Contract Documents, including: (1) scheduling; (2) methodology for dispute resolution; (3) substitutions of materials and/or construction procedures; (4) clarifications of the Contract Documents; and (5) coordination with the Town.
3. Coordination and management of construction and installation activities.
4. Review and coordination of shop drawings and project submittals for materials, equipment, and other project requirements. EP anticipates approximately 500 submittals during the course of construction.
5. Coordination and attendance at monthly construction progress meetings.
6. The preparation of project correspondences to the Town and Contractor to facilitate timely execution of construction activities in accordance with the construction contract requirements.
7. Preparation of responses to Requests for Information (RFIs).
8. Review and coordination of claims and change orders. ENVIRONMENTAL PARTNERS has included 80 hours for review.
9. Coordination with the resident project representative of project progress, submittals, and project claims and change orders.
10. Issue all instructions of Town to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as Town's consultant, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Town and Contractor(s) relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENVIRONMENTAL PARTNERS shall not be liable for the result of any such interpretations or decisions rendered in good faith.
11. Review and take appropriate action with respect to shop drawings and samples, results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means,

methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content, as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the Contract Documents.

12. Coordinate SCADA and instrumentation and controls work with the Town's SCADA provider (Woodard & Curran), who are under a separate contract to provide SCADA and applications engineering services.
13. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. (ENVIRONMENTAL PARTNERS construction administrative staff shall not be required to make exhaustive or continuous onsite observations to check the quality or quantity of such work). ENVIRONMENTAL PARTNERS construction administrative staff shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENVIRONMENTAL PARTNERS' efforts will be directed toward providing a greater degree of confidence for the Town that the completed work of Contractor(s) will conform to the Contract Documents, but ENVIRONMENTAL PARTNERS shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of onsite observations, ENVIRONMENTAL PARTNERS shall endeavor to keep the Town informed of the progress of the work, shall endeavor to guard the Town against defects and deficiencies in such work and may recommend the Town disapprove or reject work failing to conform to the Contract Documents. ENVIRONMENTAL PARTNERS anticipates 100 site visits during the course of construction.
14. Based on ENVIRONMENTAL PARTNERS' on site observations as an experienced and qualified design professional on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing to the Town payments to Contractor(s) in such amounts; such recommendations for payment will constitute a representation to the Town, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENVIRONMENTAL PARTNERS' knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENVIRONMENTAL PARTNERS will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENVIRONMENTAL PARTNERS to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident

thereto or that ENVIRONMENTAL PARTNERS has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to the Town free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

15. ENVIRONMENTAL PARTNERS shall collect and store certified payrolls from the Contractor(s) or subcontractor and provide the Town with copies as requested.
16. ENVIRONMENTAL PARTNERS shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees or any other persons (except ENVIRONMENTAL PARTNERS' own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in the paragraphs above, inclusive, shall be construed to release ENVIRONMENTAL PARTNERS from liability for failure to properly perform duties undertaken by him in the Contract Documents.

Task 3: Resident Engineering

ENVIRONMENTAL PARTNERS will provide one full time resident project representatives whose duties, responsibilities and limitations of authority are outlined below, for duration of up to three thousand five hundred and ten (3510) hours. This is based on a 18 month contract duration and 9 hours per day.

ENVIRONMENTAL PARTNERS shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incident to the work of the Contractor(s), but ENVIRONMENTAL PARTNERS shall be responsible for notifying the Contractor and Town of any work that is cause for concern with respect to consistency with the requirements of the contract plans and specifications. ENVIRONMENTAL PARTNERS' efforts will be directed toward providing a greater degree of confidence for Town that the completed work of the Contractor(s) will conform to the Contract Documents, but ENVIRONMENTAL PARTNERS shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. On the basis of on-site observations, ENVIRONMENTAL PARTNERS shall keep Town informed of the progress of the work, shall guard Town against defects and deficiencies in such work, and shall recommend the Town disapprove or reject work failing to conform to the Contract Documents.

1. The Resident Project Representative's duties, responsibilities, and limitations of authority are outlined below.

- a. General:

The Resident Project Representative is ENVIRONMENTAL PARTNERS' Agent, and shall act under the supervision of the ENVIRONMENTAL PARTNERS Project Manager. He

shall confer with the ENVIRONMENTAL PARTNERS Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be, in general, with the ENVIRONMENTAL PARTNERS Project Manager and the Contractor, keeping the Town advised as indicated below and as necessary. His dealings with subcontractors will only be through or with the full knowledge of Contractor or his on-site representative. He shall generally communicate with Town with the knowledge of the ENVIRONMENTAL PARTNERS Project Manager.

b. Duties and Responsibilities:

Resident Project Representative shall:

1. **Schedules:** Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor, and consult with the ENVIRONMENTAL PARTNERS Project Manager concerning their acceptability.

2. **Conferences:** Attend progress meetings and other job conferences, as required, in consultation with the ENVIRONMENTAL PARTNERS Project Manager.

3. **Liaison:**

- i. Serve as ENVIRONMENTAL PARTNERS' liaison with the Contractor and the Town, working principally through Contractor's designated on-site representative, and assist them in understanding the intent of the Contract Documents. Assist the ENVIRONMENTAL PARTNERS Project Manager in serving as the Town's liaison with Contractor when the Contractor's operations affect Town's on-site operations.
- ii. Assist in obtaining from the Town additional details of information required at the job site for proper execution of the work.

4. **Shop Drawings and Samples:**

- i. Receive samples from the Contractor's on-site representative and notify the ENVIRONMENTAL PARTNERS Project Manager of their availability for examination.
- ii. Immediately advise the ENVIRONMENTAL PARTNERS Project Manager and the Contractor, or his on-site representative, of the commencement of any work requiring a shop drawing or sample submission, if the submission has not been reviewed by ENVIRONMENTAL PARTNERS.

5. **Review of Work, Rejection of Defective Work, Inspections and Tests:**

- i. Conduct periodic on-site reviews of construction in progress, or as otherwise necessary, to determine, to the best of his knowledge, (1) if work is proceeding in general accordance with the Contract Documents; and (2) that completed work is in substantial conformance with the Contract Documents. During such visits, and on the basis of on-site observations, ENVIRONMENTAL PARTNERS shall keep Town informed of the progress of the work, shall guard Town against defects and deficiencies in such work, and shall recommend the Town disapprove or reject work failing to conform to the Contract Documents.
- ii. Report to the ENVIRONMENTAL PARTNERS Project Manager, who, in turn, will notify the Town whenever any work is, to the best of his knowledge and belief, unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the ENVIRONMENTAL PARTNERS Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the Contractor of work failing to meet the Contract requirements.
- iii. Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted, as required by the Contract Documents, and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record, and report to the ENVIRONMENTAL PARTNERS Project Manager appropriate details relative to the test procedures and start-ups.
- iv. Obtain records of all on-site testing and site visits from the Contractor's on-site representative, and report these to the ENVIRONMENTAL PARTNERS Project Manager.
- v. Performance of the services outlined in Section 5., parts (i.) through (iv.) is to protect Town against defects and deficiencies in the work, and to verify compliance with the Contract Documents. Nothing in Section 5 relieves the Contractor of their independent obligations under their contract with Town.

6. **Interpretation of Contract Documents:** Transmit to the Contractor clarification and interpretation of the Contract Documents, as issued by the ENVIRONMENTAL PARTNERS Project Manager.
7. **Modifications:** Consider and evaluate the Contractor's suggestions for modifications in Drawings and Specifications, and report them, with recommendations, to the ENVIRONMENTAL PARTNERS Project Manager.
8. **Records:**
 - i. Maintain at the job site orderly files for correspondence; reports of job conferences and sample submissions; and reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENVIRONMENTAL PARTNERS' clarifications and interpretations of the Contract, ENVIRONMENTAL PARTNERS' clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - ii. Keep a diary or log book recording hours on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers, and distributors; daily activities; decisions; and observations in general and specific observations in more detail, as in the case of observing test procedures. Send copies to the ENVIRONMENTAL PARTNERS Project Manager.
 - iii. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of equipment and materials.
9. **Reports:**
 - i. Furnish periodic reports, as required, of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing submissions.
 - ii. Prepare field memorandum, preliminary change orders and extra work orders, obtaining all back-up material. Recommend to the ENVIRONMENTAL PARTNERS Project Manager Field Memorandum, Change Orders, Extra Work Orders, and Field Changes.
10. **Payment Requisitions:** Review applications for payment with the Contractor for compliance with the established procedure for their

submission, and forward them, with recommendations, to the ENVIRONMENTAL PARTNERS Project Manager, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. **Certificates, Maintenance and Operations Manuals:** During the course of the work, verify that certificates, maintenance and operation manuals, as appropriate, and other data required to be assembled and furnished by Contract are applicable to the items actually installed, and deliver this material to the ENVIRONMENTAL PARTNERS Project Manager for his review and forwarding to Town prior to final acceptance of the work.
12. **Completion:** Conduct a review to determine if the Project is substantially complete, and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design, and if Contractor has fulfilled all of his obligations there-under, so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s), and may give written notice to Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph E above.
 - i. Before ENVIRONMENTAL PARTNERS issues a Certificate of Substantial Completion, assist the ENVIRONMENTAL PARTNERS Project Manager in developing a list of observed items requiring correction or completion.
 - ii. Conduct final review in the company of the ENVIRONMENTAL PARTNERS Project Manager, Town and Contractor, and assist in preparation of a final list of items to be corrected.
 - iii. Verify, to the best of his knowledge, that all items on final list have been completed or corrected, and make recommendations to the ENVIRONMENTAL PARTNERS Project Manager concerning acceptance.

c. **Limitations of Authority - Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents, or approve any substitute materials or equipment, unless authorized by the ENVIRONMENTAL PARTNERS Project Manager.

2. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
5. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize Town to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENVIRONMENTAL PARTNERS.
8. Shall not exceed limitations on ENVIRONMENTAL PARTNERS' authority as set forth in the Contract Documents.

Task 4: Project Closeout/Startup Activities

ENVIRONMENTAL PARTNERS will provide project closeout and startup activities services to assist the Town with the closeout and startup of the water treatment plant for Wells 3 and 4. Task 4 shall include:

1. Attend checkout, startup, and training of equipment and instrumentation systems. EP anticipates 230 hours for startup and training.
2. Prepare preliminary punch list.
3. Prepare final punch list and observe work completed by contractor.
4. Preparation of facility operation and maintenance manual (O&M) in accordance with MassDEP requirements. Draft O&M manual will be provided to the Town for review and comment and discussed at a workshop. Final O&M manual will be provided to the Town in hard copy and electronic format. O&M Manual will include chapters on the Town's water system, water quality standards, facility supervision and operations personnel responsibilities, description of facility operations and hydraulics, detailed description of facility equipment and interrelationships, instrumentation and SCADA system, facility troubleshooting, chemical application and quality control standards, facility start-up and operation protocols, laboratory testing requirements, residuals management, emergency operations procedures, operation and maintenance logs, and drinking water regulation compliance information.
5. Prepare engineer of record certification letter and request MassDEP inspection.

