



Board of Selectmen
Meeting Packet
February 1, 2022



Transformer License

Work Order #5496049

The undersigned, owners of the premises at 19 Elm Street, Medfield, Massachusetts, for consideration paid, grant to **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY**, its successors and assigns, the license and permission, from time to time as may be necessary to install, repair, renew and maintain a transformer, including, at the option of **EVERSOURCE ENERGY COMPANY** the replacement of said transformer with a transformer of different size and voltage, along with the necessary cables, conduits, wires, sustaining or protecting fixtures, and service connections attached thereto constituting a line for the transmission and distribution of electricity, in, upon, under, along and across said premises, and the right to enter upon said premises from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said line, the approximate location of said transformer and line being shown on the sketch attached hereto dated 11/6/2021

EXECUTED AS A SEALED INSTRUMENT this _____ day of _____, 2022

Install PMH 27779

Owner (Signature)

Owner (Printed Name)

POLE LICENSE

Work Order #5496049

The undersigned, owners of the premises at 19 Elm Street, Medfield, Massachusetts, for consideration paid, grant to NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY and Verizon New England, its successors and assigns hereinafter known as the Companies, the license and permission from time to time as may be necessary to construct, install, relocate, repair, renew and maintain poles, with the necessary wires, sustaining or protecting fixtures, including anchors and guys, and service and street lamp connections, including, at the option of said Companies, the replacement of said poles with poles of different sizes, along with the necessary equipment and connections attached thereto constituting a line for the distribution of electricity and intelligence for control and metering purposes, in, upon, under, along and across said premises, and the right to enter upon said premises from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said line, the approximate location of said poles and line being shown on the sketch attached hereto dated 11/6/2021.

Relocate existing pole 8/39-14-1

EXECUTED AS A SEALED INSTRUMENT this _____ day of _____, 2022

Owner (signature)

Owner (printed name)

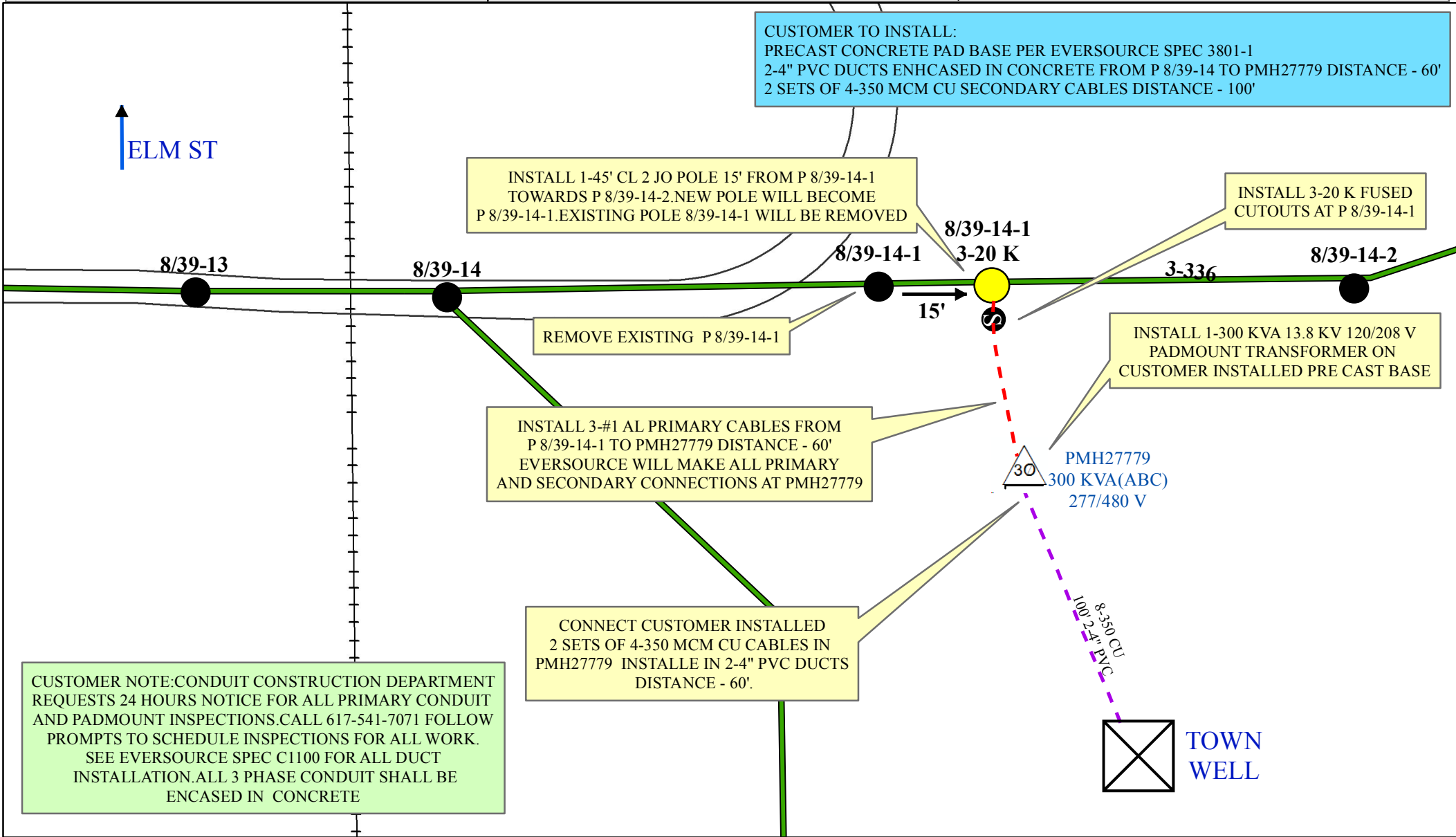
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By _____

