

Board Members
Glenn Trindade Chair
Frank Rossi, Vice-Chair
Todd Alessandri, Clerk
Dennis Crowley, Member
Maryjane White, Member



Medway Town Hall
155 Village Street
Medway, MA 02053
Telephone (508) 533-3264
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TOWN OF MEDWAY COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

Select Board Meeting

February 5, 2024, 7:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Joint Appointment Consideration: Planning and Economic Development Board Associate Member – Sasha Vinton
2. Approval of Minutes: January 16, 2024
3. Appointment Consideration: Zoning Board of Appeals Associate Member – Adam Kaufman
4. Authorization to Expend Grant Funds: Massachusetts Electric Vehicle Incentive Program (MassEVIP) Public Access Charging (PAC) Grant - \$9,440
5. Approval: Water Treatment Plant Contract Change Order Number 11 for Ductbank Rerouting - \$92,308.17
6. Approval: Contract with Trademark Plumbing & Heating, Inc. for Plumbing Services – Not to Exceed \$60,000
7. Presentation/Discussion: Complete Streets Prioritization Plan
8. Discussion/Vote: VFW Lease – Decrease Rent from \$2,500 to \$1 and End Lease on December 31, 2024
9. Action Items from Previous Meeting
10. Town Manager's Report
11. Select Board Reports
12. Executive Session: Vote to Approve and Release Executive Session minutes for Reason Exemption 6: To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body and the chair so declares for the minutes of March 7, 2022, April 4, 2022, April 19, 2022, June 22, 2022, July 27, 2022, August 10, 2022, and September 12, 2022.

For more information on agenda items, please visit the Select Board's page at www.townofmedway.org

Upcoming Meetings, Agenda and Reminders

February 20, 2024 Regular Meeting (Holiday Week)

March 2, 2024 --- Budget Workshop

Members of the public may watch the meeting on:

- Medway Cable Access - Channel 6 on Comcast Cable
- Medway Cable Access - Channel 35 on Verizon Cable
 - <https://www.facebook.com/medwaycable/>
- <https://livestream.com/medwaycableaccess/selectboard>

AGENDA ITEM

#1

Joint Appointment Consideration: Planning and Economic Development Board Associate Member – Sasha Vinton

Associated back up materials attached:

- *Candidate's resume*

Proposed Motion:

I move that the Board appoint Sasha Vinton to the Planning and Economic Development Board as an Associate Member for a two-year term.

Alexandra “Sasha” Vinton

Medway MA 02053

November 20, 2023

Select Board
Planning & Economic Development Board
Town of Medway
155 Village Street
Medway MA 02053
Via email: bos@townofmedway.org

RE: Planning & Economic Development Board – Associate Vacancy

Dear Board Members:

I am writing to express my interest in the vacancy on the Planning & Economic Development Board. As a professional civil/structural engineer involved in large infrastructure, real estate acquisition, and transit-oriented development projects, I have experience in connecting initiatives with community needs. My background in private and public clients, alongside my collaboration with public agencies and developers, has equipped me with a comprehensive understanding of land use, engineering, and construction.

Recognizing the multifaceted nature of the Planning Board's responsibilities, I am happy to offer my expertise in navigating the complex intersection of infrastructure development, community engagement, and regulatory compliance. My proficiency in reading and creating plans, engineering design, and managing large-scale projects aligns with the core requirements of the Board.

I am excited about the prospect of contributing innovative ideas, contributing my expertise, and supporting the development and strategic vision of the Planning Board. I am committed to dedicating the necessary time and fostering collaboration to serve the best interests of our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sasha Vinton', with a stylized, cursive script.

Sasha Vinton

Alexandra “Sasha” Vinton, PE

Senior Project Manager

Medway MA 02053

Professional Summary

Sasha Vinton is a structural engineer with thirteen years of experience in project management, structural engineering and inspection, survey coordination and construction services for infrastructure projects. Sasha has provided engineering services including structural analysis and design, structural task lead, team member on routine and special member inspections, construction phase services, constructability reviews and finite element analysis for public, private and P3 projects. Sasha is a team player that excels in a leadership role as well as multi-disciplinary team collaboration.

EDUCATION

BS, Civil Engineering –
Rensselaer Polytechnic
Institute, 2009

LICENSES

Professional Engineer (MA,
RI, ME, NY, SC)
PMP
ROW Training
Confined Space Training
OSHA 10 hr Training
Primavera P6 Certified
Value Engineering VMA

Key Skills

Project Management
Strategy
Owners Rep
Structural Engineering
Structural Design
Structural Inspections
Peer Review
Feasibility/Constructability
Review
Finite Element Analysis
BIM Modeling
Real Estate Acquisitions

EXPERIENCE

Massport Logan Airport Roadway Rehabilitation, Boston MA – *Civil Engineer*

RND redesigned four of fourteen roadways at Logan Airport as part of the roadway rehabilitation design project. Sasha analyzed field investigation, structural and roadway condition reports and created the layout for the new roadway. Sasha reviewed survey drawings and created utility matrix and provided construction phase services review for a compressed schedule. Developed Traffic Management Plans and CAD plans for four (4) Logan roadways to be repaired and repaved. The project was completed on time and on budget.

MassDOT South Coast Rail, Boston, MA – *Project Manager*

Sasha worked with the Project Management Joint Venture Team as the interface between the designer, surveyors, environmental and real estate acquisition team for the MassDOT/MBTA South Coast Rail project. Sasha reviewed engineering design plans to determine the land needed for 100+ right-of-way acquisitions and conducts alternatives analysis to minimize property owner impacts. As part of this effort she also conducted constructability reviews and construction phasing for the 10+ construction packages. Work activities included project management, team meetings, coordination with surveyors, designers, and the client.

Rhode Island Pawtucket Station Peer Review – *Project Manager, Structural Engineer*

Sasha completed the technical oversight and peer review of the Pawtucket/Central Falls Commuter Rail Station Design-Build Project. The project included design review, construction phase services and commissioning services. Sasha managed the document control and coordination for all parties including tracking logs, team meetings and budget tracking.

MBTA Bus Facility Modernization Project, Boston, MA – *Project Manager*

Sasha is part of the project management, advisory, peer review and design review for the MBTA Bus Maintenance Facility Project. Sasha participated in peer review research of other facilities around the country for best practices, performed design review managed the document control and coordination for all parties including tracking logs, team meetings and budget tracking. Sasha is also responsible for coordinating and conducting feasibility studies, identifying potential relocation sites, analyzing current market conditions, zoning restrictions, and evaluating the highest and best use of each site.

Building Demolition, City of Worcester, MA – *Project Manager*

Sasha is currently working with the City of Worcester to demolish a building that sits adjacent to a P&W Railroad bridge. The railroad bridge overhang is integrated with the building structure. Sasha is coordinating the efforts of structural analysis, field visits and construction oversight, environmental analysis, and reviewing demolition plans for the contractor to safely demolish the structure.

MassDOT Bridge and Tunnel Inspections, Boston, MA – *Structural Engineer*

Team Member on overhead inspections for the I-93 SB Central Artery Tunnel and various bridges throughout Massachusetts. Responsibilities included routine and special member inspections and report preparation in 4D of steel member, concrete slab, concrete and steel box girder and arch bridges. Work included field inspection, coordination for flaggers and police detail, ensuring all PPE and tools were available and preparing the reports for submission. Sasha is OSHA trained, ROW trained, and Confined-Space trained.