6. Attend MassDEP final walk through inspection.
7. Coordinate and assist Town with facility process start-up and operations for up to 4 weeks following facility commissioning.
8. Coordinate project closeout including review of substantial completion requests and preparation of closeout documentation (certificate of substantial completion, contractor's affidavit of payment, contractor's waiver of liens, and consent to final payment).
9. Conduct a review to determine if the Project is substantially complete and to determine if, to the best of ENVIRONMENTAL PARTNERS' knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that ENVIRONMENTAL PARTNERS may recommend, in writing, final payment to Contractor(s) and may give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in the paragraph above.
10. Coordinate and assist Town with closeout activities as required by the local, state, and federal environmental permits.
11. Preparation of construction record drawings, including two hardcopies and one Adobe PDF electronic version.

Budget

ENVIRONMENTAL PARTNERS proposes to perform the indicated Scope of Services for all tasks previously described for a not-to-exceed fee of One Million Four Hundred and Thirty-Six Thousand Dollars (\$1,436,000). Compensation shall be based upon time and expenses. Expenses shall be invoiced with a 10% markup. ENVIRONMENTAL PARTNERS labor billing rates for fiscal year 2022 are attached to this proposal. A breakdown of the fee by tasks is presented in the table below.

Task Description	Task Budget	EP Labor	EP Sub-Consultants	Project Expenses
Task 1: Well 3 Replacement Well and	\$ 150,000	\$32,000	\$115,000	\$3,000
<ul style="list-style-type: none"> • Installation of Replacement Well Screen and Casing • Development of new well • Drilling Oversight and Water Quality Testing • 48-Hour Pump Test • DEP Pump Test Report 				
Task 2: Construction Contract Administration	\$ 768,000	\$665,000	\$97,500	\$5,500
<ul style="list-style-type: none"> • 78 Week Duration • Architectural, Structural and Mechanical-Electrical-Plumbing Subconsultants • Submittals/Shop Drawings • Construction Meetings • Payment Requisitions • Claims/Change Orders • DEP/OPM coordination • Average weekly hours: 50 				
Task 3: Resident Engineering	\$ 442,000	\$422,000	\$0	\$20,000
<ul style="list-style-type: none"> • 78 week duration • 45 hours per week 				
Task 4: Project Closeout/Startup Activities	\$ 76,000	\$74,600	\$0	\$1,400
<ul style="list-style-type: none"> • Start-Up, Testing and Commissioning • Record Drawings • O&M Manual • Contract Closeout • Post-Commissioning Support 				
Total	\$ 1,436,000	\$1,193,600	\$212,500	29,900

The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The not-to-exceed amounts indicated for this proposal will not be exceeded without formal written amendment to the agreement between the Town and ENVIRONMENTAL PARTNERS.

The proposed fee and effort is based upon our best faith effort to fully understand the needs of this scope of services. If the scope of services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Town and ENVIRONMENTAL PARTNERS.

ENVIRONMENTAL PARTNERS shall advise the Town when the expenditures for this scope of services are approaching 75% of the not-to-exceed amount.

Acceptance

If this proposal is acceptable to you, we can coordinate with you for a standard contract to be provided for ENVIRONMENTAL PARTNERS to execute. We can proceed with this project upon receipt of a formal Notice to Proceed.

We look forward to continuing our work with you on this important project. Please feel free to contact me at (617) 657-0276 or pcm@envpartners.com with any questions or concerns.

Sincerely,



ENVIRONMENTAL PARTNERS Group, Inc.

Paul C. Millett, PE
Senior Principal
P: 617.657.0276
E: pcm@envpartners.com



Eric A. Kelley, PE, CHMM, LEED GA
Project Manager and Associate
P: 617.657.0282
E: eak@envpartners.com

Cc: William Harvey, Medfield Board of Water & Sewerage
Dave Patangia, PE, ENVIRONMENTAL PARTNERS



Environmental Partners Group, Inc. Standard Billing Rates

Effective until June 30, 2022

CATEGORY	HOURLY RATE
Principal	\$230
Senior Project Manager	\$225
Project Manager	\$215
Senior Project Engineer	
Senior Project Scientist	\$190
Hydrogeologist GIS Specialist	
Project Engineer	
Scientist	\$165
GIS Specialist	
Engineer	\$142
Hydrogeologist	\$132
Scientist	
GIS Technician	\$122
Field Engineer	
Technician	\$110
Resident Project Representative	\$105
Clerical	\$120
	\$85

Biszko Building Systems, Inc.

20 Development St.
Fall River, MA 02721
P: (508) 679-0518
F: (508) 679-9144

July 8, 2021

Environmental Partners Group
18 Commerce Way STE 2000
Woburn MA 01801

Attention: Eric Kelley, P.E.

Regarding: Wells 3 & 4 Water Treatment Plant Contract DPW-2021-05

Dear Mr. Kelley,

Please find enclosed 5 original signed sets of contract documents for the above mentioned project.

Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully,



Jessica Pimental
Executive Assistant

MEMORANDUM

Date: June 29, 2021

To Biszko Building Systems, Inc.
20 Development Street
Fall River, MA 02721

From Eric Kelley, P.E., Principal, Environmental Partners

CC Maurice Goulet, Director of Public Works, Town of Medfield
Renee Lanza, P.E., Project Manager, Woodard & Curran

Subject **Notice of Award**
Wells 3 & 4 Water Treatment Plant
Contract DPW-2021-05

On behalf of the Medfield Department of Public Works, we are pleased to inform you that your Bid for the Wells 3 & 4 Water Treatment Plant, Contract DPW-2021-05, dated April 28, 2021 in the Base Bid plus Alternate A-1 amount of \$8,279,142.99, has been accepted as the lowest responsible and eligible bidder. Please find enclosed the Notice of Award signed by the Town Administrator to your attention. Please sign the Acceptance of Notice on page 00550-2 and return to me as soon as possible. In addition, please find enclosed copies of the following:

- Agreement (Section 00500)
- Performance Bond (Section 00610)
- Payment Bond (Section 00620)

Five original sets of these documents, as well as insurance certificates naming the Town of Medfield and Environmental Partners Group, Inc. as an additional insured as per Article 6 of the Supplementary Conditions (Section 00800) must be completed by you and returned to me within 10 days. Refer to pages 00800-6 through 00800-8 for the limits of liability for the insurance required. Please fill in the direct labor markup provision in Article 8.10 of the Agreement (page 00500-8). Do not date pages 00500-2, 00610-1 and 00620-1; the Town will enter the date when the Agreement is signed. Your failure to properly complete these forms within 10-days of the Notice of Award can be cause for rejection of your bid.

We look forward to working with you and completing this project for the Town of Medfield. If you have any questions or require additional information, please do not hesitate to call me at 617-657-0282.

NOTICE OF AWARD

TO: **Biszko Building Systems, Inc.**
20 Development Street
Fall River, MA 02721

DATE: **June 29, 2021**

PROJECT DESCRIPTION: Wells 3 & 4 Water Treatment Plant, Town of Medfield, Massachusetts

The Owner has considered the Bid submitted by you for the above described Work on **April 28, 2021**, in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Base Bid and Alternate Item A-1 has been accepted for Items totaling the amount of **Eight Million, Two Hundred Seventy-Nine Thousand, One Hundred Forty-Two Dollars, and Ninety-Nine Cents (\$8,279,142.99)**

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this **29th day of June 2021**.

**FOR THE TOWN OF
MEDFIELD, MASSACHUSETTS**

BY: 
TOWN ADMINISTRATOR

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged, this, the 21 day of June, 2021.

By: Kristine Tricracker

Title: Tom Administrator

AGREEMENT

SECTION 00500

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AGREEMENT

SECTION 00500

WELLS 3 & 4 WATER TREATMENT PLANT

MEDFIELD DEPARTMENT OF PUBLIC WORKS
MEDFIELD, MASSACHUSETTS

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021 by and between the Town of Medfield, acting by and through the Board of Selectmen, duly authorized therefore, who acts herein solely for the Medfield Department of Public Works and without personal liability to itself, (hereinafter called OWNER) and **Biszko Building Systems Inc.** (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.

The Work under this Contract includes, but is not necessarily limited to the construction of the Wells 3 & 4 Water Treatment Plant and modifications to Well Stations 3 and 4.

ARTICLE 2. ENGINEER

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, Massachusetts 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 Time of completion is set at 550 calendar days from and including issuance of a notice to proceed, and/or receipt of fully executed contract. Shutdown of Well 3 and the construction of the Water Treatment Plant shall be permitted for 500 calendar

days only. Work and tie-in of Well 4 shall be completed within 50 calendar days only following completion of the water treatment plant.

3.2 **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000) for work pertaining to work at Well 3 and the Water Treatment Plant and one thousand five hundred (\$1,500) for work pertaining to Well 4 for each day that expires after the time specified in paragraph 3.1 for Contract Completion until the work is complete.

ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid form herein referred to as Section 00301 BID FORM dated **April 28, 2021**. The total of the Bid Form accepted by the Owner is: **Eight Million, Two Hundred Seventy-Nine Thousand, One Hundred Forty-Two Dollars, and Ninety-Nine Cents (\$8,279,142.99)**

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. An adjustment of the unit price bid for an item in the proposal will only be considered if the actual quantity furnished and installed is greater than 25% above or below the estimated quantity. Said adjustment will only be applicable to that measured quantity which is 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.

5.2 **Progress Payments; Retainage.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the

schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.
- 5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.04 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.03 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground utilities and facilities) at or contiguous to the site or otherwise which

may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Form.
- 7.4 This Agreement.
- 7.5 Exhibits to this Agreement.
- 7.6 Performance, Payment, and other Bonds.
- 7.7 General Conditions EJCDC Document C-700, 2013 edition.
- 7.8 Supplemental Conditions.
- 7.9 Specifications as listed in table of contents thereof.

- 7.10 Drawings entitled "Wells 3 & 4 Water Treatment Plant, Town of Medfield, Massachusetts" dated March 2021.
- 7.11 Addenda numbers **1 to 6**, inclusive.
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 No officer or employee of the OWNER shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which she/he is directly or indirectly interested. No officer or employee of the OWNER shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR understands that any key personnel individually named to provide services under the Contract may become municipal employees subject to the provisions of M.G.L. c. 268A.
- 8.6 Discriminatory employment practices by contractors, subcontractors and suppliers of goods and services based on race, color, religion, national origin, ancestry, age or sex are prohibited. CONTRACTORs and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union,

association or brotherhood with which they have a collective bargaining or other agreement.