VERIZON NEW ENGLAND

By _____

Service Address: 19 ELM ST	City: MEDFIELD	Page Number: 1 of 1 Pages	Auth. No.	Work Order Number: 5496049
Customer's Name/Title: TOWN OF MEDFIELD WATER TREATMENT		Prepared by: K. KENNEDY	Date: 11/6/2021	
Sales Representative: RACHAEL ROTMAN	Circuit Number: 146-H4		TLM:	
Electrician: WATERMARK ELECTRIC	Secondary Sheet Number:			
Switch Size: 600 AMP				





TOWN OF MEDFIELD

Office of the

INSPECTION DEPARTMENT

Phone (508) 906-3005

Fax (508) 359-4335

Rev. 12/2/14

Plumbing & Gas Permit Fees

Plumbing/Gas Inspector will advise on fee if review of permit is needed to complete house or for any other special circumstances.

PLUMBING:

<u>RESIDENTIAL:</u>	Permit with one fixture	\$ 60.00
	Each additional fixture	5.00
	Re-inspection	75.00
	Electric water heater	60.00
	Combination permit for gas fired water heater	(\$30.00 for plumbing permit & \$30.00 for gas permit)
<u>COMMERCIAL:</u>	Permit with one fixture	\$100.00
	Each additional fixture	10.00
	Re-inspection	75.00
	Electric Water Heater	100.00
	(Hot water tank)	
	Combination permit for gas fired water heater	(\$50.00 for plumbing permit & \$50.00 for gas permit)

* Separate permit required for each dwelling unit, or commercial or industrial unit.

GASFITTING:

<u>RESIDENTIAL:</u>	Permit with one fixture	\$ 60.00
	Each additional fixture	5.00
	Re-inspection	75.00
	Combination permit for gas fired water heater	(\$30.00 for gas permit & \$30.00 for plumbing permit)
<u>COMMERCIAL:</u>	Permit with one fixture	\$100.00
	Each additional fixture	10.00
	Re-inspection	75.00
	Combination permit for gas fired water heater	(\$50.00 for plumbing permit & \$50.00 for gas permit)

* Separate permit required for each dwelling unit, or commercial or industrial unit.

* All applications are to be completed by plumber/gasfitter, and must be submitted with License(s), Insurance Certificate and Massachusetts Workers' Compensation Insurance Affidavit.



TOWN OF MEDFIELD

Office of the

INSPECTION DEPARTMENT

Phone (508) 906-3005

Fax (508) 359-4335

PROPOSED 1/28/22

Plumbing & Gas Permit Fees

Plumbing/Gas Inspector will advise on fee if review of permit is needed to complete a house or for any other special circumstances.

PLUMBING:

<u>RESIDENTIAL:</u>	Permit with one fixture	\$ 80.00
	Each additional fixture	\$ 10.00
	Re-inspection	\$ 75.00
	Electric water heater	\$ 80.00
	Combination permit for gas fired water heater	(\$40.00 for plumbing permit & \$40.00 for gas permit)
<u>COMMERCIAL:</u>	Permit with one fixture	\$100.00
	Each additional fixture	\$ 10.00
	Re-inspection	\$ 75.00
	Electric Water Heater (Hot water tank)	\$100.00
	Combination permit for gas fired water heater	(\$50.00 for plumbing permit & \$50.00 for gas permit)

* Separate permit required for each dwelling unit, or commercial or industrial unit.

GASFITTING:

<u>RESIDENTIAL:</u>	Permit with one fixture	\$ 80.00
	Each additional fixture	\$ 10.00
	Re-inspection	\$ 75.00
	Combination permit for gas fired water heater	(\$40.00 for gas permit & \$40.00 for plumbing permit)
<u>COMMERCIAL:</u>	Permit with one fixture	\$100.00
	Each additional fixture	\$ 10.00
	Re-inspection	\$ 75.00
	Combination permit for gas fired water heater	(\$50.00 for plumbing permit & \$50.00 for gas permit)

* Separate permit required for each dwelling unit, or commercial or industrial unit.

* All applications are to be completed by plumber/gasfitter, and must be submitted with License(s), Insurance Certificate and Massachusetts Workers' Compensation Insurance Affidavit.