Employment History —

RND Consultants:

2018 – Present

Kennedy/Jenks Consultants:

2016 – 2018

Louis Berger:

2012 – 2016

Dewberry:

2009 - 2012

MassPort K9 Facility, Boston, MA – *Structural Engineer*

Sasha performed design and analysis of a K9 facility for Logan Airport including design of foundation, steel columns, beams, bracing, cold rolled steel roof girts and masonry infill walls; structure modeled in REVIT. Work included coordination with MassPort and meetings with Logan Airport for client needs and design modifications.

MassDOT and MBTA Live Load Rating for Truck Loading and Railroad Bridges, Various Locations, MA – *Structural Engineer*

Team Member on live load ratings for truck loading and railroad bridges. Completed ratings for steel, concrete, prestressed, slab, arch and truss railroad and highway bridges. Performed structural calculations and computer analysis to determine rating factors for ASD/LFD and LRFD ratings; pertinent computer analysis included STAAD finite element models and AASHTOWare/VIRTIS/MDX software.

MBTA Construction Phase Services, Dorchester, MA – *Structural Engineer*

Provided Construction Phase Services for Clayton Street Bridge on the Red Line transit bridge reconstruction project for the first Accelerated Bridge Construction Project for the MBTA. Project included the construction of a temporary utility bridge, utility coordination, public outreach and meetings, and the offsite construction of the new bridge to prepare for the demolition and replacement of the bridge in a single weekend. Served as primary point of contact person between designers, client, and contractor; performed review and managed distribution of shop drawings and RFIs, weekly site visits, construction monitoring and on-site problem solving. Responsibilities included tracking of schedule and budget submittals of weekly logs and progress reports and document control.

MBTA Platform and Canopy Design, Needham MA – *Structural Engineer*

Structural design for 800 ft. curved concrete platform and footings for MBTA station with proposed architectural canopies. Design included concrete platform, reinforced concrete footings, retaining walls and walkways, and steel canopy structures. Canopy design included 3D design in STAAD.pro for ASCE-7 wind and snow loading.

REFERENCES

[Available upon request.]

AGENDA ITEM

#2

Approval of Minutes: January 16, 2024

Associated back up materials attached:

- *January 16, 2024, draft minutes*

**Select Board Meeting
January 16, 2024 – 7:00 PM
Sanford Hall
155 Village Street**

Present: Glenn Trindade, Chair; Frank Rossi, Vice-Chair; Todd Alessandri, Clerk; Dennis Crowley, Member; Maryjane White, Member.

Staff Present: Michael Boynton, Town Manager; Allison Potter, Assistant Town Manager; Peter Pelletier, Department of Public Works (DPW) Director; Carol Pratt, Finance Director; Sandra Johnston, Communications Director.

Others Present Capital Improvement Planning Committee: Karen Nowicki, Chair; Sarah Raposa, Vice-Chair, Keith Goddard, Member.

At 7:00 PM, Mr. Trindade called the meeting to order and led the Pledge of Allegiance.

Public Comments: There were none.

Appointment Consideration: Cultural Council Youth Member – Palak Yadav

The Board reviewed the (1) Cultural Council Chair's recommendation for Palak Yadav, (2) Cultural Council Youth Member description with application requirements, (3) candidate's resume, and (4) candidate's statement.

This agenda item was not addressed as the participants were unable to attend due to illness.

Approval of Minutes: January 2, 2024

The Board reviewed the draft minutes of January 2, 2024.

Mr. Alessandri moved that the Board approve the minutes of January 2, 2024. Ms. White seconded.

Discussion: Mr. Rossi asked for the following changes (1) on page 4 "interest" be changed to "discount" on lines 148, 151, and 154, (2) on line 150 that "as of July 1, 2023" be added to the end of the sentence, (3) that "decrease" be changed to "increase" on lines 157 and 193, and (4) the sentence at the end of line 195 be stricken. **VOTE: 5-0-0.**

Presentation: Capital Budget Recommendations - Capital Improvement Planning Committee (CIPC)

The Board reviewed the CIPC's capital budget recommendations.

Mr. Trindade explained the use of free cash for capital improvements and the CIPC's role in this process. Ms. Nowicki thanked all involved in the process. She noted that even with two new members, their rankings were closely in sync. Ms. Raposa stated \$2.5 million of free cash was their assignment noting that the first thirty items listed are what they are recommending. The blue items are the Town Manager's recommendations. She stated that most of those made the CIPC's ranking. She noted the differences, highlighted in red, based on discussions with the Town Manager and department heads. She stated that this year, they included a description of each item to provide context to the Board. Mr. Boynton commended the CIPC's efforts. Ms. Raposa stated that we need to do a better job on having a five-year plan moving forward. Mr. Crowley asked about the items funded by the parks revolving

account. Mr. Boynton stated that those were his recommendations noting the Parks Commission must still approve the funding for these items. Mr. Trindade asked what departments had an extraordinary need. Ms. Raposa stated they have not seen the vibroscreen request before noting DPW currently rents this equipment, but this would allow for more efficiency in their operations. Mr. Boynton noted the dispatch console is reaching its end of life, which is also a large expense item. Mr. Boynton stated the two ambulances are in due to the length of time to obtain them. Mr. Crowley asked about the rationale for cutting the Burke cafeteria air conditioning request to \$150,000. Ms. Raposa stated they did not yet have quotes and, if they used mini splits, that would be sufficient to address the issue. Mr. Crowley asked if this was approved by the school. Mr. Boynton stated all of the school items were discussed and approved by Dr. Pires. Mr. Rossi asked who drives the F250 truck. Mr. Boynton stated they plow with that. Mr. Crowley asked if Number 14 is all school or partially town. Ms. Nowicki stated all school. Mr. Crowley asked if they ever determine the total amount that goes towards the Town, and which goes towards the school and if these costs are included in the school's cost per student formula. Mr. Trindade stated that over the past ten years the school has received thirty-eight percent and change yearly. Mr. Alessandri stated the total for the school is \$550,000 this year. Mr. Crowley asked if the Board has further questions, can the CIPC come before the Select Board again. They agreed. Mr. Crowley stated that this format is the best that he has seen. Mr. Rossi stated that the important thing is that we have free cash every year noting we need to endeavor to keep that streak alive. Mr. Alessandri asked about number six at \$75,000 relative to how much is school versus non-school. Ms. Raposa stated that most is the schools for Chromebooks. Mr. Alessandri asked about expenses related to cyber security. Mr. Boynton stated that comes from the operating budget. Mr. Crowley asked about the Lovering Street water tank and when that will need to come out of the water borrowing. Mr. Boynton stated that closely following a five- and ten-year plan for the water department is critical due to the capital expenditure requirements. Mr. Alessandri asked about the Ide House capital request and if Community Preservation Act funds can be utilized. Mr. Boynton confirmed stating that was a placeholder.

Discussion: Unaccounted for Water Loss and Charles River Pollution Control District (CRPCD) Volume Update

The Board reviewed the unaccounted for water loss data.

Mr. Pelletier stated this number is still preliminary, reported that we currently are at 10%, and noted last year we were at 9%. He reported a large leak was recently found and repaired one week ago where we were losing 100,000 gallons per day. There was further discussion about the specifics of this leak. He stated that on the sewer side, we are working with a company to address water flooding going into the sewer, which impacts our CRPCD volume. Mr. Boynton stated we know we will see an increase in CRPCD volume due to the number of storms and amount of water from those storms from August to date. Mr. Crowley requested that Mr. Smith come before the Select Board at the second February meeting and update the Board. There was further discussion about the next sewer specific projects. It was noted that we are lower than what we are permitted for at CRPCD.