- 8.7 The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 4.2 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.5 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the (municipality). The contractor shall require similar reports from its subcontractors.
- 8.8 During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970"]

8.9 The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws."

8.10 The agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be 48.43 percent (to be filled in by the Contractor).

8.11 Prior to execution of this Contract, the Contractor shall provide the documented direct labor mark

8.11 Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract.

8.12 The Contractor acknowledges to and for the benefit of the Town of Medfield, Massachusetts ("Purchaser") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly

known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

8.13 The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

IN WITNESS HEREOF, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

FOR THE TOWN BOARD OF SELECTMEN
MEDFIELD, MASSACHUSETTS

BY: _____
Michael T. Marcucci, Chair

Gustave H. Murby, Clerk

Osler L. Peterson, Member

Kristine Trierweiler, Town Administrator

APPROVED AS TO FORM

Mark G. Cerel, Town Counsel

CONTRACTOR

BY: _____

TITLE: Michael BISZKO III, President
Print or type name and title

TAX ID#:



(Social Security # or FEID #)

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Medfield, Massachusetts
Wells 3 & 4 WTP
134-2002

AGREEMENT
00500-12

AGREEMENT FOR SERVICES

Agreement made this _____ day of June, 2021 by and between the Town of Medfield, a duly-organized municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, MA acting by and through its Board of Selectmen (hereinafter: "Town") and Rhona Kerans, LICSW, with a principal place of business at _____ (hereinafter: "Contractor"):

1. Services. Contractor will provide clinical oversight and supervisory services to employees of Medfield Outreach, as determined by its Director.
2. Price. \$100/hour.
3. Term. 40 hours of work between July 1 and June 30, 2022.
4. Performance of Work. Performance of Work. If applicable, the Contractor shall furnish all equipment, staffing and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. Payment for Work. Contractor shall bill Town monthly and Town shall pay Contractor within thirty (30) days of its receipt of each bill.
6. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
7. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by LICSW performing clinical consulting, currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
8. Contractor's Personnel. The Contractor shall utilize only her employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of Professional liability and General Liability, each with a minimum of \$1,000,000 and, in case of General Liability, naming the Town of Medfield as an additional insured, as well as motor vehicle liability insurance with the same minimum coverage and Worker's Compensation Insurance (per Statute).

10. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

13. Termination.

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature

whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
15. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk Court, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative , private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. 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, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Rhona Kerans, LICSW

Approved as to Form: _____

Town of Medfield, by its Board of Selectmen

Town Attorney

I certify that an appropriation is available in the amount of the Contract.

Town Accountant

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
 C/O: American Professional Agency, Inc.
 95 Broadway, Amityville, NY 11701
 800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

RHONA KERANS
 59 MIDDLECOT ST
 BELMONT MA 02478

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER
 Location of Operations: N/A
 (If different than address listed above)

Claim History:

Retroactive date is 08/23/2016

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/LIABILITY	5605-0165	8/23/21	8/23/22	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$35,000.

This Certificate Issued to:

Name: RHONA KERANS
 59 MIDDLECOT ST
 Address: BELMONT MA 02478



Authorized Representative

Suggested FY2022 Goals

Goal: Civic Engagement

1. Develop Committee Handbook to reflect most current information on roles and responsibilities of committees and their members
 - A. Provide Educational resources to ensure compliance with applicable laws and regulations
 - B. Continue to improve the effectiveness of committees by ensuring they have updated Charter documents which include direction and purpose
 - C. Provide all committee chairs with Town of Medfield email to improve archival processes
2. Develop Summer Intern Program to be in place for Summer 2022

Goal: Inter/Intra Governmental Operations

3. Identify and advance opportunities for cooperation between Town departments, Medfield School Department, neighboring municipalities, and regional governments as ways to improve services and reduce costs.
 - A. Review feasibility of establishing regional operations with surrounding towns
 - B. Encourage communication and create cross-departmental teams to improve cooperation and coordination of services.

Goal: Grounds and Open Space Maintenance and Improvement Plan Proposal

4. Work with Town Boards and Departments, including DPW, Parks and Recreation, and Conservation to develop a grounds and open space maintenance plan
 - A. Update grounds and open space inventory
 - B. Identify responsibility for grounds and open space
 - C. Prepare maintenance plan for all identified locations

Goal: Long Term Financial Planning

5. Establish long term financial sustainability for the Town by adherence to approved financial policies regarding reserve levels, balanced budgets, and capital financing and financial forecasting.
 - A. Capital Budget recommendation for FY2023 to be made to the BOS before September 30, 2021
 - B. Update Financial Policy to include formalized test to measure compliance

C. Review current town budgets for “embedded capital”

Goal: Communications

6. Increase level of communication between the Board of Selectmen and Department Heads
 - A. Quarterly update reports to BOS from Police Chief, Fire Chief, and DPW Director, other departments as requested
 - B. Semi-annual updates Parks and Recreation, Council on Aging, Outreach
 - C. Website audit to remove old committees, archive outdated information, bring more current information front and center
7. Identify and improve website navigation to make it clearer to understand and easier to navigate
 - A. Create new “Welcome Section” on website with basic information for new residents to Medfield

Goal: Board of Selectmen Policy Updates

8. Continue to formalize the policies and procedures of the Board of Selectmen
 - A. Minimum: Car Wash Policy, Flag Policy, Municipal Building/Grounds Use policies to be presented to the Board of Selectmen for review
9. Recommend and update process for adoption of Personnel Policies

Goal: Labor Relations

10. Initiate and complete collective bargaining sessions prior to the expiration of the contract
 - A. Submission of a fair and reasonable offer to the collective bargaining unit will constitute meeting this goal

Memorandum

To: Board of Selectmen

From: James Brand, Affordable Housing Trust

Date: June 22, 2021

Re: Hinkley South Proposed "LIP" Local Initiative Project



At their duly posted meeting on June 21, 2021, the present members of the Medfield Affordable Housing Trust voted to support the project concept and recommend the Hinkley South Project to the Board of Selectmen for Local Initiative Program project review. The Trust found that the project meets Housing Production Plan goals of promoting smaller scale developments throughout Town, particularly meeting the needs of seniors.

The Board considered the following criteria in determining whether to support the proposal:

- 25% of the units (6) of the total 24 units will be affordable to seniors at 80 percent of AMI in perpetuity. As ownership units, this is an addition of six units to the Subsidized Housing Inventory.
- The creation of affordable senior ownership housing is an identified strategy in the 2016 Housing Production Plan
- The location has available sewer infrastructure and is adjacent to The CENTER at Medfield.
- The developer, Robert Borrelli, appears to have the organizational and financial capacity to carry out the project and to complete the LIP process.

The Affordable Housing Trust reviewed a conceptual site plan, elevations, and floor plans to ensure that design standards with respect to unit size, composition, and locations are met. Over several publicly posted meetings, the Trust heard from abutters and neighborhood residents with concerns regarding setbacks, buffering, wetlands, stormwater, and other quality of life concerns. While the Trust is supportive of the concept of the proposed development, we would defer to the ZBA process to analyze the technical impacts of the project. However, the Trust's vote is explicitly based on the understanding that the developer will, as new engineering information becomes available, assess ways to improve buffer zones if possible, and to provide adequate barriers between the neighborhood and this development vis-à-vis fences or plantings of the appropriate nature.

Thank you for further consideration of this project in relation to the recommendation of the Affordable Housing Trust.



BoS Copy 7/6/21

TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

KRISTINE TRIERWEILER
Town Administrator

July 6, 2021

Dear Resident,

On **Tuesday, July 13, 2021, at around 7:00 PM** (*official agenda forthcoming*) the Board of Selectmen will meet to determine the disposition of the property off Ice House known as "Hinkley South" for a multi-family home ownership housing development, for seniors. As you know, the developer, Medfield Holdings LLC, is proposing a Chapter 40B project under the *Local Initiative Program* ("LIP") that includes a total of twenty-four (24) duplex units. Six (6) of the units will be sold as affordable units.

As an abutter to the project, the Selectmen invite you to attend the meeting where the plan will be discussed given the positive recommendation made by the Affordable Housing Trust at their June 10th meeting. The Trust's vote was explicitly based on the understanding that the developer will, as new engineering information becomes available, assess ways to improve buffer zones if possible, and to provide adequate barriers between the neighborhood and this development vis-à-vis fences or plantings of the appropriate nature.

This meeting will take place via Zoom and a clickable zoom link will be available on the Board of Selectmen's agenda on the Town's website at www.town.medfield.net at least 48 hours in advance of the scheduled meeting.

Join from a PC, Mac, iPad, iPhone or Android device:

Please use this URL to join.

[https://medfield-](https://medfield-net.zoom.us/j/81577342022?pwd=ZTV3VU1EMnRBOHJINGh6SS9wV3dvdz09)

Passcode: 060672

Or join by phone:

**US: +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592
or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782**

Webinar ID: 815 7734 2022

Passcode: 060672

In general, the authorization for a project to proceed as a Local Initiative Program project rests with the Board of Selectmen. If the LIP application is approved by the Board of Selectmen, it will be submitted to the Massachusetts Department of Housing and Community Development ("DHCD"). If DHCD approves the application, the developer will then submit a comprehensive permit under Chapter 40B to the Medfield Zoning Board of Appeals, which will then follow its established procedures for reviewing such permits.



TOWN OF MEDFIELD

Office of the
BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315
(508) 906-3011 (phone)
(508) 359-6182 (fax)

Board of Selectmen

Michael T. Marcucci, Chair
Gustave H. Murby, Clerk
Osler L. Peterson, Member

Kristine Trierweiler

Town Administrator

Nicholas Milano

Assistant Town Administrator

Appointment Policy for Town Boards and Committees

Appointment Policy

It shall be the policy of the Medfield Board of Selectmen to take the following steps when appointing citizen volunteers to boards and committees of the Town. The purpose of this policy is to encourage and broaden participation in Town government by qualified and interested residents.

New Appointments

1. Notice of vacancies shall be publicly posted for at least two weeks before any appointment is made. Notices shall be posted on the Town's website and social media accounts when a vacancy occurs on a board or committee. The notice, will state the general duties of the board or committee along with a statement of desired qualifications. The Board of Selectmen may also use other media outlets to distribute said notices of vacancies.
2. Letters of interest will be submitted to the Town Administrator's Office.
3. The Town Administrator may forward letters of interest to the chairperson or remaining members of the applicable board or committee for their review and screening. Applicable board or committee may ask citizen volunteer to attend a meeting.
4. If this is a newly created board or committee or an individual appointment (Field and Fence Viewer), the Board of Selectmen will review letters of interest.