TOWN OF MEDFIELD, MASSACHUSETTS

Agreement of Consulting Engineering Services

Re: Engineering of a 200kWac Roof-Mounted Solar Electric System on the DPW Town Garage

CONTRACT # Medfield 2022-02

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of February, 2022 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 Solar Design Associates, Inc., of 280 Ayer Road, Harvard, MA 01451 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town requested a proposal for consulting engineering services in connection with the engineering of a 200kWac roof-mounted solar electric system on the DPW Town Garage located at 55 North Meadows Road, Medfield, MA 02052 hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the consulting 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 Town: January 4, 2022 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 **\$45,150.00** 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 consulting engineering services for roof-mounted solar electric systems 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 solar electric systems, roof-mounted solar electric systems, and incentive programs for solar electric systems.
9. Contractor's Personnel: The Contractor's employees and Contractor's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Contractor 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 Contractor 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 Contractor shall notify the Town should coverage become unavailable during that period. The Contractor shall obtain and provide a certificate of insurance for each consultant employed or engaged by the Contractor, evidencing the existence of the same type of policy and coverage. The Contractor shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Contractor shall also obtain and maintain in force worker compensation, as required by law
11. Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Contractor 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.
12. 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.
13. 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
14. 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.
15. 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.
16. 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.

17. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Solar Design Associates, Inc. Box 242, Harvard, MA 01451 or such other address as Contractor 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 Contractor under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Town of Medfield, Attn: Town Administrator, Medfield Town House, 459 Main Street, Medfield, MA 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.

18. 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.

19. 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.
20. 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

Proposal To:

Nicholas Milano, Assistant Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

To Provide: Solar Design Associates (SDA) is offering to provide consulting engineering services to the Town of Medfield (Medfield) in the design and engineering of a 200kWac roof-mounted solar electric system on the DPW Facility located at 55 North Meadows Road in Medfield, MA.

SDA will work with the System Owner's Project Team to provide the services described in Phase 2- 5 below.

Phase 1 – Schematic Design & Interconnection Application, SMART Application - COMPLETE**Phase 2 – Issued For Review (IFR) Documents, System Specifications, Issued For Construction (IFC) Documents**

Based on the completion and approval of the work under Phase 1, SDA shall work with the Project Team to finalize the location for the solar balance-of-system equipment, conduit runs and interface of the solar system with the facilities existing electrical equipment / conditions. SDA will produce IFR drawings and draft CSI format system specifications for review by the Project Team and Medfield's Procurement Officer. The system specifications will identify up to three 'or-equal' manufacturers for the major system components however SDA advises the Medfield Project Team that if the basis of design change from the current AC system size (inverter manufacturer and nameplate) an updated Interconnection Services Agreement from the utility will be required. SDA will assist the project Team with this re-submission. The Town of Medfield or the selected contract shall be responsible for any fees associated with the re-submission to the utility.

The IFR Construction Documents will define the majority of the construction level details of the rooftop array including but not limited to the following;

- DC & AC equipment selection
- DC & AC voltage drop, wiring, and fuse sizing calculations
- DC & AC electrical one-line diagrams
- DC & AC equipment grounding and bonding schemes
- DC & AC conduit plans and details
- Data Acquisition System (DAS) design
- NEC-mandated warning signage, including arc flash labels
- Stringing plan
- Major equipment cut sheets
- DC & AC wiring schedules
- Wire management details
- Inverter mounting details

Medfield shall review the IFR set and provide a single set of coordinated revisions and comments for SDA to incorporate into the IFC documents to accompany the RFP.

SDA will finalize the system design and engineering to provide a complete set of Construction Documents including CSI-format Specifications for the electrical aspects of the system addressing the input and all technical information received from Medfield and the Project Team. The IFC set will be signed and sealed by a Professional Electrical Engineer licensed to practice in Massachusetts.

Medfield will prepare of the overall bid documents to solicit bids from qualified Contractors to construct the system. Medfield will incorporate SDA's 100% Construction Drawings and the accompanying CSI-format specifications as part of the bid documents.

Phase 2 Deliverables: Issued For Review (IFR) Construction Documents, Issued For Construction (IFC) Documents, CSI format system specifications, Initial Construction Control Affidavit, attendance of pre-bid walkthrough site visit.

Phase 3 – Construction Period Support

SDA will assist the Town of Medfield in reviewing responses from qualified contractors, advise Medfield if the Contractors proposed equipment complies with the Basis of Design, and incorporate the Contractors requested changes into an updated IFC set for permitting and construction.

SDA will provide technical support to the Project Team during solar system construction by phone, e-mail as well as on-site visits during construction. SDA will provide recommendations to Medfield in response to the Contractor's RFIs and submittals and make recommendations for any change order requests.

SDA will support discussions with the local code officials and the utility as an Owner's Representative as may be needed regarding the installation, interconnection and approval of the solar plant.