Discussion: Water Projects Status Update

The Board reviewed the memo from Peter Pelletier.

Mr. Boynton stated these projects include the water treatment plant, waterline main replacement and extension for the water treatment plant, pump houses at both Oakland and Village Street wells, and satellite well replacement at Village Street. Mr. Pelletier noted that the Oakland transmission line project is completed except for paving, which will be done in the spring. Mr. Crowley stated that he had a lot of questions and would like the opportunity to speak with Mr. Pelletier and move this forward to a future Select Board meeting.

99
100 **Approval: Water Treatment Plant Contract Change Orders**

- 101 • **Number 8 for Card Reader Changes and Overflow Pipe Adjustments Package - \$24,024.26**
102 • **Number 9 for Overhead Door Lintel Modifications and Electrical Modifications - \$18,287.86**
103 • **Number 10 for Bollards and Canopy Subgrade and Paving - \$74,355.98**

104 *The Board reviewed the (1) memo from Peter Pelletier, (2) contract summary, and (3) changes orders.*
105

106 Mr. Pelletier explained the specific work related to each of the change orders. Mr. Boynton stated there
107 is another large change order relative to electrical work that will be coming to the Board at a cost of
108 \$84,000. Mr. Trindade stated that the landscaping may also be a large ticket item. It was noted that
109 there may be \$500,000 of funds left at the end of the project. Mr. Trindade would like the Select Board,
110 Finance Committee, and CIPC to have a walkthrough of the facility. Mr. Trindade stated that Mr. Harris
111 and Mr. Foresto are working on a video to educate the residents. Mr. Crowley asked about the
112 timeframe for when this goes live. Mr. Boynton stated hopefully August with testing beginning in June.
113

114 **Mr. Alessandri moved that the Board authorize the Chair to execute the change orders as discussed.**

115 **Ms. White seconded. No discussion. VOTE: 5-0-0.**
116

117 Mr. Trindade commended DPW on their efforts on the storm cleanup efforts.
118

119 **Action Items from Previous Meeting**

120 *The Board reviewed the action items dated January 2, 2024.*
121

122 This agenda item was not addressed.
123

124 **Town Manager's Report**

125 *There were no items for the Board to review.*
126

127 **FY25 Budget Update:** Mr. Boynton reported that most departments have been reviewed noting some
128 changes were made, health insurance numbers are still pending, and we anticipate state aid numbers at
129 the end of next week.
130

131 **Notification from Milford Regional Medical Center (MRMC):** Mr. Boynton received notification today
132 that MRMC is entering into an agreement with UMass Healthcare noting there is a lot that must happen
133 before this goes into effect. The plan is to open this spring.
134

135 **VFW Lease – Next Agenda:** Mr. Boynton explained we have met with the VFW in effort to try to work
136 with and assist the veterans, as well as those who had events scheduled there, and thanked Mr. Crowley
137 and Mr. Trindade. It looked like they would need to close at the end of March if they continued paying
138 rent. At the next Select Board meeting, the Board will need to vote to decrease the rent from \$2,500 to
139 \$0 and shorten the lease to the end of 2024 instead of 2025. Mr. Trindade stated they will still exist as a
140 paper post and the Town will still provide them with meeting space. Mr. Crowley said he had asked the
141 superintendent of schools to find out how much scholarship money they have distributed to date out of
142 the \$250,000 that they were given and the total amount was \$9,100. Mr. Boynton stated that we are
143 working with VFW state officials, as well. It was noted the two tenants there will cover the utilities. Mr.
144 Rossi stated that we still need to have a long-term plan for this property.
145

146 **Municipal Facilities Planning – Discussion on Next Steps Needed:** Mr. Boynton noted that we will have
147 the feasibility study for 120 Main Street soon and, due to the large increase in costs, the consultant

148 stated that we should still plan on 10% of the facility cost for design cost and 4% of the facility cost for
149 an Owner's Project Manager (OPM) cost. He noted that he has an issue with spending the funds for
150 design and an OPM when we do not have a funding plan for the project. We are at a cost \$60-\$70
151 million to complete this project. The cost to complete the first part of this project is so large that he
152 feels we are not there yet to move forward. He noted historically we complete the design and designate
153 an OPM, go out to bid, and complete the project. He stated we may need to move forward with this
154 project in a different way than we have in the past and noted the need for a future agenda item to
155 discuss how to move this project forward.

156
157 Town Manager Out of Office: Mr. Boynton stated he will be out of the office as follows:

- 158 • Wednesday, January 17 – Norfolk County Managers Meeting – Needham (AM/Early PM)
- 159 • Town Manager Vacation – January 24 – January 31 – Allison Acting Town Manager

160
161 NEXT Select Board Meeting – February 5, 2024

162
163 **Select Board's Reports**

164 *There were no items for the Board to review.*

165
166 Mr. Crowley stated he listened to the school transportation costs webinar. He reported that from grade
167 7 through 12 there will be a fee to take the bus. Currently, anyone beyond 1.5 miles must pay a fee but
168 moving forward everyone needs to pay a fee. The fee is \$300 per student with a maximum of \$600 per
169 family. Residents stated concern about extending the walking distance as there were no sidewalks. He
170 asked how much revenue they will generate. They stated between \$225,000 to \$275,000. Mr. Crowley
171 requested that we ask the Superintendent to send the Select Board a copy of the presentation. He
172 reported the total transportation cost at \$1,900,075 for buses and out of district students. If families
173 are on the food program, their fee is waived.

174
175 Mr. Rossi stated Mr. Crowley and he have a meeting scheduled with the School Budget Advisory
176 Committee next Thursday, January 25th. He was invited to the Historical Society event at Thayer noting
177 they are anxious to find out the plan for the Ide House. He said he reminded them how long it took to
178 get the Thayer Homestead to where it is today.

179
180 Mr. Alessandri stated he and Mr. Trindade are on the Medway Amateur Basketball Association (MABA)
181 Board, and they plan to have MABA nights where the kids will do something during halftime. Tonight
182 was cancelled and moved to tomorrow night, with a Best Buddies' challenge at half time.

183
184 **At 8:08PM, Mr. Alessandri moved to adjourn. Ms. White seconded. No discussion. VOTE: 5-0-0.**

185
186
187 Respectfully submitted,
188 Liz Langley
189 Executive Assistant
190 Town Manager's Office

AGENDA ITEM

#3

Appointment Consideration: Zoning Board of Appeals Associate Member – Adam Kaufman

Associated back up materials attached:

- *Candidate's resume*

Proposed Motion:

I move that the Board appoint Adam Kaufman to the Zoning Board of Appeals as an Associate Member for a three-year term.

SUMMARY

Accomplished executive techno-functional supply chain IT and operations professional with 30+ years of experience in:

- Global Supply Chain and Warehouse Management Systems Design, Development and Delivery
- Application Development, Maintenance and Production Support
- Decisive Global Leadership, Strategy and Collaborative Problem Solving
- Budget Administration
- Offshoring/Outsourcing
- Negotiating and Delivering Vendor Management, Contracts, and Strategic Sourcing
- Associate coaching, team leadership, development and mentoring

PROFESSIONAL EXPERIENCE

TJX, INC., Marlboro, MA

April 2017 - Present

Assistant Vice President, IT – Global eComm Fulfillment Solution Delivery

- Build and manage techno-functional team responsible for all aspects of procuring, building, configuring, delivering and supporting all elements of eComm supply chain fulfillment for TJX growing eComm business.
- Lead all warehouse management and material handling/automation vendors and implementations including Manhattan, Intelligrated, Pyramid, 6 River Systems, Bastian, auto bagger and others.
- Partner with business/facilities to optimize and accelerate continuous improvement of all deployments.
- Manage all elements of budgets for implementations, vendors and team.