5. The Board of Selectmen may interview in open meeting the recommended candidates for boards or committees.
6. Members of the applicable board or committee, the public, and any others that the Board of Selectmen wishes to include may attend the interviews and ask questions as permitted by the Chair.
7. A decision regarding the appointment will generally be made by the next regularly scheduled meeting of the Board of Selectmen. Voting members of committees must be citizens of Medfield, unless a special designation is granted by the Board of Selectmen.
8. Applicants not chosen for the board or committee will be sent a letter thanking them for their interest.
9. Retiring board members will be sent letters thanking them for his/her service.
10. Existing committees may suggest new members for their committees, subject to the procedures of this policy.
11. By majority vote of the Board of Selectmen, exceptions may be made to this policy depending on the nature of the committee or position, the number of qualifications of applicants for the positon in question, or the urgency.

Reappointments

1. The BOS will solicit feedback from the board/committee chair to determine if a board committee member wishes to be reappointed upon their term expiring.
2. The Board of Selectmen, at its discretion, may elect not to reappoint a member with an expiring term or may request that the member reapply for reappointment, in which case that member will be treated as a new appointment and shall be interviewed in open meeting with the other recommended candidates for the position.

Medfield Boards and Committees					
	Name	Questionnaire Complete?	Recommended Action	Term	Current Term Expires
Bay Colony Rail Trail Advisory Committee		Yes			
	Christian Donner		Reappoint	1 year	2021
	Paula Crear		Reappoint	1 year	2021
	Graham Plonski		Reappoint	1 year	2021
	Robert Horgan		Reappoint	1 year	2021
	Erik Holm		Reappoint	1 year	2021
Board of Health		No			
	Carol Read		Reappoint	3 years	2021
	Holly Rand				2023
	Steve Resch				2022
	Melissa Coughlin				2023
	Kathy Thompson				2023
	Meenakshi Chivukula, Associate		Reappoint	1 year	2021
	Jeff Kane, Associate		Reappoint	1 year	2021
Capital Budget Committee		No	August 3, 2021		
	Michael Marcucci				2021
	Sharon Tatro				2021
	Nassar Ismail				2021
	Megan Sullivan				2021
	Joy Ricciuto				2021
	Michael LaFrancesca				2021
	Amy Collaran				2021
	Kristine Trierweiler				2021
Collective Bargaining Committee		No			
	Chief Michelle Guerette		Reappoint	1 year	2021
	Michael Marcucci		Reappoint	1 year	2021
	Chief William Carrico		Reappoint	1 year	2021
	Michael Pastore		Reappoint	1 year	2021
	Kristine Trierweiler		Reappoint	1 year	2021
	Mark Fisher		Appoint	1 year	
	Kathy VandenBoom		Appoint	1 year	
Committee to Study Memorials		No	August 3, 2021		
	Jane Lomax				2021
	David F. Temple				2021
	Tom Sweeney				2021
	Michelle Doucette				2021
Community Choice Aggregation Committee		N/A			
	Megan Sullivan		Appoint	1 year	
	Robert Winograd		Appoint	1 year	
	Nicholas Milano		Appoint	1 year	
	Vacant				
	Vacant				

Medfield Boards and Committees					
	Name	Questionnaire Complete?	Recommended Action	Term	Current Term Expires
Community Gardens Committee		No			
	Neal Sanders				2022
	Betty Sanders				2022
Elderly Taxation Aid Committee			Dissolve Committee		
Board of Selectmen	Georgia Colivas				2021
	Kristine Trierweiler				2021
	Yvonne Remillard				2021
	Roberta Lynch				2021
Kingsbury Pond Committee		No	August 3, 2021		
	Richard Judge				2021
	Ann Krawec				2021
	George Dealy				2021
	Garrett Graham				2021
	Greg Testa				2021
	Michael Thompson				2021
	Sharon Judge				2021
	Paul Trumbo				2021
	Kristine Trierweiler, Ex Officio				
Medfield Animal Control Study Committee		No	Dissolve Committee		
	John Thompson				2019
	Robert LaPlante				2019
	Jennifer Cronin				2019
	Kevin Ryder				2019
	Carol Mayer				2019
	Ryan Thomas				2019
Medfield Emergency Management Planning Committee		No			
	Chief William Carrico		Reappoint	1 year	2021
	Chief Michelle Guerette		Reappoint	1 year	2021
	Maurice Goulet		Reappoint	1 year	2021
	Dr. Jeffrey Marsden		Reappoint	1 year	2021
	Roberta Lynch		Reappoint	1 year	2021
	Kristine Trierweiler		Reappoint	1 year	2021
	Amy Colleran		Reappoint	1 year	2021
	Jeremy Marsette		Appoint	1 year	
	Andrew Kelleher		Appoint	1 year	
	BOH Member				

Medfield Boards and Committees					
	Name	Questionnaire Complete?	Recommended Action	Term	Current Term Expires
Medfield Energy Committee		No	August 3, 2021		
	Cynthia Greene				2021
	David Temple				2021
	Penni Conner				2022
	Fred Davis				2023
	Hildrun Passas				2023
	Paul Fechtelkotter				2023
	Robert Winograd				2023
	Jim Nail				2023
	David Stephenson				2023
	Alec Stevens				2023
	Patricia Pembroke				2023
	Megan Sullivan				2023
	Amy Colleran, <i>Ex Officio</i>				
	Kristine Trierweiler, <i>Ex Officio</i>				
	Osler P. Peterson, <i>Ex Officio</i>				
Medfield State Hospital Buildings and Grounds Committee		No			
	John Thompson		Reappoint	1 year	2021
	Chief Michelle Guerette		Reappoint	1 year	2021
	Chief William Carrico		Reappoint	1 year	2021
	Pual Hinkley		Reappoint	1 year	2021
	Maurice Goulet		Reappoint	1 year	2021
	Kristine Trierweiler		Reappoint	1 year	2021
	Robert Meaney		Reappoint	1 year	2021
Medfield State Hospital Development Committee		No	August 3, 2021		
	Todd Trehubenko				2021
	Johnny Martinez				2021
	Patrick Casey				2021
	Randy Karg				2021
	Mike Metzler				2021
	Gus Murby				2021
	Chris McMahon				2021
	Nicholas Milano, <i>Ex Officio</i>				
Medfield State Hospital Environmental Review Committee		No	Dissolve Committee		
	Deborah Bero				2021
	Ralph Tella				2021
	John Thompson				2021
Medfield State Hospital Master Planning Committee		No	Dissolve Committee		
	Gil Rodgers				2020
	Teresa James				2020
	Randal Karg				2020
	Patrick Casey				2020
	Brandie Erb				2020

Medfield Boards and Committees					
	Name	Questionnaire Complete?	Recommended Action	Term	Current Term Expires
Medfield State Hospital Mediation Committee		No			
	John Thompson		Reappoint	1 year	2021
	Ann Thompson		Reappoint	1 year	2021
	William Massaro		Reappoint	1 year	2021
					2021
Medfield State Hospital Negotiating Committee		No			
	John Harney		Reappoint	1 year	2021
	William Massaro		Reappoint	1 year	2021
	Osler Peterson		Reappoint	1 year	2021
Medfield Outreach Advisory Committee		Yes			
	Molly Frankel		Reappoint	1 year	2021
	Kathleen Cahill		Reappoint	1 year	2021
	Michelle Manganello		Reappoint	1 year	2021
	Liz Sandeman		Reappoint	1 year	2021
	Kathleen Thompson		Reappoint	1 year	2021
	Katherine Waters, Associate		Appoint	1 year	
Medfield Wildlife Committee		No	August 3, 2021		
	Frank Perry			1 year	2021
	John Newell			1 year	2021
Memorial Day Committee		No	August 3, 2021		
	Lorrie Guindon				2021
	Chief Michelle Guerette				2021
	Chief William Carrico				2021
	Ann B. Thompson				2021
	Gustave Murby				2021
	Michelle Doucette				2021
	Ronald C. Griffin				2021
	Evelyn Clarke				2021
	Jerry Kazanjian				2021
	Frank Iafolla				2021
Open Space and Recreation Committee		No	Dissolve Committee		
	Robert Aigler				2021
	Jonathan Hinrichs				2021
	Eric O'Brien, Associate				2021
	Michael Perloff, Associate				2021
	Mel Seibold, Associate				2021
Safety Committee		Yes			
	Chief Michelle Guerette		Reappoint	1 year	2021
	Maurice Goulet		Reappoint	1 year	2021
	Kristine Trierweiler		Reappoint	1 year	2021
	Steve Caskey		Reappoint	1 year	2021

Medfield Boards and Committees					
	Name	Questionnaire Complete?	Recommended Action	Term	Current Term Expires
Town Bylaws Review Committee		No	Review goals and composition		
	Cynthia Greene				2020
	Russell Hallisey				2020
	Neal O'Connor				2020
	John McNicholas				2020
Town Wide Master Planning Committee		No	August 3, 2021		
	Teresa James				2021
	Jessica Reilly				2021
	Mary McCarthy				2021
	Tom Erb				2021
	Roberta Lynch				2021
	Kevin Ryder				2021
	William Harvey				2021
	Michael Pastore				2021
	Jay Duncan, Chairman				2021
	Jerry Potts				2021
	Philip Stashenko				2021
	Laurel Scotti				2021
	Sean Kay				2021
	Cynthia Greene				2021
	Matt Triest				2021
	Osler L. Peterson				2021
Transfer Station and Recycling Committee		Yes			
	Nancy Irwin		Reappoint	1 year	2021
	Barbara Meyer		Reappoint	1 year	2021
	Andrea Costello		Reappoint	1 year	2021
	Cheryl Dunlea		Reappoint	1 year	2021
	Megan Sullivan		Reappoint	1 year	2021
	Annette Wells		Reappoint	1 year	2021
	Jacqueline Alford		Reappoint	1 year	2021
	Chris Carlin		Reappoint	1 year	2021
	Kimberly Schubert		Reappoint	1 year	2021
	Maurice Goulet, <i>Ex Officio</i>				
	Robert Kennedy, <i>Ex Officio</i>				
	Kristine Trierweiler, <i>Ex Officio</i>				
Wireless Communications Study Committee			Dissolve Committee		
	David Maxson			1 year	2021
	Kristine Trierweiler			1 year	2021

Medfield Boards and Committees				
Created by MGL / Town Bylaw / Charter				
	Name	Recommended Action	Term	Current Term Expires (Year)
Conservation Commission				
	Catherine Scott	Appoint	Complete Rob Aigler's term which expires June 30, 2022	
	Robert Kennedy, Jr.	Reappoint	3 years	2021
	George Darrell	Reappoint	3 years	2021
	Mary McCarthy			2022
	Deborah Bero			2023
	Michael Perloff			2023
	Kirsten Poler			2023
Historical Commission				
	Seth Meehan, Co-Chair	Reappoint	3 years	2021
	Maria Baler			2022
	Joe Opiela			2022
	Kirsten Poler			2022
	David Temple, Co-Chair			2023
	Doug Whitla			2024
	Peter Fletcher			2024
Permanent Planning and Building Committee				
	Timothy Bonfatti			2022
	Thomas Erb			2023
	Michael Quinlan	Reappoint	3 years	2021
	Walter Kincaid			2023
	Mike Weber	Reappoint	3 years	2021
	Kristine Trierweiler, <i>Ex Officio</i>			
	Amy Colleran, <i>Ex Officio</i>			
	Bob Sliney, Warrant Committee Member, <i>Ex Officio</i>			
OPEB Trust Fund				
	Georgia Colivas	Reappoint	1 year	2021
	Michael Pastore	Reappoint	1 year	2021
	Gustave Murby	Reappoint	1 year	2021
	Joy Ricciuto	Reappoint	1 year	2021
	Kristine Trierweiler	Reappoint	1 year	2021



Form Center



By [signing in or creating an account](#), some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.