SDA will work in close collaboration with the Contractor's Construction Manager, making periodic visits to the project site to observe the progress and quality of the Work to determine, in general, if the Work is proceeding in accordance with the Contract Documents and applicable codes. SDA will notify Medfield of any QA/QC issues, code violations or deviations from the construction documents observed during site visits.

SDA shall make recommendations to Medfield regarding recommended modifications to Contractor's work that, in SDA's reasonable opinion, is unsafe, of questionable quality, or does not conform to applicable codes and/or the intent of the Contract Documents. Medfield shall then decide what remedies are appropriate for the circumstances and in the best interest of successful project completion and formally communicate these requirements to the Contractor.

SDA shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction, and shall not be responsible for failure of the contractor to carry out the installation in accordance with the Contract Documents.

SDA shall not be responsible for the acts or omissions of Medfield, any other consultants hired by Medfield, or any Contractors, Subcontractors, their agents, employees, or any other persons involved with the project and/or performing the Work who are not under the direct employ of Solar Design Associates, Inc.

Phase 3 Deliverables: An on-site pre-construction conference and periodic visits to the site during construction. SDA will also provide progress reports based upon the on-site observations as well as respond to Contractor RFIs and change order requests. SDA will also collaborate with the Contractor to develop a set of as-built drawings for the system.

Phase 4 – System Commissioning & Utility Closeout

SDA will provide on-site initial start-up and commissioning of the solar system to verify proper operation and performance. SDA's commissioning protocol involves the use of precision field test instruments to define the exact level of system performance and output under the actual field conditions with specific measurements of the solar radiation on the array during the commissioning process. When irregularities are identified, infrared thermography is employed to identify the potentially defective equipment so that they can be further investigated by the installing Contractor prior to project close-out.

SDA will verify system output to the AC / revenue grade meter as part of system commissioning. SDA will prepare a punch list of issues identified during commissioning for the installing contractor to complete prior to project close out and final system acceptance by the Owner for each system.

SDA will prepare a formal commissioning report including results of the performance testing and make recommendations to the Owner regarding final acceptance of the system and project close-out.

SDA will validate contractor red-lines during the commissioning process and shall produce a complete set of As-Built construction documents.

SDA will coordinate with equipment manufacturers to build and launch the manufactures data acquisition system.

SDA will collaborate with the installing contractor to obtain signatures and approvals from the Authority Having Jurisdiction (AHJ) and file the appropriate close-out paperwork with the utility and obtain Permission To Operate.

SDA will file appropriate paperwork with the Department of Environmental Resources (DOER) and the Solar Massachusetts Renewable Target (SMART) incentive program administrator to secure the production-based incentive for the PV system.

If the servicing utility should require on-site witness testing of the system prior to final interconnection and operational approval of the solar system, SDA will prepare the necessary Witness Test plan or Energization Plan for submission to the utility, and accompany the utility for on-site testing.

Phase 4 Deliverables: Commissioning report and Contractor's punch list. A punch list of issues needing the Contractor's attention prior to final system acceptance. Close-out with the utility including Witness Testing if required. Final Construction Control Affidavit. SMART incentive program closeout. All drawings will be provided in the form of PDF files. All deliverables will be transmitted electronically.

Medfield Responsibilities: Medfield shall assign a Project Manager who shall be the coordinator for this solar program and the key contact for SDA.

When available, Medfield shall provide SDA accurate and up-to-date design drawings of the facility including a dimensioned roof plan that identifies the size, height and location of all proposed roof-top equipment and obstacles and the areas of the roof the arrays are to be installed upon. Medfield shall provide all other necessary site information including identifying the preferred location for inverters, other Balance of System components and the desired point of interconnection for the system with the on-site electrical distribution. Medfield shall facilitate SDA access to the project site as required to make our site visits. Medfield shall inform the Contractor of SDA's roles and responsibilities.

Medfield and the Project Team shall be responsible for all matters related to the public bidding and conforming to all applicable Massachusetts procurement laws and processes.

If the selected Contractor proposes an alternate AC system design (inverter manufacturer or nameplate), the Town of Medfield or the Contractor shall be responsible for any fees required by the utility to update the ISA or re-study the system.

Medfield and the Project Team shall require the installing contractor to provide array mock-ups during construction to allow SDA to review their wire management methods, installation means and methods, and general compliance with the approved construction drawings during the construction of the system.

Medfield shall require the system installation Contractor to collaborate with SDA in the development of a set of As-built Drawings of the system. The installer's contract shall require the Contractor to maintain an up-to-date set of red-lined / marked-up Construction Documents throughout the installation process identifying any changes made in the system installation to serve as the basis for the As-built Drawing set.

The installing Contractor shall provide SDA with a copy of the Certificate of Completion for the PV system upon approval signed by the Medfield Electrical Inspector, along with photos of select equipment required by the utility for project closeout.

The installer's contract shall require the Contractor to develop an O&M manual that shall include manufacturers' cuts on all system components accompanied by manufacturers warranties and warrantee contact information as well as the Contractor's own warranty on workmanship; and input on recommended system maintenance and the diagnosing of performance issues in the system. Medfield shall inform the installation Contractor of SDA's roles and responsibilities.