Hasbro, INC., Pawtucket, RI

August 2016 – April 2017

Director, IT – Vendor, Contracts and Procurement Organization

- Direct vendor management organization responsible for all vendor selection, vendor performance management, creation and management of contract for all of IT initiatives at Hasbro
- Lead multi-million-dollar contract negotiations and management including tracking portfolio of vendor relationships and software licenses and savings

Staples, INC., Framingham, MA (multiple positions held)

July 1997 – August 2016

Director, IT – Warehouse Management Systems

May 2013 – August 2016

- Directed a technical team of 60+ direct and indirect associates who were responsible for the project management, design, development, implementation and support of Staples' North American fulfillment and distribution warehouse management systems.
- Strategized and executed budgets with Supply Chain executive leadership for P&L and vendor contract development and execution.
- Led the implementation of the first six of 37 Manhattan Associates warehouse management system upgrades from PkMS to WMOS (open systems), inclusive of vendor management, all associated technical infrastructure, applications, business processes and strategies.
- Assumed responsibility for, repositioned and managed \$12+mm WM upgrade budget to achieve building one implementation on time and on budget. Positioned organization for rollout of remaining buildings.
- Transformed department through reorganization and outsourcing of technical and management staff resulting in 30% reduction in G&A costs while improving support and productivity capabilities.

- Funded the future by delivering 60% of functional capabilities to add business value in less than 6 months.
- Prioritized, established and maintained individual and team development.
- Consistently ranked as a top performer amongst peers in annual performance evaluations and promoted several times throughout Staples career.

Manager, Fulfillment Systems Integration

November 2010 – May 2013

- Responsible for the overall management of the Fulfillment Systems Support Project Management team, ensuring that Fulfillment Systems projects were managed and implemented in compliance within established policies, completed on time and on budget with no deterioration in customer service.
- Merged relationships with premier supply chain vendors and systems, including multiple integrations with Vocollect Voice, Motorola RF, Intelligrated and Dematic Conveyor, Kiva Systems Goods to Person, Wynright Pick to Light and several others

Sr. Manager, Retail Distribution Process/Systems

December 2008 – November 2010

- Successfully coordinated resources and integrated technology enhancements and process improvements to streamline distribution operations, maximize associate productivity, reduce costs, and attain optimal levels of efficiency, profitability, and performance.
- Developed & managed over \$2 million in capital expenditures for projects and initiatives. I was instrumental in meeting large-scale objectives for business challenges through innovative solutions. I demonstrated outstanding instructional, presentation, and motivational skills. These skills were complemented by collaborative spirit, professionalism, and proven ability to blend analytical, interpersonal, and technological strengths.
- Utilized advanced distribution methods, supply-chain management, engineered standards, voice technology, RF networks, inventory control, pick-to-light technology, vendor selection, procurement policies, quality standards, and staff development.

Sr. Manager, Supply Chain & Logistics Operations (NRC)

March 2007 – December 2008

- Responsibilities encompassed coordinating the entire supply chain and distribution network supporting Staples' NRC division, a fulfillment network that serviced over 2,500 Staples stores within grocery stores and five college bookstores.
- Partnered with all groups within the supply chain, including inventory, transportation, loss prevention and account management and was focused on all logistics necessary to deliver to end customers' transship warehouse, private warehouse or individual store.
- Additional responsibilities include process improvement, capacity/labor management and promotional season planning and management.

Sr. I.S. Manager, Retail Distribution Systems

September 2001 – March 2007

- Implemented and supported warehouse management hardware and software for a multi-platform, multi-site, high volume distribution network.
- Hired, trained, developed, and lead an eleven person technical team servicing over 2,500 associates across six regional distribution centers and the home office.
- Managed all small and large scale projects associated with the support and process improvements in the facilities, while partnering with multiple vendors on projects, hardware and software procurement in doing so.
- Assisted on the build on the build out and go live support of Staples' UK Retail Distribution network.

I.S. Manager, Retail Distribution Systems, October 1999 – February 2001

Principal Programmer Analyst, September 1998 – October 1999

Senior Programmer Analyst, July 1997 – September 1998

PRICEWATERHOUSECOOPERS, LLC (PWC)

February 2001 – September 2001

Senior Management Consultant

- Managed multiple consultants and client team members on the configuration of top tier warehouse management software at multiple project sites for a Fortune 500 retailer.
- Partnered with the clients vendors for the successful implementations of hardware and software.
- Configured optimal solutions for warehouse operations using detailed knowledge of WMS package capabilities. Solutions focused on inventory management, distribution, order management and labor management.
- Translated client's unique business requirements, enhancement requests, and application objectives into functional software customizations.
- Defined resource requirements and developed work plans for extended project phases.
- Communicated progress to team members, overall project manager, and client management team.

STAR MARKETS (AMERICAN STORES), Norwood, MA

April 1991 – July 1997

WMS Project Lead and Various Operations Management Roles

- Responsible for system setup, training, procedures writing, communication and planning with Dallas/EXE project manager, support of and installation of the WMS project at Star's Grocery and Perishable Distribution Center.
- Promoted six times in various capacities including roles in distribution operations management and supply chain operations.

EDUCATION

NORTHEASTERN UNIVERSITY – Boston, MA

Bachelors of Science, Business Administration, 1993

Specialization in Entrepreneurship and Small Business Management

ACTIVITIES

- Cathy-Gayle Memorial Fund – President, Board of Directors 2003-Present
- Tri Valley Youth Hockey, Board of Directors - Ice Director 2006-2007
- Medway Youth Baseball Coach 2004-2008
- American Cancer Society-Relay for Life Volunteer 2001-2009

AGENDA ITEM

#4

Authorization to Expend Grant Funds: Massachusetts Electric Vehicle Incentive Program (MassEVIP) Public Access Charging (PAC) Grant - \$9,440

Associated back up materials attached:

- *Notice of Grant Award Form*
- *Memo from Stephanie Carlisle*
- *Award notification letter*
- *Agreement*

Proposed Motion:

I move that the Board authorize the expenditure of the MassEVIP PAC grant and authorize the Chair to execute the agreement as presented.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Department of Public Works DATE: 1/31/2024

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Stephanie Carlisle

NAME OF GRANT: Massachusetts Electric Vehicle Infrastructure Program (MassEVIP) Public
Access Charging Grant (PAC)

GRANTOR: Massachusetts Department of Environmental Protection (MassDEP)

GRANT AMOUNT: \$9,440

GRANT PERIOD: 6 months from the time MassDEP signs the contract

SCOPE OF GRANT/
ITEMS FUNDED Purchase of a level II dual port Charge Point EV charging station for the
Police Department.

IS A POSITION BEING
CREATED: No.

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? n/a

ARE MATCHING TOWN
FUNDS REQUIRED? No.

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
n/a

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:
n/a

ANY OTHER EXPOSURE TO TOWN?

The DPW is working with Eversource for the connection to the transformer on site,
the conduit, wiring, etc. through their "Make Ready Program." The town will need to
provide funds for signage, line painting, and the network license for the charging
station when it is activated.