The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

Contact Information

First Name*

Last Name*

Email

Name of Board / Committee / Commission

Chair

List of Members***Charter**

Insert Charter text here or upload a document below.

Upload Charter Here No file chosen**Dates of Meetings Held**

Please list dates of meetings held since July 1, 2021. Chairs are asked to ensure that all minutes are posted to the Town's website in accordance with the Open Meeting Law. Meeting dates can be found on the Town website here: <https://www.town.medfield.net/AgendaCenter>

Status towards the Committee's Goals

Significant Issues Anticipated in the Coming Fiscal Year (if any)**Should this committee continue to exist?**

If yes, please identify key goals for Fiscal Year 2022 and include draft charter for next year if any changes are necessary.

List Members for Reappointment**Committee Composition**

Should the Committee's size or composition be changed? If so, has the committee sought new members?

New Members

Does the committee wish to recommend new members for appointment? If yes, please have interested candidates, submit a letter of interest to Town Administrator Kristine Trierweiler at ktrierweiler@medfield.net

Key Committee Accomplishments in past year**Requested budget for the coming fiscal year.**

Please include any capital requests that should be submitted to the Capital Budget Committee.

Meeting with the Board of Selectmen

Does your committee wish to meet with the Board of Selectmen to discuss your committee's plans for the upcoming year? If yes, please briefly describe the topics of the scope of the discussion you would like to have

Receive an email copy of this form.

Email address

This field is not part of the form submission.

* indicates a required field

Community Choice Aggregation Committee

Draft Charter

The May 2021 Town Meeting authorized the development of a Community Choice Aggregation plan for the Town. Community Choice Aggregation will enable the Town to procure electricity on behalf of its residents and businesses at a competitive price with renewable energy content of choice (seeking to lower the town's carbon footprint). This Committee will select a broker and then work with the broker to design an aggregation plan for Medfield, seek regulatory approval, choose a supplier, conduct community outreach and implement Community Choice Aggregation in Medfield. The Committee will regularly report to the Board of Selectmen and solicit the Board of Selectmen's feedback as it moves through the process.

Catherine Scott
47 Philip Street
Medfield, MA 02052

July 8, 2021

Dear Sir or Madam:

My name is Catherine “Cat” Scott, and I am a resident of Medfield seeking to serve on the Conservation Commission in Medfield. I have been serving as an Associate member of the Medfield Conservation Commission since December 2020 and am currently seeking to be promoted to a full member of the Commission pending Robert Aigler’s resignation.

By way of background, I am a practicing attorney and have a background in civil litigation and real estate work, which makes me well suited to serve on the Medfield Conservation Commission. I have lived in Medfield since January 2018 and have grown my family here. My husband, 2-year-old son Arlo and I love living in Medfield. I have learned a significant amount serving on the Commission to date and wish to continue as a full member.

I look forward to continuing to work with the Commission and hope to hear from you soon.

Best,

/s/ Catherine Scott

Catherine Scott

Andrew Kelleher
1 Summer Street
Medfield, MA 02052



July 9, 2021

Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

Ms. Trierweiler,

I am writing to you to express my interest in being considered for a volunteer citizen position on the Medfield Emergency Management Planning Committee. After growing up in Medfield, and then returning in 2012 to start and raise my family, I have always been proud of the town, its resources, and the people who make it all possible. Over the years, I have quietly paid attention to how the town has evolved into what it is today. I felt that, through my personal and professional experiences, this may be an opportunity for me to also contribute and give back to the town by serving on this committee.

I attended the Medfield school system, and graduated from Medfield High School in 2001. I earned a Bachelor's Degree from Fairfield University in 2005, and a Master's Degree from the University of Massachusetts Lowell in 2011. Since 2009, I have been employed as a Special Agent for the Department of Homeland, Homeland Security Investigations in the Boston Field Office. My duties in this position consist primarily of conducting criminal investigations, as well as collateral assignments such as large event security and dignitary protection.

I currently reside on Summer Street with my wife and two young children, where we plan to remain for many years to come. Thank you for your consideration for this position, and I look forward to the possibility of an opportunity to serve the town that has given me so much. If you have any questions, or any further information is needed, I can be reached by phone or email provided at the top of this letter.

Sincerely,

Andrew Kelleher

Andrew Kelleher



Nicholas Milano <nmilano@medfield.net>

Online Form Submittal: Annual Committee Questionnaire

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: kmcdonald@medfield.net
To: nmilano@medfield.net

Thu, Jul 1, 2021 at 3:06 PM

Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.
The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

Contact Information

First Name	Kathy
Last Name	McDonald
Email	kmcdonald@medfield.net
Name of Board / Committee / Commission	Medfield Outreach Advisory Board
Chair	Molly Frankel
List of Members	Molly Frankel, JD, Parent/Citizen, Board Chair (joined 8/18) sworn in by Marion Bonoldi 6/20 Kathleen Cahill, Accountant, Co-Coordinator of Medfield Helping Hands (approved 12/16) Michelle Manganello, Detective Medfield PD (approved 12/16) Liz Sandeman, RN, Parent/Volunteer (approved 12/16) Kathleen Thompson, MSN, School Nurse Leader, Medfield Public Schools (approved 12/16) Katherine Waters, Rising Senior at MHS, Associate Member, joined 1/21
Charter	<i>Field not completed.</i>
Upload Charter Here	_MO Advisory Board Charter 2021 (1).docx
Dates of Meetings Held	July 21, 2020 August 17, 2020 September 21, 2020 October 19, 2020 November 16, 2020 December 21, 2020 January 25, 2021 February 22, 2021 March 22, 2021 April 26, 2021

May 24, 2021

June 28, 2021 (minutes not posted to town website yet as they will need approval at next meeting 8/30/21)

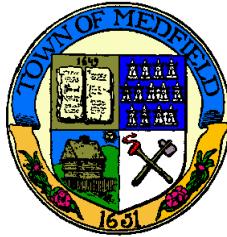
Status towards the Committee's Goals	<p>Goal 1: Support the expressed clinical needs of Medfield residents. Status: Ongoing</p> <p>Goal 2: Create and sustain programming that responds to community needs. Status: Ongoing</p> <p>Goal 3: Connect residents to needed financial resources. Status: Ongoing</p> <p>Goal 4: Form and maintain strong, collaborative connections with community partners to most effectively meet the needs of the community. Status: Ongoing</p> <p>Goal 5: Hire new Director for Medfield Outreach. Status: Goal met</p> <p>Goal 6: Expand upon the prevention services through two community coalitions, MCAP and MCSP. Status: Ongoing</p> <p>Goal 7: Maintain fiscal responsibility and management. Status: Ongoing</p>
Significant Issues Anticipated in the Coming Fiscal Year (if any)	Anticipated increase in mental health services are expected. Current trends within Massachusetts and nationally demonstrate a rise in the need of mental health services; the pandemic appears to have exacerbated the already rising need. The goal at Outreach will be to leverage collateral services as appropriate, and refer those clients out of Outreach for mental health services. The balance of clients will be provided treatment from Outreach clinicians as the level of need and skill set are compatible. The renewal of Interface Helpline contract will be essential in supporting this goal.
Should this committee continue to exist?	We request this Advisory Board continue to exist as the work at Outreach is ongoing in nature. Furthermore, given the clinical nature of our scope of work, the Advisory Board provides an extra level of oversight. The varied professional skill set of the board members further enriches the services offered to the community, and benefits the Outreach staff via the advisory relationship.
	<p>Goal 1: Support the expressed clinical needs of Medfield residents.</p> <p>Goal 2: Create and sustain programming that responds to community needs.</p> <p>Goal 3: Connect residents to needed financial resources.</p> <p>Goal 4: Form and maintain strong, collaborative connections with community partners to most effectively meet the needs of the community.</p> <p>Goal 5: Expand upon the prevention services through two community coalitions, MCAP and MCSP. Status: Ongoing</p> <p>Goal 6: Maintain fiscal responsibility and management.</p>
List Members for Reappointment	<p>All members are seeking re-appointment:</p> <p>Molly Frankel, Kathleen Cahill, Liz Sandeman, Michelle Manganello, Kathy Thompson</p>

Committee Composition	The Advisory Board is functioning well with it's five members and one junior, non-voting member. The Board has not sought new members.
New Members	Not currently
Key Committee Accomplishments in past year	<p>Outreach clinicians sought and achieved telehealth certification which allowed for ongoing service provision during the pandemic. Outreach staff successfully helped Medfield residents secure tens of thousands of dollars in aid which was essential for housing and food stability. Medfield Outreach partnered with COA and the Food Cupboard to distribute food to Medfield residents who were impacted financially by the pandemic.</p> <p>Medfield Outreach engaged in a name change and rebranded increasing visibility and widened the demographic served within Medfield. The key accomplishment for which Outreach is more proud, is the flexibility and responsiveness of the Outreach department that allowed for ongoing service provision in all aspects of our work during the pandemic.</p>
Requested budget for the coming fiscal year.	Level funded from FY2021 to FY 2022
Meeting with the Board of Selectmen	Not necessary but happy to oblige should the Select Board desire a meeting.

Email not displaying correctly? [View it in your browser.](#)

MEDFIELD OUTREACH

**459 Main Street
Medfield, MA 02052
508-359-7121
*medfieldoutreach@medfield.net***



Charter for Medfield Outreach Advisory Board

I. The Committee shall be called the 'Advisory Board.'

It is authorized by the Board of Selectmen and will serve to oversee the Medfield Outreach department. The Advisory Board will serve as an intermediary between Medfield Outreach staff and the Board of Health, of which MO is a program.

II. Purpose, Scope of Work and Benefit

The Advisory Board is created as a standing committee for the purpose of working with Medfield Outreach staff. The Board shall limit its activities to advising on matters that directly concern the department programs and advocacy efforts. The Board shall have no legal or financial responsibilities and is formed to give advice and recommendations to the staff. It cannot compel the staff to act on its recommendations or feedback.