Insurance: SDA shall obtain and carry insurance for the duration of this project for coverages in the following areas and amounts:

- General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate
- Automobile Liability - \$1,000,000
- Worker's Compensation - \$1,000,000
- Professional Liability - \$1,000,000; \$2,000,000 aggregate
- Excess/Umbrella Liability - \$2,000,000

A Certificate of Insurance shall be provided to Medfield upon commencement of work under this agreement. The Town of Medfield shall be named additional insured.

Governing Law: This Agreement and the performance of the services hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

Arbitration: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder of, or in any other manner, any additional person not a party to this Agreement. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The party initiating the demand shall notify the other party of the intention to arbitrate within ten days from the date when the claim, dispute or other matter in question has arisen. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Indemnification: SDA and Medfield agree to indemnify and hold the other, together with their subsidiaries, affiliates, successors, assigns, employees, agents and representatives harmless from all claims, damages, losses and expenses (including attorneys' fees) for claims that may arise under this agreement, except those claims arising out of willful misconduct, violation of law, or negligent performance of their respective obligations under this agreement.

Fees: SDA proposes to provide the Phase 2 - 4 services as defined above for a fee of **\$45,150** including all reimbursable expenses. An initial retainer of \$1,500 will be invoiced upon authorization of this proposal. If additional meetings or other requirements are added to this proposal, SDA reserves the right to increase our fee to cover them.

Work Task	Fee
Phase 1a – Schematic Design, Interconnection Application, SMART Application - COMPLETE	-
Phase 2 – IFR Drawings, IFC Drawings, System Specifications	\$27,675
Phase 3 – Construction Period Support	\$9,750
Phase 4 – System Commissioning & Utility Closeout	\$7,725
Total Phase 2-4	\$45,150

Payment: Services shall be invoiced monthly in proportion the work then completed. Payments shall be made within 30 days of submission date of the invoice. Overdue invoices shall incur interest at 1.5%.

Extent of Agreement: This Agreement represents the entire and integrated Agreement between Medfield and Solar Design Associates and supersedes all prior negotiations or agreements. This Agreement may be amended only by written instrument signed by both Medfield and Solar Design Associates.

July 28, 2021

Submitted by:



Steven J. Strong, President for
Solar Design Associates, Inc.
July 28, 2021

Accepted by:

for Town of Medfield

By: _____
(printed name and title)

Date: _____



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: SCADA PHASE UPGRADE SERVICES FOR WATER AND SEWER**

CONTRACT # DPW 2022-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of February 2022 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 Contractor submitted a Proposal to perform SCADA Upgrade Services for the work required in the Water and Sewer Divisions 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, January 4, 2022 to December 31, 2022. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$300,000.00** 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 Upgrade 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.
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: 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: Senior Vice President

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

Senior Vice President

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 41 Hutchins Drive, Portland, ME 04102,

_____ 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.



Signature

01.12.22

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 October 27, 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: October 27, 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 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

Dirk Applegate
Joseph C. Barbagallo
Thomas F. Hazlett III

Douglas J. McKeown
Peter E. Nangeroni
Steven F. Niro

David W. Remick
Rebecca G. Talbert

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

Robert C. Amaral
Sergio Bazarevitsch
James Daniel Bryant
Brian E. Bzdawka
Eric T. Carlson
R. Duff Collins
Patrick J. Cyr
David W. Dedian
Susan E. Guswa
Kathleen Higgins

Mary E. House
Joseph A. Hurley
Christy Kennedy
Robert S. Little
David R. MacDonald
Michael H. Matson
Joseph Brendan McLaughlin
Andrew Neal
Thomas Richardson
Paul P. Roux

Jerry G. Sheehan
Persephene St. Charles
Jeffery C. Stearns
Adam H. Steinman
Marc G. Thomas
Patricia A. Thomes
Hugh G. Tozer
David A. White
Gillian J. Wood

[Continued on Next Page]