SELECT BOARD: _____

ACTION DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL
TO THE TOWN MANAGER'S OFFICE FOR APPROVAL BY THE SB TO EXPEND
THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT MGL 44 S53A**

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

Medway DPW Office
45B Holliston Street
Medway, MA 02053
Phone (508) 533-3275
dpw@townofmedway.org

DPW Director
Peter Pelletier

January 31, 2024

RE: Electric Vehicle (EV) Charging Station for Medway Police Department

Dear Select Board,

The Medway Police Department demonstrated their commitment to “greening” their fleet by purchasing their first hybrid and plug-in EV in the summer of 2023. The DPW and the Police Department partnered to secure grant funding for the charging station equipment and infrastructure required for the plug-in EV.

The Town was awarded the Massachusetts Electric Vehicle Incentive Program (MassEVIP) Public Access Charging (PAC) grant in the amount of \$9,440. This grant will cover the cost of the EV charging station equipment. This site is conducive to the requirements of the MassEVIP PAC grant because the Police Station operates 24/7 and is available to the public, and one of the charging station parking spaces will be ADA accessible. (The layout for the charging station is on the following page).

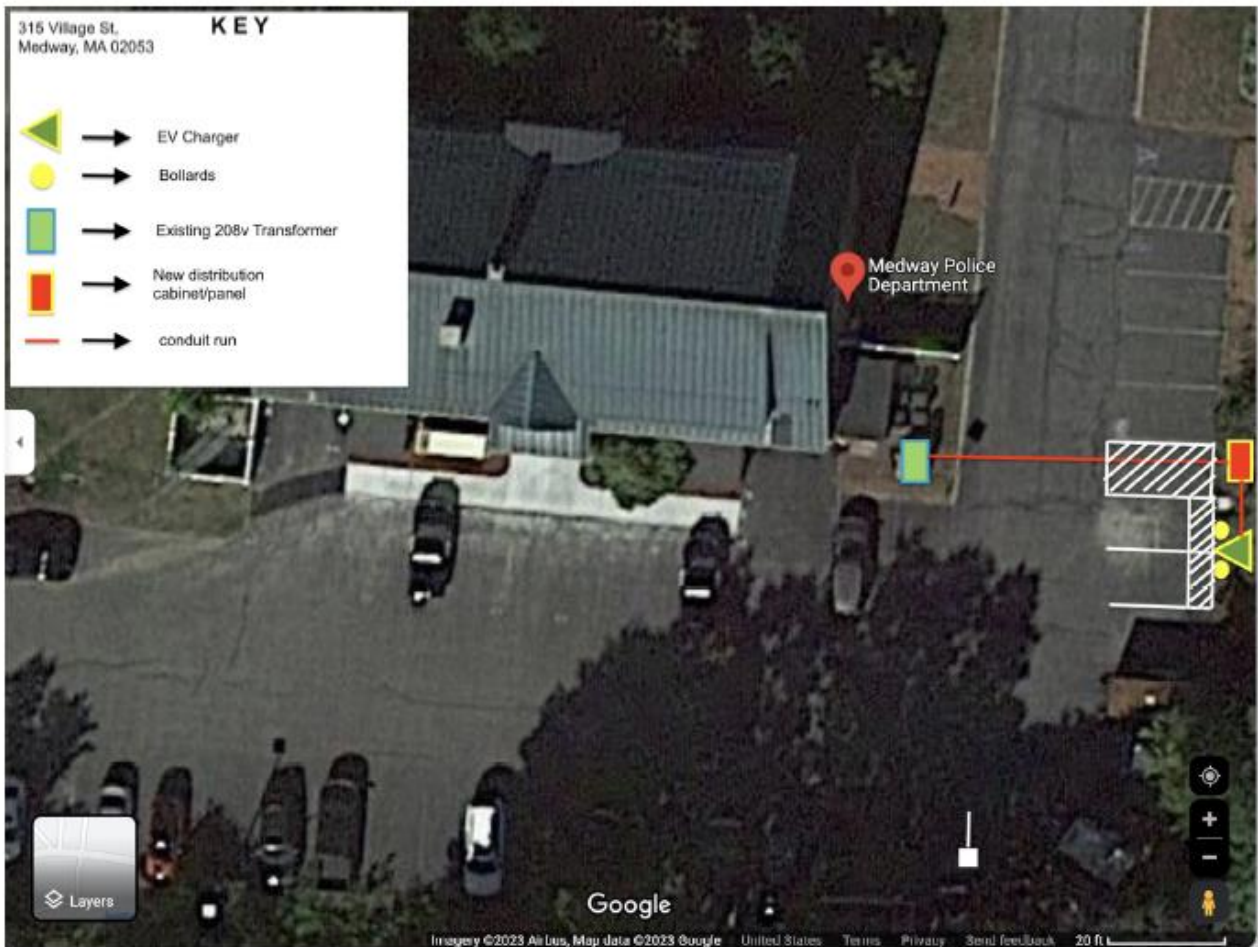
Tonight, I am here to request your acceptance of the MassEVIP Public Access Charging grant, authorize the Town Manager to execute the MassEVIP PAC contract with the MassDEP and authorize the ADA compliance document.

Within the next few weeks, I will have the service agreement with Voltrek, the vendor installing the charging station, as well as the contract with Eversource for the Make Ready portion of this project.

Thank you for your consideration.

Sincerely,

Stephanie Carlisle
Sustainability Coordinator





Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

January 23, 2024

Town of Medway
155 Village Street
Medway, MA 02053

Dear Stephanie Carlisle,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that Town of Medway (Grantee) has been awarded a grant of \$9,440.00 to acquire one electric vehicle charging station(s) under the Massachusetts Electric Vehicle Incentive Program (MassEVIP) Public Access Charging (PAC) Program at the following location(s):

- An amount not to exceed \$9,440.00 for two ports at 315 Village Street, Medway, MA.

You will need to sign and return the contract documents that require signatures within **30** business days of receipt. The Grantee is authorized to proceed with the acquisition of the EV charging station(s) with the receipt of this approval letter. The contract documents include:

- *End User Agreement*, **to be signed** by an authorized signatory
- ADA Acknowledgement form, **to be signed** by an authorized signatory

Please email scanned copies of documents requiring signatures to
MassEVIP.MassDEP@mass.gov.

MassDEP will execute the *End User Agreement* and email you a scanned copy for your records.

You have up to 6 months from the contract documents' execution date to make the EV charging stations operational. You have up to 60 days from the date the EV charging stations are operational to request payment by completing and submitting the *Payment Request Form* and required attachments. MassDEP will not authorize the payment until receiving a complete *Payment Request Form* and required attachments. Required attachments can include:

- Final invoices for EV charging stations with line items for individual EV charging station costs.
- Final invoices for EV charging stations installation costs.
- Photographs of installed EV charging stations. Pictures should clearly show parking spaces, ADA accessible EV parking spaces and EV designated signage.

Please email scanned copies of the of documents requiring signatures to:
MassEVIP.MassDEP@mass.gov.

You may begin to move forward with your project, however, grant funding is not guaranteed until there is a fully executed contract, signed by both you and MassDEP. You may order equipment or hire a contractor but will not be reimbursed for any equipment delivered or work conducted before the effective date (i.e., the date of MassDEP's signature) on the contract.

Any work begun prior to a fully executed contract will be performed at your own risk.

The state's fiscal year (FY) begins on July 1st and ends on June 30th. Payment requests for any equipment that was delivered and/or installation work that occurred on or before June 30th must be submitted for payment no later than July 15th for payment to be processed - even if the entire project is not yet complete and the EV charging station is not yet operational.


No payment for equipment delivered or installation work completed through June 30 can be made if the payment request is received after July 15. All payments will be made directly to the grantee.