The Advisory Board shall:

- be comprised of diverse skills and experiences
- provide staff members and Selectmen with objective opinions about the organization
- provide input, skills and knowledge towards specific projects

Specific scope of work of the Advisory Board may include the following:

- provide input on budget, marketing and trainings
- assess the impact of programs, projects and events
- serve as ad hoc on short-term events such as the Annual Town Meeting
- serve as an non-political advocate for the organization

Benefit as an Advisory Board Member:

The Advisory member can be a tremendous influence and complement to the effectiveness of the Medfield Outreach department as it works to carry out specific and complex roles. Other benefits include:

- Complement the skills of the staff members.
- Give back: Opportunity to share professional expertise, insights, and experiences to
- Develop emerging board leaders.
- Work with peers: Experience valuable networking opportunities.
- Engage in strategic dialogue and participate in robust discussions that will help shape the organization in the future and assist the organization in capitalizing and responding to trends.
- Sharpen leadership skills: Participate in advisory board work and sharpen leadership skills in a supportive environment with the goal to support the department and fill board positions that become available.

III. Exclusions

Decision Making

Advisory Board members shall have no power to make final decisions about the organization. They cannot outline rules for how the department operates, give employees instructions or directives.

Spokesperson

Advisory members shall not speak on behalf of the department without consent of staff. This includes speaking to the press or discussing confidential matters with employees, clients or vendors.

IV. Membership

Composition: The Advisory Board shall consist of least five members. Members will be approved by the Board of Selectmen. Board members will constitute a cross-section of the community, including the youth, parent, school, business, civic, and mental health sectors.

V. Organizational Structure

The Advisory Board shall appoint a Board Chair, who will serve as an exofficio representative to the Board.

VI. Procedural Rules

Meetings: The Advisory Board will meet on a monthly basis during the academic year, from September to June on the fourth Monday of the month. Written notices of upcoming meetings will be emailed to members in advance of a meeting and will be submitted for official posting to the Town Clerk. Meetings shall be held at the Medfield Outreach office or via Zoom.

Minutes: Minutes of each meeting will be kept. An electronic copy will be emailed to the board within three weeks after a meeting and posted on the town website.

Recommendations and Reports: Advisory Board recommendations and reports will be submitted in writing to the Board of Selectmen when applicable. Documents will include both suggested action and justification for suggestions.



Nicholas Milano <nmilano@medfield.net>

Online Form Submittal: Annual Committee Questionnaire

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: c@donners.com
To: nmilano@medfield.net

Thu, Jul 1, 2021 at 4:37 PM

Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.
The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

Contact Information

First Name Christian

Last Name Donner

Email 

Name of Board / Committee / Bay Colony Rail Trail Study Committee
Commission

Chair Christian Donner

List of Members Robert Horgan
Graham Plonski
Erik Holm

Charter The purpose of the Committee is to study the possibility of the formation of a rail trail on the unused rail line between Needham and Medfield.

Upload Charter Here *Field not completed.*

Dates of Meetings Held n/a

Status towards the
Committee's Goals Lease is signed, construction tentatively starting in the fall.

Significant Issues Anticipated
in the Coming Fiscal Year (if
any) n/a

Should this committee
continue to exist? yes
Continue acting as an official body for conducting business with
the town, requesting warrant articles, etc.

List Members for
Reappointment Robert Horgan
Graham Plonski
Erik Holm

Committee Composition	n/a
New Members	<i>Field not completed.</i>
Key Committee	n/a
Accomplishments in past year	
Requested budget for the coming fiscal year.	0
Meeting with the Board of Selectmen	not planned

[Quoted text hidden]



Nicholas Milano <nmilano@medfield.net>

Online Form Submittal: Annual Committee Questionnaire

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: mguerette@medfield.net
To: nmilano@medfield.net

Fri, Jul 9, 2021 at 11:13 AM

Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.
The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

Contact Information

First Name	Michelle
Last Name	Guerette
Email	mguerette@medfield.net
Name of Board / Committee / Commission	Safety Committee
Chair	Chief Michelle Guerette
List of Members	Kristine Trierweiler Maurice Goulet Steve Caskey
Charter	<i>Field not completed.</i>
Upload Charter Here	<i>Field not completed.</i>
Dates of Meetings Held	June 16, 2020
Status towards the Committee's Goals	Our goals of identifying potential safety concerns for residents, particularly those that pertain to traffic functions are met on a regular basis. Complaints/concerns are received and processed through email, in person, and via telephone. Meetings are scheduled in the event an emergency exists or once a sufficient number of agenda items are available for review.
Significant Issues Anticipated in the Coming Fiscal Year (if any)	West St at RT 27 are being reviewed for potential traffic flow changes due to the occurrence of MVA
Should this committee continue to exist?	This committee provides an opportunity for residents to make recommendations and have those recommendations discussed by a panel of Town officials and appointed citizens. This provides for a thorough review of options for resolution.

List Members for Reappointment	Chief Michelle Guerette Kristine Trierweiler Maurice Goulet Steve Caskey
Committee Composition	Members of the community work alongside of Town officials. This brings balance and perspective.
New Members	N/A
Key Committee Accomplishments in past year	<i>Field not completed.</i>
Requested budget for the coming fiscal year.	<i>Field not completed.</i>
Meeting with the Board of Selectmen	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



Nicholas Milano <nmilano@medfield.net>

Online Form Submittal: Annual Committee Questionnaire

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: n.nancyirwin@gmail.com
To: nmilano@medfield.net

Tue, Jul 6, 2021 at 1:51 PM

Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire. The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

Contact Information

First Name	Nancy
Last Name	Irwin
Email	[REDACTED]
Name of Board / Committee / Commission	TSARC
Chair	Alternating monthly; Nancy Irwin for 8/12 months this year
List of Members	Jackie Alford; Chris Carlin; Andy Costello; Cheryl Dunlea; Nancy Irwin; Barbara Meyer; Kim Schubert; Megan Sullivan; Annette Wells
Charter	See below.
Upload Charter Here	FDA86CCD-9AE5-466E-BDAC-C4A877A1E353.jpeg
Dates of Meetings Held	July 13, 2020; Sept. 14, 2020; Oct. 19,2020; Nov. 9,2020; Dec 14,2020; Jan. 11,2021; Feb. 8,2021; March 8, 2021; April 12,2021; May 10,2021; June 14,2021. All meetings held remotely via Zoom, facilitated by Nick Milano
	All meeting agendas posted and meetings were open to the public.
Status towards the Committee's Goals	We encouraged recycling during the Pandemic by offering alternatives to the SWAP: CurbAlerts weekly(except during winter); 12 Special Collections at SWAP Area, including Electronics(2), Styrofoam(1),Household Goods(2), Textiles (7). These collections offered MANY hours for teens to perform Community Service (and MANY teens did participate!).Additionally, in Monthly emails, we offered places to go to bring donations.

Significant Issues Anticipated in the Coming Fiscal Year (if any)	<p>Pandemic could STILL impact personal interactions.</p> <p>We would like more attendance at our TSARC Meetings from Administration.</p> <p>We would like a Kiosk set up for Mattress Recycling as it will soon be illegal to dump mattresses in trash.</p> <p>We would like Police presence at TS EACH day the TS is open, not just weekends. People are using our TS without proper sticker identification. </p>
Should this committee continue to exist?	<p>Yes! The Committee meets regularly and does a tremendous amount of work between meetings.</p> <p>We have ongoing projects relating to the TS, the Schools, Public Education, Monthly and Special Collections, interactions with other Medfield Groups; this year, we worked under Pandemic restrictions, but next year we hope to be MORE involved (in person) with Schools and the Public.</p>
List Members for Reappointment	All 9 listed above, please!
Committee Composition	We have sought new members and Chris Carlin joined us this past year. Donna Knott is interested in joining and as such, we would like to increase the size of the Committee from 9 to 11 or 13 or 15.
New Members	Donna Knott applying for admission. She has participated in our Monthly Textile and Household Goods Collections and has initiated a Hometown Weekly Recycling Tips Corner, and has submitted weekly articles. We highly recommend her appointment to TSARC.
Key Committee Accomplishments in past year	<p>Homeowner Pamphlet written and submitted to Realtors and New-N-Town for educating newcomers to all that Medfield offers.</p> <p>Sold 30+ Backyard Composters during Pandemic.</p> <p>Procured loan of trailer(container) from Maurice and contracted with CMRK to pick up Household Goods weekly that Townspeople may deposit, beginning June 30.</p> <p>Ran 12 Special Collections.</p> <p>Attended many Webinars relating to TSARC projects.</p>
Requested budget for the coming fiscal year.	We are requesting nothing. We apply for State Grants and work to obtain Recycling Dividends and have a Revolving Fund obtained from our many Textile Collections. In addition, Maurice Goulet funds many of our activities.
Meeting with the Board of Selectmen	We do not anticipate meeting with Board of Selectmen at this time. If Board of Selectmen wishes to meet with us, we are more than happy to do so.

[Quoted text hidden]

TSARC Charter

The TSARC provides guidance, suggestions and assistance to the DPW so the DPW & Transfer Station staff and leadership can:

- Minimize trash incinerated and reduce costs to the Town
- Encourage the principles of reduce, reuse, repurpose & recycle
- Provide alternative disposal options as feasible (such as recycling, the swap area, donation drop-off bins, special collection days, etc.) which reduce trash amounts and provide a service to residents
- Educate residents to comply with the regulations of the state and town for recycling and disposal
- Promote waste-reducing and environmentally conscious behaviors to ensure quality of life for future Medfield generations

The TSARC is both an advisory and working committee to achieve these goals. In particular the TSARC helps with education and will initiate programs and outreach that

- Encourage the principles of reduce, reuse, repurpose & recycle
- Provide environmentally conscious alternatives to ensure quality of life for future Medfield generations

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006

amends M.G.L. Chapter 44 section 33B

amended per Municipal Modernization Act of 2016

(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee

Town of Medfield

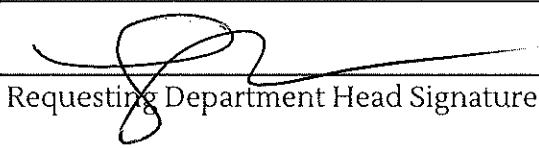
Request is hereby made for the following transfer in accordance with Chapter 77 of the A 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid app deficits.