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

Glenn T. Almquist	Shannon J. Eyler	Mark E. Pietrucha
Jennifer L. Anders	Richard P. Fedder	Robert T. Polys
Jennifer M. Andrews	Susan Ferris	Michael Pratt
Peter Andromalos	Andrew J. Fitzpatrick	Brian Ravens
Elisha Back	Gregory Frieden	David Richardson
Daryl V. Baltazar	Michael J. Geary	James J. Rivard
Michael L. Battistelli	Jennifer Glynn	Catharine M. Rockwell
James Blanke	M. Scott Goldman	Frederick Rogers
Kelley C. Begin	James Graydon	Robert Scott
Kevin R. Bethke	Michael Greenberg	Scott C. Shannon
Jennifer D. Birger	Matthew Grostick	Barry S. Sheff
John Gregory Booth	Jeffrey Hale	Lloyd K. Snyder
Brent M. Bridges	Jeffrey A. Hamel Carol A. Harris	Douglas E. Spicuzza
Ryker Brown	Nicholas A. Hastings	Andrew L. Stanhope
Glenn D. Burden	Michael Headd	James P. Sturgis
Denise L. Cameron	Lucas A. Hellerich	Ali Taghavi
Kelly V. Camp	Zachary L. Henderson	Michael S. Thompson
Lisa J. Campe	Glenn Hermanson	Randy E. Tome
Kenneth W. Carlson	Jason R. House	Kyle E. Tracy
Anthony C. Catalano	Xavier Irias	Rajendra D. Vaidya
Frank J. Cavaleri	Gisa Ju	Anthony Valdivia
Mesut Cayar	David Kitzmiller	Matthew J. Valentine
Maggie Connolly	Kenneth Kohlbrenner	Denise C. Waite
Rebecca A. Corbin	Christine K. Kohne	Miles L. Walker
Robin Cort	Robert L. Laird	Donald J. Weeks
Patrick J. Cyr	Steven Lauria	Kathleen Welter
Kenneth Danila	Jeanna Long	Bert J. Wesley
Craig B. Deeney	Peter J. Martin	James D. Wilson
Carrie A. Del Boccio	Nathan T. McLaughlin	Daniel Windsor
Justin F. deMello	Scott J. Medeiros	Daniel M. Wolfram
Brian Dietrick	Inken N. Mello	Erica Wolski
Paul A. Dombrowski	Jason Muche	Michael J. Van der Heijden
Leslie Dumas	Saquib Najmus	
Matthew Elsner	Paul Norian	

ATTACHMENT

A



November 8, 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 SCADA Water and Wastewater Upgrades
Phase 1

Dear Mr. Goulet:

Thank you for the opportunity to provide you with a proposal to upgrade the Town's SCADA water and wastewater systems. During the SCADA Review assessment in 2018 several tasks were identified as the first priority. These tasks included separating the radio telemetry system between water and wastewater, along with enhance surge protection and proper antenna installation in order to create more redundancy and reliability. Well 1, 2 and 6 improvements, Wastewater Remote station PLCs upgrades and secure remote access to the SCADA system.

SCOPE OF SERVICES

Woodard & Curran will provide the following services:

TASK 1 – WATER SYSTEM AND WASTEWATER SYSTEM RADIO UPGRADE AND SEPERATION

The existing licensed frequency radios used to facilitate communications from all remote locations were manufactured by Teledesign Inc., which in 2019 went out of business. This puts the utility in a vulnerable position as the Teledesign TS4000 radios are no longer manufactured or being repaired. Another issue is that all communication to both the water and wastewater remote stations originates via the polling master radio and PLC at the wastewater plant. In a recent event the polling PLC failed and caused communication loss to all the remote sites. This liability will be addressed through the recommended solution provided below.

RECOMMENDATION

The proposed solution is to upgrade the existing radios with Cal Amp Viper radios and create two separate radio networks, one for water the other for wastewater. Each network will have an independent radio polling PLC, separate radio repeaters at the tank, and separate encrypted licensed frequency.

- On the water side - radio repeaters, new antenna, cabling, and proper surge protection will be installed at required tanks. At the water office, a new PLC polling master PLC, new antenna and antenna surge protection will be installed. All the water sites will have new radios, antennas and surge protection installed. New PLC programming will be created, implemented, and tested for communication to the existing sites.
- On the wastewater side - a new PLC polling master PLC, radio, antenna surge protection will be installed. All the wastewater sites will have new radios and antenna surge protection installed. New PLC programming will be created, implemented, and tested for communicate with the existing sites.



TASK 2 - WELL 1 MODIFICATIONS

The existing Automation Direct PLC is obsolete. We recommend upgrading the existing PLC and installing a new DC UPS with monitoring and alarming. Also add Analog surge protection in the SCADA panel for some devices such as pressure and flow transmitters

TASK 3 - WELL 2 MODIFICATIONS

Provide, install, and program new vault flood switch and low temperatures alarms. Upgrade the Existing PLC and install new DC UPS. Also add Analog surge protection in the SCADA panel for some devices such as pressure and flow transmitters.

TASK 4 - WELL 6 MODIFICATIONS

Well 6 includes a PLC to control and monitor the station along a separate hardwired controller for the KOH chemical control system. The KOH controller does not provide the monitoring and control required and complicates the control system. We recommend upgrading the two existing obsolete PLCs, remove the existing KOH controller and add its functionality in a new PLC. This will provide for easier operations, supportability of the chemical feed system and Chapter 6 compliance at this station.

TASK 5 - WASTEWATER REMOTE STATION PLC UPGRADES

The existing Automation Direct PLCs at both the water and wastewater facilities are obsolete and should be upgraded. We recommend replacing the existing Wastewater PLCs with Allen-Bradley PLCs at 5 wastewater sites with DC UPSs. The cost allocated is to replace just the PLC components, not the entire panel and develop new programming and testing of each site locally and remotely.