As of January 1, 2023, Level 1 and Level 2 AC (not DC) electric vehicle supply equipment (EVSE) sold and installed in Massachusetts must comply with the Energy Star energy efficiency standards and be listed in the [State Appliance Standards Database \(SASD\)](#). If at any point you want to change your current approved equipment, be sure that your new equipment is also listed in the SASD.

On behalf of Commissioner Bonnie Heiple, I want to congratulate Town of Medway for taking this important step towards making Massachusetts a leader in deploying electric vehicle charging equipment and helping the Commonwealth achieve its ambitious climate goals.

If you have any questions or comments regarding MassEVIP or the awarded grant, please contact us at MassEVIP.MassDEP@mass.gov.

Sincerely,



Christine Kirby
Assistant Commissioner
Bureau of Air and Waste

Attachments: *End-User Agreement*
ADA Acknowledgement Form

**COMMONWEALTH OF MASSACHUSETTS
AGREEMENT BETWEEN MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND TOWN OF MEDWAY**

The Massachusetts Electric Vehicle Incentive Program (MassEVIP) Public Access Charging (PAC) program is funded through various sources including, but not limited to, the Climate Protection and Mitigation Expendable Trust (CMT), the Energy Demand Reduction Program Trust, and the Natural Resource Damages Trust. These funds support programs or projects that reduce greenhouse gas emissions to mitigate the impacts of climate change, to support adaptation to the impacts of climate change, reduce energy demand and for the administration of the program.

This Agreement is entered into by the Commonwealth of Massachusetts, acting through MassDEP, and Town of Medway (Grantee) for the purpose of reducing NOx and greenhouse gas emissions in Massachusetts, and to electrify the Massachusetts transportation network., MassDEP is charged with the implementation of and oversight for the MassEVIP PAC Program. Through MassEVIP PAC, \$9,440.00 shall be allocated to Grantee for the procurement and deployment of one Level 2 MassEVIP-funded electric vehicle (EV) charging station(s) (“EV charging station(s)”), two ports. The funding consists of:

- An amount to not exceed \$9,440.00 for two ports at 315 Village Street, Medway, MA.

Terms and Conditions

1. Agreement Duration/Timeline

- a) Grantee has up to 6 months after the effective date of this Agreement to make the EV charging station(s) operational.
- b) If Grantee wishes to make any changes to the information provided in Grantee's application regarding the EV charging station(s), Grantee shall notify MassDEP in writing and receive written approval from MassDEP prior to execution of any amended purchase agreement with the vendor(s) for the EV charging station(s).
- c) Grantee shall request MassDEP's approval of any extension of the 6 month timeframe by notifying MassDEP in writing at least 7 days prior to the end of the 6 month timeframe if the EV charging station(s) will not be operational within 6 months following the effective date of this Agreement. Grantee shall include documentation in any such request to show the reason for the delay, the efforts made by Grantee to avoid the delay, and a timeline by which the EV charging station(s) will be in service. Grantee's request for an extension will not be deemed granted unless approved in writing by MassDEP.
- d) Grantee shall operate and maintain the EV charging station(s) for a minimum of 3 full consecutive years following the date the EV charging station(s) are operational.

2. Hardware and Location Requirements

- a) Grantee shall install EV charging station(s) that:
 - i. are hard-wired Level 2 EV charging station(s);
 - ii. are UL listed (certified to Underwriters Laboratories, Inc. standards);
 - iii. for AC charging stations only, are Energy Star certified or certifiable in compliance with 225 CMR 9.00, the Massachusetts Appliance Energy-Efficiency Standards, Testing and Certification Program and are listed in the [State Appliance Standards Database](#);
 - iv. can charge EVs produced by multiple manufacturers;
 - v. for charging stations that are equipped to accept payment, enable the payment option for all EV drivers without restrictions based on network membership or subscription (e.g., allow credit card payment without login); and
 - vi. are new installations, and not ordered until after an approval letter is received from MassDEP.
- b) Grantee shall allow practical access to, and use of, EV charging station(s) by the general public for 24 hours per day, 7 days per week, at the location indicated in this Agreement. If the location has some access restrictions, the hours of access can be reduced, but not below a minimum of 12 hours per day, 7 days per week, as documented in writing. Upon request by MassDEP, Grantee shall provide such written documentation. For example, charging station(s) must not be in a parking area otherwise reserved only for specific users.
- c) Grantee shall have evidence of ownership of the location identified in application or evidence that installation is allowed on the property (e.g., written permission of owner and/or pertinent language in lease, license agreement, or easement, etc.), and provide such evidence to MassDEP upon request.
- d) The location at which the EV charging station(s) are installed shall be non-residential.

3. EV Charging Station Costs

- a) The grant amount listed on the first page of this Agreement will cover 100% of the cost of the EV charging station(s), including:
 - i. a console wired into the electrical supply;
 - ii. a cable and connector to plug into the EV;
 - iii. cable management strategy (e.g., coil, retractable, etc.);
 - iv. mounting hardware, either pedestal or wall (Pedestal: hard-wired to a permanent pole or box. Wall: hard-wired to a wall and typically includes a mounting plate.);
 - v. separate payment module; and
 - vi. shipping/freight for covered costs.
- b) Only for locations where MassEVIP will fund infrastructure installation costs, the grant amount listed on the first page of this Agreement will cover 100% of the cost of the EV charging station(s) up to \$50,000 per address, including the items listed in Paragraph 3(a) above and
 - i. upgrading the electrical supply;
 - ii. construction costs related to installation (including accessible ADA EV parking space); and
 - iii. signage and pavement painting.
- c) Grantee shall provide funds, either directly from Grantee or another source, to cover the remaining cost of the EV charging station(s), all the installation costs, and operating and maintenance costs for a minimum of 3 full consecutive years after EV charging station(s) is operational.
- d) Costs not covered include:
 - i. shipping/freight for items not included in Paragraph 3.a) or Paragraph 3.b) above as applicable;
 - ii. land/parking space purchase or lease;
 - iii. software subscription;
 - iv. warranty;
 - v. taxes;
 - vi. internet connection or cell signal;
 - vii. planning or permitting for the project;
 - viii. bollards, curbs, wheel stops, setbacks, bumper guards;
 - ix. electricity consumption and demand charges;
 - x. preventative and corrective maintenance on EV charging station(s); and
 - xi. any other costs not listed in Paragraph 3.a) or Paragraph 3.b) above as applicable.
- e) Funding from multiple MassDEP EVIP programs cannot be combined for a single EV charging station.
- f) Funding from MassDEP EVIP programs cannot be combined with grants from the Massachusetts Green Communities Division for a single EV charging station and installation.
- g) MassEVIP grant combined with funding from other sources shall not exceed 100% of the cost paid for the EV charging station(s).

4. EV Charging Station Parking Requirements

- a) For each port installed, one parking space shall be designated for plug-in EV use only and marked clearly through visible signage, examples of which are provided in Attachment B.