Transfer from: 012921 - 510100 Acct Salaries
Account Number Account Name

Transfer to: 0121021-510100 Pol. Op Sal Ex
Account Number Account Name

Requested amount of transfer: 3797.73

Reason for request: Retirement - Sick payout to
Sgt. John Geary


Requesting Department Head Signature

Availability of funds:

Chief of Police 6/28/21
Title Date

Town Accountant Date

Approved _____ Disapproved _____

Signature for BOARD OF SELECTMEN

Number Present and Voting _____

Date _____

Approved _____ Disapproved _____

Signature for WARRANT COMMITTEE

Number Present and Voting _____

**Town of Medfield
Request for Proposals
Community Choice Aggregation – Energy Broker Services**

General Information

- A. The Town of Medfield is seeking proposals for Community Choice Aggregation – Energy Broker Services to assist the Town in understanding and implementing the requirements of M.G.L. ch. 164, sec. 134(a) relative to aggregation of the electricity bills of the Town’s electricity ratepayers
- B. Consistent with Massachusetts General Laws, energy broker services are exempt from procurement law. The Town has determined that in order to select the most advantageous proposal for a Community Choice Aggregation Energy Broker, comparative judgments of technical factors will be necessary. The Town will award the contract to the proposer deemed to be the most qualified.
- C. All proposals must be submitted no later than **11 am on Friday, August 6, 2021**. Proposals will be received in the Board of Selectmen’s office: Medfield Town House, 2nd Floor, 459 Main Street, Medfield, MA 02052. Proposals received after the submittal deadline will not be considered.
- D. All questions must be submitted in writing to Nicholas Milano at nmilano@medfield.net no later than 11 am on Wednesday, July 28, 2021. The Town will post responses to questions no later than 1 pm on Friday, July 30, 2021.
- E. Proposals must be submitted in a sealed envelope, marked “Community Choice Aggregation – Energy Broker Services”

An electronic copy of the Technical Proposal shall be submitted on a USB memory stick or equivalent. The USB memory stick shall be sealed in the same envelope along with the original and hard copy. The Town will not accept any proposals submitted by email, fax or other electronic means.

Any addenda must be acknowledged on the Technical Proposal form. The proposal must also contain signed Attachments B and C. Any questions or requested edits to the Town’s standard contract shall be submitted with the proposal. The Town reserves the right to reject any and all changes to its standard contract.

- F. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the Town has completed the evaluation of the submittals. A listing of proposers will be available online at: <https://www.town.medfield.net/1991/Community-Choice-Aggregation-Committee>.

- G. All costs associated with proposal preparation and submission are to be borne by the proposer. Under no circumstances will the Town bear any costs associated with preparation and submission of any proposal in response to this RFP.
- H. The Community Choice Aggregation Committee shall evaluate and rank responses based on the enclosed Comparative Evaluation Criteria. The Committee anticipates requiring interviews as part of the evaluation process, tentatively on Thursday, August 19.
- I. After proposals are evaluated, the Town will enter fee negotiations with the first-ranked Consultant. If unable to negotiate a contract with the first-ranked Consultant, the Town will then enter negotiations with the second-ranked Consultant and so on until a contract is successfully negotiated. The Community Choice Aggregation Committee shall make a recommendation of award to the Board of Selectmen. The Board of Selectmen are the contracting authority for this contract.

Scope of Services

The Community Choice Aggregation Energy Broker (the “Consultant”) will assist the Town in understanding and implementing the requirements of M.G.L. c. 164, sec. 134(a) relative to aggregation of the electricity bills of the Town’s electricity ratepayers.

The Consultant will assist the Town in preparing a municipal aggregation plan (the “Plan”) and in securing approval of the Plan by the Massachusetts Department of Public Utilities (DPU).

The Consultant will assist the Town in taking all necessary steps to involve ratepayers in development of the Plan, in educating ratepayers about the provisions of the Plan, and in allowing ratepayers to opt out of the Plan and to exercise their options pursuant to the Plan.

The Consultant will assure that any renewable energy purchased pursuant to the Plan consists of Class I renewable energy certificates under M.G.L. Ch. 25A, sec. 11F.

The Consultant will provide broker services for electricity procurement, advise the Town as to when to contract for electricity pursuant to the Plan, and will keep the Town advised on a regular basis, as required by the Town, as to performance pursuant to such contract.

The consultant will perform, at its expense, the customer enrollment, opt-out, transition process and manage and monitor the aggregation program, including ongoing customer support services for Medfield residents, businesses, and municipal officials. The consultant will provide public education regarding the Plan and the Aggregation Program, and prepare required filings and reports.

Technical Proposals

In order for a proposal be deemed responsive, the Consultant should provide the following with its technical proposal:

1. A complete list of municipal client references in Massachusetts with which it has had contracts within the last five years to act as consultant for the implementation of a municipal aggregation plan or provide comparable consulting services to a municipal aggregation program.

Proposers may substitute experience in comparable projects that involve providing services to municipalities, performing a public education program or arranging competitive supplies of electricity. The Town reserves the right to review such experience and to determine whether such experience satisfies the minimum requirements of the RFP. The Town reserves the right to conduct reference checks of clients not included on the submitted list.

2. A workplan describing how the consultant will deliver the services to be provided under this proposal, including a description of how the consultant will guide the Town in the development of an aggregation plan, the strategies used to educate consumers, to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries, and shifts in regulatory framework.
3. The location of the office from which the proposed services would be managed and resumes of key personnel, who would direct, oversee and provide service to the Town pursuant to the Plan.
4. Provide an example of a prior implementation plan which successfully (a) solicited renewable content for the aggregation supply, exceeding the state's requirement for Class 1 RECs; and (b) sustained contract pricing over the projected term of the aggregation arrangement. Include a discussion of the proposer's preferred approach to solicitation of aggregation supply to maximize renewable content on an economic basis.
5. Copies of the communication material (including a link to websites) used in three municipalities to educate ratepayers about municipal aggregation and of their rights and options under their city's/town's aggregation plan; and describe communication methods such as public meetings, social media, mailings, paid advertising, earned media, and other forms of outreach. Address the proposed availability and use of customer service representatives and an automated answering system during and outside of normal business hours.
6. Copies of sample reports to be sent to the Town on a regular basis to monitor and report on performance pursuant to the Plan.
7. Metrics it would use to evaluate the aggregation, e.g., money saved, if any, for ratepayers relative to basic service, percent of ratepayers who opted out of the aggregation, percent of ratepayers at different option levels.
8. A statement that the entity submitting the proposal is not owned or controlled by or affiliated with a competitive supplier of electricity that is doing business in Massachusetts.

9. Cover/transmittal sheet acknowledging any/all addenda.

Minimum Criteria

The proposal must meet each of the following minimum criteria in order to be considered for further evaluation:

1. The proposal must be deemed complete and responsive to all of the requirements of this RFP.
2. Proposers must be in the business of preparing and implementing municipal aggregation plans or procuring electricity supplies from competitive suppliers, with all necessary and appropriate registrations and licenses, and have at least three years' experience in such business with at least two municipalities or public entities. Proposers may substitute experience in comparable projects that involve providing services to municipalities, performing a public education program or arranging competitive supplies of electricity. The Town reserves the right to review such experience and to determine whether such experience satisfies the minimum requirements of the RFP.
3. Proposers must have an office in the Northeastern United States from which it would propose to manage the services.
4. The entity submitting the proposal must not be owned or controlled by or affiliated with a competitive supplier of electricity that is doing business in Massachusetts.

Comparative Evaluation Criteria

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria and shall be based on the technical proposal and the interviews. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); or Responsive (R) will be given to each of the following criteria for each respondent. A composite rating will then be determined.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response; provided, however, that on request the proposer shall provide such evidence as the Town may request to support that fact.

- 1. Demonstrated experience preparing and implementing municipal aggregation plans.**
HA—Demonstrates extensive and highly advantageous level of experience of the proposer and proposed personnel with successful procurement of competitive electricity supplies and with implementation of municipal aggregation plans in Massachusetts, New England or

nationally, and can demonstrate extensive familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities.

A— Demonstrates substantial experience with successful procurement of competitive electricity supplies and with implementation of municipal aggregation plans in Massachusetts, New England or nationally, and can demonstrate familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities.

R — Demonstrates some experience with successful procurement of competitive electricity supplies or with implementation of municipal aggregation plans in Massachusetts, New England or nationally, and can demonstrate some familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities

2. The overall quality of the applicant's customer service experience and materials

- a. Attractiveness, clarity, and comprehensiveness of the approach to resident consumer education and communication, including outreach during plan development
- b. Attractiveness and clarity of the approach to monitoring, reporting, and ongoing customer support and education

HA – Provides communication plans, customer service plans and approach for monitoring and reporting results to the Town with advantageous features, including a more effective and comprehensive communication plan, a better level of access to live customer support, and clearer and more comprehensive approach to program monitoring and reporting. The proposer's communications and educational materials are attractive, clear, and comprehensive.

A – Provides adequate communication plans, customer service plans and approach for monitoring and reporting results to the Town. The proposer demonstrates the ability to adequately manage customer relations and provide adequate customer support and education. The proposer's communications and educational materials are satisfactory in terms of attractiveness, clarity and comprehensiveness.

R – Provides a communication plan and a customer service plan, but does not demonstrate ability to exceed minimum standards for attractiveness, clarity, and comprehensiveness.

3. The overall quality of the technical proposal in terms of

- a. Attractiveness and clarity of the approach to preparing and securing approval of the Plan.
- b. Basis for securing an aggregation contract with an optimal balance of maximum renewable energy content and minimal cost to provide value to the broadest spectrum of residents.

HA -- Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP that provides advantageous features. Describes success of prior implementation plans and basis for securing an aggregation contract with an optimal balance of maximum renewable content and minimum cost with renewable content provided to the maximum extent possible from solar and wind projects in Massachusetts and New England and from renewable sources eligible for Massachusetts Class I RECs and located in New England (which will be preferred as compared to projects located in New York or elsewhere outside New England and selling RECs into the ISO-NE market).

A --- Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP. Describes success of prior implementation plans and basis for securing an aggregation contract with an optimal balance of maximum renewable content and minimum cost.

R — Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP, but does not suitably describe track record of success with prior implementation plans and aggregation contracts.

4. Reference Checks.

HA—All references were satisfied with the Proposer's performance on their municipal aggregation plans or comparable services.

A—1 reference was not satisfied with the Proposer's performance on its municipal aggregation plan or comparable services.

R—2 or more references were not satisfied with the Proposer's performance on their municipal aggregation plans or comparable services.

Technical Proposal Cover Sheet

Community Choice Aggregation - Energy Broker Services

The undersigned proposes to supply the services specified below in full accordance with the Contract Documents.

This proposal includes addenda numbers(s): _____, _____, _____, _____,

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: _____
(print name)

Signed: _____

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

Attachment A

Article 21 approved at the 2021 Medfield Annual Town Meeting

Article 21. To see if the Town will vote to authorize the Board of Selectmen to initiate the process of seeking to aggregate electrical load through a Community Choice Aggregation Program (CCA) and contract for Medfield residents as authorized by M.G.L. 164, Section 134, and through CCA, decrease greenhouse emissions for the Town's residents by pursuing a percentage of Class I designated renewable energy that is greater than that required by the Massachusetts Renewable Portfolio Standard (RPS); or do or act anything in relation thereto.