TASK 6 – SECURE REMOTE

Currently, system operators use Teamviewer software with limited security for remote access in the main WWTP. W&C recommends SCADA remote access be more secure and meet the recommendations established by NIST and other organizations. The proposed improvement will employ a firewall and a layer 2 network switch to create separation of the Internet and the WWTP SCADA system by setting up a Demilitarized Zone (DMZ) with a jump host remote access server separated from the SCADA network. Furthermore, all the network equipment would be housed in a network rack with the addition of shelving and battery back UPS's. The remote access will allow key staff to monitoring the facility remotely.



The following is a description of the specific activities to be undertaken as part of this agreement:

Project Kickoff Meetings

- Perform internal project kickoff meeting to identify the W&C project team, roles and responsibilities and review of the project scope, schedule, and budget.
- Perform client project kickoff meeting to introduce the W&C project team, the H&S plan, key roles and responsibilities, project scope, schedule, and Critical Success Factors.

SCADA Implementation Site Visit

- Woodard & Curran engineers will complete an onsite investigation to review documentation, upload all PLC programs, review the SCADA, and meet with operations to review the system and draft a plan to execute the work.

SCADA Engineering

- Review documentation and develop a plan to execute the work
- Engineer/Design
 - Develop network architecture drawing
 - Specify required PLC panel components (PLC, UPS, radio, Surge Arrestor and antenna)
 - Specify remote access network firewall, switches, and gear
 - Specify network upgrade requirement including devices and cabling
- Programming
 - Create new PLC programs
 - Modify existing HMI Database drivers and address. HMI screens will remain the same
- Provide and install the following:
 - Firewall, switches, and installation of the cyber upgrades
 - Motor operator valve at Well 2
 - PLCs, UPS at designated locations
 - Viper radios and surge arrestors at all locations
 - Antennas at the Water sites

SCADA Implementation

- Install the new network equipment and miscellaneous communication equipment
- Download PLC programs to the new PLCs at various sites, establish communication with the SCADA, test local and remote control from the SCADA
- Download the HMI database into the SCADA PCs.
- Install new PLCs, DC UPS and radios
- Install new cyber security remote access hardware, test, and train operators
- Test and confirm system operation and functionality with operations

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the Scope of Work, Schedule and Project Budget described herein.

- Provide access to the sites
- Ensure appropriate staff are available to attend SCADA training.



- Client will facilitate the upgrades by having staff available for extended or off-hours work during the implementation phase of this project.
- The Town will provide any site-specific hazards.
- In the event the nature of the work is altered in a way that affects our engineering methods of execution or causes us to make substantial changes in our efforts that have been completed or prepared at the time of such change, we will notify the Client to discuss budget implications before continuing.
- Existing SCADA HMI PCs are current and HMI software is in support.

SCHEDULE

Woodard & Curran is available to commence work within 30 days of receipt of the executed agreement. The schedule is dependent on availability, material procurement and authorization to proceed.

FEE BUDGET

For the Scope of Services presented above, the Town of Medfield will pay Woodard & Curran a fixed fee of \$300,000. This fee shall not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town of Medfield. The final invoice will be paid upon the Town of Medfield's approval of the final deliverable.

The parties may agree to expand the Scope of Services provided by Woodard & Curran upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future negotiations.



BUDGETARY SUMMARY

TASKS

Task 1 - Water System SCADA Radio Upgrade	\$ 94,300.00
Wastewater antenna and surge box installation [2 sites]	\$ 5,500.00
Wastewater System SCADA Radio Upgrade	\$ 74,300.00
Task 2 - Well 1 Upgrade	\$ 12,600.00
Task 3 - Well 2 Upgrade	\$ 18,800.00
Task 4 - Well 6 Upgrade	\$ 26,100.00
Task 5 - Wastewater Remote site PLC upgrade [5 Sites]	\$ 56,500.00
Task 6 - Secure Remote Access	\$11,900.00
TOTAL	\$ 300,000.00



TERMS AND CONDITIONS

All services will be performed in accordance with the Terms and Conditions previously agreed to in the Agreement between Town of Medfield and Woodard & Curran dated April 3, 2018.

We appreciate the opportunity to support the Town of Medfield Department of Public Works. If this Scope of Services meets your approval, please execute and return a copy of the agreement to our office. If necessary, please reference a purchase order number if required for billing purposes.

Please feel free to call if you have any questions regarding this proposal or require any further information.

WOODARD & CURRAN INC.

Robert Amaral
Director of Technical Practices

ACCEPTED

WOODARD & CURRAN INC.