- Grantee shall actively enforce this requirement. Grantee is encouraged to paint the pavement of the parking area to indicate the parking space is designated for plug-in EVs.
- b) The parking space(s) and EV charging station(s) shall be located such that the connector from each EV charging station can easily reach a plug-in EV parked in the associated parking space.
 - c) Starting at the entrance of the parking area, directional signage to the EV charging station location(s) shall be installed.
 - d) The EV charging station location(s) shall be designed to protect the EV charging station(s) from physical damage. Such protective measures may include curbs, wheel stops, setbacks, bumper guards, and bollards.
 - e) The EV charging station(s) parking space(s) and area around the EV charging station(s) shall be maintained for a minimum of 3 full consecutive years following the date the EV charging station(s) are operational, including, without limitation, painting, signage, snow removal and general cleaning.
 - f) Grantees required to provide handicapped parking spaces in their parking area in compliance with the 1991 or 2010 Americans with Disabilities Act (ADA) Architectural Design Standards and/or the rules and regulations of the Massachusetts Architectural Access Board (521 CMR) shall have at least 5% of the site's EV charging spaces, but not less than one such space, be accessible to persons with disabilities. If 5% calculates to a fraction, round the value up to the next whole number. This requirement is per parking area and is based on the total of new and existing EV charging spaces. Accessible EV charging spaces funded by MassDEP may be used by any driver of a plug-in vehicle and shall not be reserved only for persons with disabilities. Items purchased and architectural changes made shall comply with the [Massachusetts Architectural Access Board's \(MAAB\) rules and regulations \(521 CMR\)](#) and/or the [2010 ADA Architectural Design Standards](#). MassDEP has provided guidelines on meeting the MAAB rules & regulations and the ADA standards in the [MassEVIP Public Access Charging Program Requirements](#) document.

5. Payment Requests

Grantee shall submit the *Payment Request Form* no later than 60 days after the date the EV charging station(s) are operational. In general, payment should be requested one time, after the charging station(s) are operational and all required signage and pavement marking is complete, but Grantee may need to submit a Payment Request Form before the charging station(s) are operational due to a Massachusetts State Fiscal Year (FY) deadline. The Massachusetts State FY is from July 1st to June 30th and Grantee shall submit the Payment Request Form no later than July 15th following the end of the FY in which equipment was delivered and/or installation work occurred even if the EV charging station(s) are not yet operational. No payment for equipment delivered or installation work completed through June 30 can be made if the payment request is received after July 15. The grant payment will be based on the final invoice(s) for the EV charging station(s) and installation, as applicable, submitted by Grantee. The grant payment may be less than the total grant amount listed on page 1 of this Agreement and will not exceed the per street address grant amount listed on page 1 of this Agreement. MassDEP reserves the right to refuse payment if Grantee fails to submit timely documentation. Grantee may submit multiple payment requests if receiving a grant for multiple

EV charging stations and the EV charging stations become operational at different times.

Information required by *Payment Request Form* includes, without limitation:

- a) the dollar amount that is the subject of the payment request for the EV charging station(s) and infrastructure installation costs, if applicable;
- b) detailed cost invoices for the EV charging station(s) and infrastructure installation costs, if applicable, that are the subject of the Payment Request;
- c) photographs of all installed and operational EV charging station(s) that are the subject of the Payment Request, if applicable;
- d) date(s) when EV charging station(s) were operational, if applicable;
- e) photographs of relevant signage and pavement markings, if applicable; and
- f) address where payment should be mailed.

When a *Payment Request Form* is submitted before an EV charging station is operational, Grantee shall provide photographs of the installed station(s) once operational as well as photographs of the relevant signage and pavement markings. All required photographs shall be submitted within 60 days after the charging station(s) are operational.

Grantee agrees to provide MassDEP with any additional information requested by MassDEP as may be necessary to support a funding request.

If Grantee is subject to state public contracting laws, Grantee shall include with any payment request the following certification, "I hereby certify under the pains and penalties of perjury that Grantee has complied with all laws, regulations and other requirements applicable to the procurement and acquisition of the EV charging station(s) that are the subject of this Payment Request."

6. Promotion of EV Charging Station(s)

- a) Grantee agrees to promote the EV charging station(s) to the general public via various marketing strategies throughout the minimum period of 3 full consecutive years specified in Paragraph 1. Availability of Public Access Charging shall be made known to the general public through various strategies that may include but are not limited to: Ride and Drive events, education on the proper operation of the EV charging station(s), flyers, internal/external newsletters and webpages, etc. Grantee shall provide proof of such promotion to MassDEP upon request.
- b) EV charging station(s) shall be registered on the United States Department of Energy's (DOE) Alternative Fuels Data Center Station Locator http://www.afdc.energy.gov/fuels/electricity_locations.html. Grantees are also encouraged to submit the location to other EV charging websites such as www.PlugShare.com.
- c) Grantee is encouraged to conduct an EV "Ride and Drive" event at its location to provide consumers with the opportunity to test drive EVs and to also demonstrate how EVs function like traditional vehicles, and can reduce oil consumption, pollution, and fuel and maintenance expenses. Grantee is encouraged to utilize the following on-line resource when conducting a Ride and Drive event: <https://driveelectricweek.org/resources.php>.

7. Insurance Coverage for EV Charging Station(s)

Adequate property and casualty insurance coverage for each EV charging station shall be provided by Grantee through third party coverage or self-insurance. Grantee shall provide proof of such coverage to MassDEP upon request.

8. Training on the Operation and Maintenance of EV Charging Station(s)

Upon installation of the EV charging station(s), Grantee agrees to require all pertinent personnel to attend a training session on the operation and maintenance of the equipment.

9. MassDEP Verification of EV Charging Station(s)

Grantee agrees to allow MassDEP access to the EV charging station(s) during normal business hours to verify the installation, maintenance, and use of the EV charging station(s).

10. Data Reporting and Recordkeeping Requirements

For a minimum of 3 full consecutive years after the EV charging station(s) are operational, Grantee shall collect data on the operation, maintenance, and usage, e.g., hours of use, number of sessions, number of unique users, kilowatt hours charged, downtime, and maintenance costs, if available. Upon request by MassDEP and within a reasonable time, Grantee shall prepare and submit such data or records to MassDEP, in a format specified by MassDEP.

11. EV Charging Station(s) and Electrical Infrastructure Maintenance Requirements

Grantee shall maintain the EV charging station(s) and land-based electrical infrastructure in order to provide proper electrical supply for the operation of the EV charging station(s) for the duration of the 3 full consecutive year in-service period. Grantee shall maintain such EV charging station(s) and infrastructure in accordance with the manufacturer's recommended procedures and specifications and agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty. If the electrical infrastructure fails such that proper electrical supply required for the operation of the EV charging station(s) is not provided, Grantee shall contact either the vendor that performed the installation of the EV charging station(s), if such vendor also performed work on the electrical infrastructure, or another vendor/electrician of Grantee's choice. Grantee shall ensure that all necessary repairs to EV charging station(s), electrical infrastructure and electrical supply are completed within 14 calendar days of Grantee having knowledge of failure. Grantee shall keep records of its maintenance efforts and will make those records available to MassDEP upon request.

12. Noncompliance

In the event Grantee fails to comply with any requirements in this Agreement, the Commonwealth of Massachusetts and MassDEP shall, without limitation, have the right to require Grantee to return all or a portion of the CMT Funds, such portion to be calculated *pro rata* based on the remaining portion of the required 3 full consecutive year in-service period.

The provisions of this paragraph shall in no way be construed to limit or prohibit the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable right, remedy, action or claim available under applicable federal or state laws and regulations for the failure of Grantee to meet any of its obligations under this Agreement.

13. Notices, Submissions and Requests

Except as otherwise provided in this Agreement, all notices, submissions, and requests by Grantee shall be sent to MassEVIP.MassDEP@mass.gov.

14. Effective Date

The “Effective Date” of this Agreement is the date MassDEP signs this Agreement. The sequence of signing will be Grantee followed by MassDEP.