(Medfield Energy Committee)

PASSED UNAMIOUS: MOTION CARRIES 5/17/2021

Attachment B

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.

Signature of person submitting contract/bid

Date

Name of Business

Attachment C

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Social Security Number or
Federal Identification
Number*

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Attachment D

Town of Medfield Standard Contract

The awarded bidder will be required to complete and submit documents substantially similar in form to the following. These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

Town's standard contract to be attached



CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: MEDFIELD Project: ADA Self Evaluation

Project request was approved on 10/29/2020 for \$ 64,750.00

at 100% Reimbursement Rate = \$ 64,750.00

- 1) Attached are forms which document payment of approved expenditures totaling \$45,325.00 for which we are requesting \$45,235.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$45,235.00.
- 3) Is this request for a FINAL payment on this project? Yes No
- 4) Remarks:

CERTIFICATION

A. I hereby certify under the pains and penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

DPW DIRECTOR 7/13/2021
(Signed) (Municipal Highway Official - Title) (Date)

B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by

Signed

2

(Accounting Officer's Title)

TOWN ACCOUNTANT

DAT 7/13/2021
E

(Duly Authorized)



STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Medfield

PROJECT NAME: ADA Self Evaluation

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.

Signed under the penalty of perjury."

Supervisor / Foreman

Date

Town Accounting Approval

Date



IMPROVING COMMUNITIES TOGETHER

December 15, 2020

Project No: 20.07306.00

Invoice No: 1

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

Project 20.07306.00 MEDFIELD, MA ADA SERVICES
CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT

Professional Services from October 1, 2020 to November 27, 2020

Fee			
Total Fee	64,750.00		
Percent Complete	15.00	Total Earned	9,712.50
		Previous Fee Billing	0.00
		Current Fee Billing	9,712.50
		Total Fee	9,712.50
		TOTAL DUE THIS INVOICE ...	\$9,712.50

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact : Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By: _____

Date: 12/17/2020

ADOLFO SANCHEZ



IMPROVING COMMUNITIES TOGETHER

11214
330372

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

January 19, 2021
Project No: 20.07306.00
Invoice No: 2

Project 20.07306.00 MEDFIELD, MA ADA SERVICES
CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT
Professional Services from November 28, 2020 to January 1, 2021

Fee

Total Fee	64,750.00		
Percent Complete	30.00	Total Earned	19,425.00
		Previous Fee Billing	9,712.50
		Current Fee Billing	9,712.50
		Total Fee	9,712.50
		TOTAL DUE THIS INVOICE ...	\$9,712.50

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact : Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By:

Date: 01-24-2020

ADOLFO SANCHEZ



IMPROVING COMMUNITIES TOGETHER

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

February 8, 2021

Project No: 20.07306.00
Invoice No: 3

Project 20.07306.00 MEDFIELD, MA ADA SERVICES
CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT

Professional Services from January 2, 2021 to January 29, 2021

Fee

Total Fee	64,750.00		
Percent Complete	44.5344	Total Earned	28,836.00
		Previous Fee Billing	19,425.00
		Current Fee Billing	9,411.00
		Total Fee	9,411.00
		TOTAL DUE THIS INVOICE ...	\$9,411.00

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact : Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By: 

Date:

02-10-2021

ADOLFO SANCHEZ



IMPROVING COMMUNITIES TOGETHER

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

March 9, 2021

Project No: 20.07306.00

Invoice No: 4

Project 20.07306.00 MEDFIELD, MA ADA SERVICES
CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT
Professional Services from January 30, 2021 to February 26, 2021

Fee

Total Fee	64,750.00	
Percent Complete	55.00	Total Earned 35,612.50
		Previous Fee Billing 28,836.00
		Current Fee Billing 6,776.50
		Total Fee 6,776.50
		TOTAL DUE THIS INVOICE ... \$6,776.50

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact : Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By:



ADOLFO SANCHEZ

Date:

3-10-2021





IMPROVING COMMUNITIES TOGETHER

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

330312/520000

May 17, 2021
Project No: 20.07306.00
Invoice No: 5

Project 20.07306.00 MEDFIELD, MA ADA SERVICES
CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT

Professional Services from February 27, 2021 to April 30, 2021

Fee

Total Fee	64,750.00		
Percent Complete	65.00	Total Earned	42,087.50
		Previous Fee Billing	35,612.50
		Current Fee Billing	6,475.00
		Total Fee	6,475.00
		TOTAL DUE THIS INVOICE ...	\$6,475.00

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact: Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By: 

Date: 05/20/21

ADOLFO SANCHEZ



330372
520000

June 9, 2021
Project No: 20.07306.00
Invoice No: 6

TOWN OF MEDFIELD
MR. MAURICE GOULET
DIRECTOR OF PUBLIC WORKS
459 MAIN ST.
MEDFIELD, MA 02052

Project 20.07306.00 MEDFIELD, MA ADA SERVICES

CONTRACT # DPW 2020-04
ADA SELF EVALUATION, TRANSITION & SIDEWALK MASTER PLAN DEVELOPMENT

Professional Services from May 1, 2021 to May 28, 2021

Fee

Total Fee	64,750.00		
Percent Complete	70.00	Total Earned	45,325.00
		Previous Fee Billing	42,087.50
		Current Fee Billing	3,237.50
		Total Fee	3,237.50
		TOTAL DUE THIS INVOICE ...	\$3,237.50

Please Remit To:
BETA Group, Inc., P.O. Box 9, Albion, RI 02802-0009
Billing Contact : Stacy Wildanger
401-333-2382 Swildanger@beta-inc.com

Authorized By:

Date: 6/9/21

ADOLFO SANCHEZ



CHAPTER 90 - FINAL REPORT

updated 8/2012

CONTRACT # _____

City/Town Medfield Project Paving
 Location(s) High Street

Length	Feet	Width	Feet
Work was Started	<u>05/17/2021</u>	and Completed	<u>05/21/2021</u>
Work was Suspended	<u>/ /</u>	and Resumed	<u>/ /</u>
Done by: Force Account	<u>X</u>	Advertised Contract	Other _____

* REMARKS:

EXPENDITURES:	State Funds @ 100%	\$ 174,626.81
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	\$174,626.81

SCOPE OF WORK:

Resurfacing roadway with a bonded wearing course pavement.

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY		Signed:	
<i>Maurice Youlst</i>			
Highway Officer's Title DPW Director	Date 7/13/2021		
<i>Jay A Ricard</i>			
Accounting Officer's Title Town Accountant	Date 7/13/2021	Duly Authorized Municipal Officials Date	

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: MEDFIELD Project: High St Paving

Project request was approved on 5/17/2021 for \$ 175,000.00

at 100% Reimbursement Rate = \$ 175,000.00.

- 1) Attached are forms which document payment of approved expenditures totaling \$174,626.81 for which we are requesting \$ 174,626.81 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$174,626.81.
- 3) Is this request for a FINAL payment on this project? Yes No
- 4) Remarks:

CERTIFICATION

A. I hereby certify under the pains and penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.



(Signed) _____ DPW DIRECTOR _____ 7/13/2021 _____
(Municipal Highway Official - Title) _____ (Date) _____

B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledge as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____



(Accounting Officer's Title) _____

Signed _____
: _____

TOWN ACCOUNTANT

DAT 7/13/2021
E _____

_____ (Duly Authorized)



STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Medfield

PROJECT NAME: High Street Paving

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

MATERIALS for period beginning 17-May-21 and ending 21-May-21
both inclusive, on account of Contract No. _____ with MassDOT Highway Division,

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.

Signed under the penalty of perjury."

Wauwie Gould 7/8/2021
Supervisor / Foreman Date

Jyoti Bucillo
Town Accounting Approval



All States Construction, Inc.

All States Materials Group ®

370
PO Box 91
Sunderland, MA 01375
413-665-7021

This Invoice Was Prepared For You By:

Crystal McCormick
ar@asmg.com

To: **Town of Medfield MA**
55 North Meadows Road
Medfield, MA 02052

Invoice: 1111191

Date: 05/21/21

Payment Terms: Net 30

Invoice Due Date: 06/20/21

Pay Application No: 1

Contract: 210055- T/O Medfield, MA: Bonded Wearing Course

Customer: 51529

Item	Description	Current Quantity	UM	Unit Price	Current Total
121-24	Bit Concr Shim (Complete in Place)	12.370	TON	152.500	1,886.43
123-01	Paver Pl Surf Trtmt Type A	22,976.000	SY	7.050	161,980.80
123-99	Escalation	850.490	TON	2.210	1,879.58
153-01B	Police	0.000	HRS	0.000	0.00
156-01	Adjust Structures	24.000	EA	370.000	8,880.00
156-01C	Structures Rebuilt	0.000	VF	300.000	0.00
156-01V	Structure Remodel	0.000	EA	500.000	0.00
<hr/>					
Contract 210055- Billing Summary					
Total Billed:					174,626.81
Less Retainage:					0.00
Amount Due:					<u>\$174,626.81</u>

An Equal Opportunity Employer

Informational

June 30, 2021

78 Johnson Street
Framingham, MA 01701

To: Medfield Board of Selectmen
Medfield Conservation Commission

After twenty-eight years of service as Medfield's first Conservation Officer, I am ready to enter the next life phase – retirement. It has been very rewarding to ensure Medfield's wetlands and waterways remained in compliance with the Massachusetts Wetlands Protection Act and the Medfield Wetlands Bylaw.

As equally important is the protection of Medfield's open space. During my tenure, the Town acquired and dedicated several parcels such as Red Gate Farm to its list of protected open space. The Holmquist Farm Conservation Land on Plain Street was established as a permanent home for the Medfield community gardens. A pond management program was developed to protect the town's ponds for the public's enjoyment.

Finally, effective on June 30, 2021, I am retiring as the Conservation Officer for the Town of Medfield.

Peace,

Leslee A. Willitts



Cc: Kristine Trierweiler
✓David Henkels



25 June 2021

Medfield Conservation Commission
Town House
459 Main Street
Medfield, MA 02052

RE: Mass Coastal Railroad Company
2021 - 2025 Vegetation Management Plan

Dear Commission Members:

The Massachusetts Coastal Railroad Company's 2021 - 2025 Vegetation Management Plan (VMP) has been prepared and approved in accordance with the Massachusetts Rights-of-Way Management Regulations (333 CMR 11.00). The VMP may be viewed and downloaded at the following internet address:

<https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmps-yops-and-notices>

A hardcopy of the VMP will be promptly mailed to you, if requested. Please call TEC Associates with any questions about this VMP.

Very truly yours,
TEC ASSOCIATES

A handwritten signature in black ink, appearing to read "Thomas W. Lewis".

Thomas W. Lewis

Enclosure

cc: Board of Health
Board of Selectmen
DAR Rights-of-Way Program
Chris Podgurski, MCRR