By:
Name: Robert Amaral
Title: Director of Technical Practice
Date: November 8, 2021

TOWN OF MEDFIELD, MA

By: _____
Name: _____
Title: _____
Date: _____



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of February, 2022 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 Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Cartographic Associates, Inc., d/b/a CAI Technologies having a usual place of business at 11 Pleasant Street, Littleton, NH, 03561, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform tax map maintenance services, hereinafter referred to as the "Program" 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 Contractor's Scope of Services 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.
2. Scope of Services: The Contractor shall furnish tax map maintenance services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
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. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: February 1, 2022 through December 31, 2022.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A: \$3,000 for tax map maintenance services with a \$15 fee per new/changed building. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
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 the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting 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 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.
8. 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 members of the GIS industry 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.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability, and Professional Liability with minimum limits of \$1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
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 to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall 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. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor 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 the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. 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.
16. Severability: If any term of this Contractor 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.
17. 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.
18. 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

Attachment A

TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF MEDFIELD, MA

For processing data recorded 01/01/2021 through 12/31/2021

December 29, 2021

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Medfield, MA, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service	\$3,000.00
Building Footprints (if building sketches are provided as described above)	\$15.00/building added or changed

DELIVERABLES

Deliverables shall include PDFs, digital data

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF MEDFIELD, MA

For processing data recorded 01/01/2021 through 12/31/2021

This is a contract made this 29 day of December, 2021, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Medfield, MA, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated December 29, 2021, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$3,000.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$15.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the Commonwealth of Massachusetts.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Medfield, MA

CAI Technologies

BY: _____
TITLE: _____



Franco D. Rossi
President

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

PROPOSAL to the TOWN OF MEDFIELD
7th Annual Hunter's Run 5K and 1 mile Fun Run
April 3, 2022

I am seeking approval to hold the 7th Annual Hunter's Run on April 3, 2022. We are calling it our 7th as we have been able to gift funds every year even without the Run. We are very excited to bring back this yearly event and get people outside and moving! We are passionate about our community having knowledge of Organ Donation. With the funds raised, we have been able to give back to local charities (MFi, Helping Hands) as well as continually support our cause at Boston Children's Hospital Pediatric Transplant Center and Donate Life.

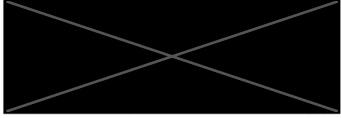
I do have help in organizing the event through my work, friends, and the countless number of kind people I know around town who have offered to help. I also have approval from Chief Guerette of the Medfield Police. I am a Health Coach, so getting our community moving more is also a desire of mine. Plus, I feel the time of the year is great, hopefully the snow will be melted and it will be a fun way to get people outdoors.

PROPOSED ROUTE INFORMATION

All route information is the same as the prior years. I am an employee at Kingsbury Club. They have a certified 5K route that begins and ends at the end of Ice House Road. I propose to use this route as well as the facility for restrooms, and parking. I have permission to use the Kingsbury Club for the event. The course is as follows, a certified 5K:

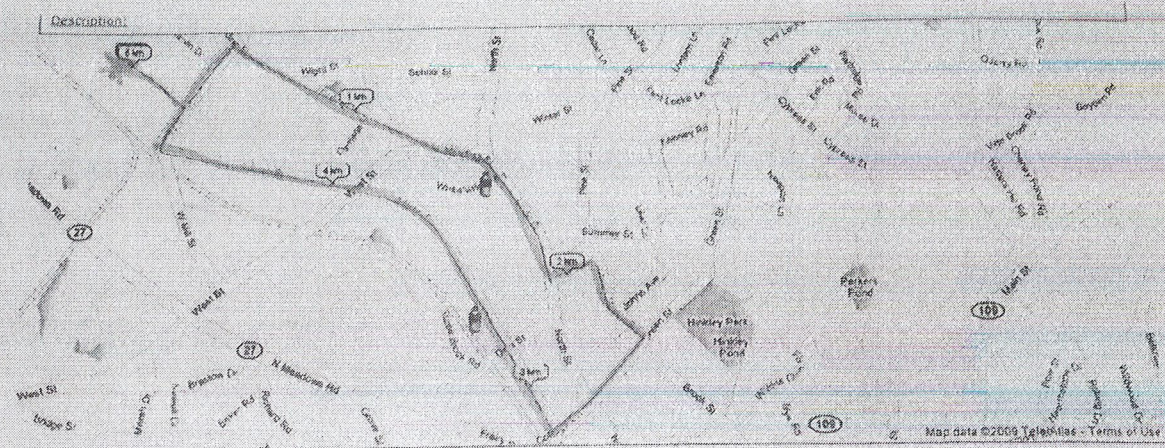
Thank you for considering my event. Please contact me via phone or via email, my information is as follows:

Kristen Williams
29 Evergreen Way
Health Coach, Kingsbury Club
MS Health & Wellness Promotion



A handwritten signature in blue ink, appearing to read "Kristen Williams", with a long horizontal flourish extending to the right.

Kingsbury Classic 5K Route



- Left out of driveway onto West Mill Street
- Right onto Harding Street (turns into North Street)
- Left onto Lowell Mason Road to end
- Right onto Green Street
- Cross North Street onto Cottage Street
- Right onto Adams Street, through stop sign
- Right onto West Mill Street
- Finish at Kingsbury Club on left