15. Transfer

Grantee agrees that it may not transfer the EV charging station(s), except as follows. In the event of an unforeseen circumstance that requires Grantee to transfer ownership of one or more EV charging station(s), Grantee may request written pre-approval from MassDEP to transfer such ownership. The decision to approve such a request shall be in MassDEP’s sole and exclusive discretion, and Grantee shall provide MassDEP with all requested information and comply with all conditions imposed by MassDEP in connection with such approval. The Commonwealth of Massachusetts and MassDEP reserve all of their rights, remedies, actions and claims available under state and federal laws and regulations in the event of any inaccurate, misleading or fraudulent information provided by Grantee in connection with a request hereunder.

By accepting the grant funding, Grantee expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions. Grantee agrees that, from time to time as deemed necessary by MassDEP, to effectuate the goals and purposes of MassEVIP, MassDEP and Grantee shall amend this Agreement.

If signing electronically, I understand and agree that I will be held as legally bound, obligated, and responsible for the use of my electronic signature as I would be using my hand-written signature.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

TOWN OF MEDWAY

By:

Date:

Print Name:

Print Title:

COMMONWEALTH OF MASSACHUSETTS

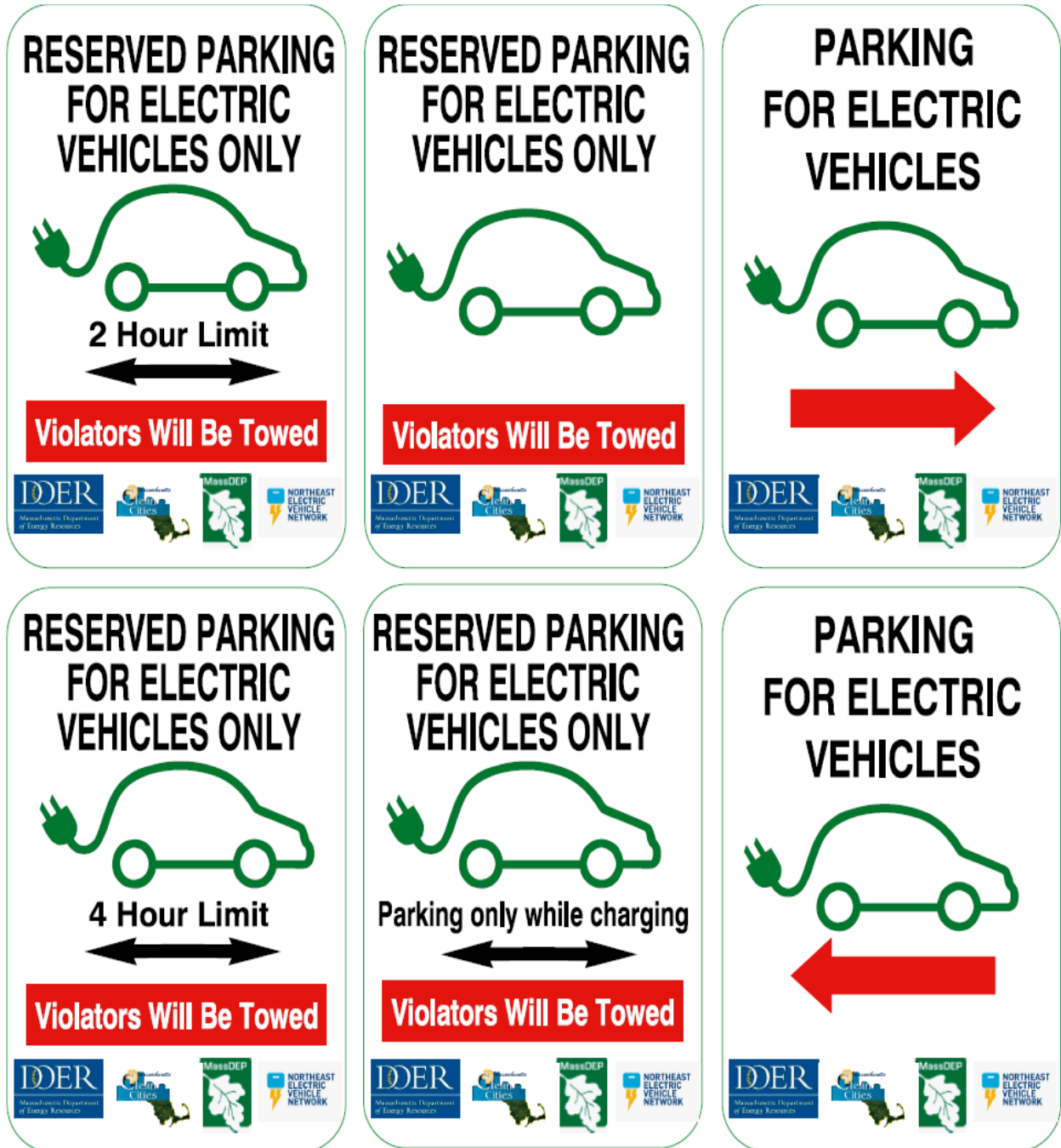
By:

Date:

Glenn Keith, Director, Division of Air and Climate Programs
Massachusetts Department of Environmental Protection

Attachment A

Example Parking Signage



AGENDA ITEM

#5

**Approval: Water Treatment Plant
Contract Change Order Number 11 for
Ductbank Rerouting - \$92,308.17**

Associated back up materials attached:

- *Change order 11*

Proposed Motion:

I move that the Board approve and authorize the Chair to execute the water treatment plant change order number 11 as discussed.



January 22, 2024

Peter Pelletier, DPW Director
Town of Medway
45B Holliston St.
Medway, MA 02053

**RE: Medway, MA – Populatic Water Treatment Plant and Garage Facility
Walsh Construction Company – Change Order No. 11**

Dear Pete:

As Owner’s Project Manager for the Medway Populatic WTP and Garage Facilities, we have reviewed the following Walsh Construction Company’s Change Order No. 11 dated January 12, 2024

These are the eleventh change order under the Construction contract with the Town.

Description	Change Order Number	Contract Amount	Change Order Amount	New Contract Amount
A-Construction	11	\$20,847,025.65	\$92,308.17	\$20,939,333.82
Net Contract Change:				\$92,308.17

We recommend processing Change Order No. 11 for the increased total amount of \$92,308.17. Total contract change due to change orders is a net increase of \$309,558.82 to date, equal to 1.51% of the total construction cost.

Sincerely,

Environmental Partners Group, LLC.
Keith Black, PE
Senior Project Engineer
C: 508-345-9509
E: ksb@envpartners.com

CC: Barry Smith, Water & Sewer Superintendent

SECTION 00842CHANGE ORDERNo. 11Date of Issuance: 01/12/2024

Effective Date: _____

Project: Populatic Water Treatment Plant	Owner: Town of Medway	Owner's Contract No.:
Contract: Populatic Water Treatment Plant		Date of Contract: June 1, 2022
Contractor: Walsh Construction Company		Engineer's Project No.: 20600

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Refer to attached PCOs for additional information.

PCO 13A – Ductbank Rerouting Package – \$116,840.97 – Extra

Associated with RFI 75 (Utility Pole), which involves providing communications conduits to pole UP-80-4 located near house #15, and RFI 126 (Duct Bank Rerouting at Valves Outside of Garage), and RFI 126A (Duct Bank Rerouting), which involve rerouting of communications duct bank in new duct bank E2-E2 and rerouting duct banks around the two gate valve stems outside of the garage bays. Includes material, labor, and equipment costs for installing the duct bank (concrete, reinforcing, conduit, and backfilling) and restoration of existing areas that have been worked.

Note: Wright-Pierce has recommended a cost below what Walsh has proposed in this change order, which removed costs associated with rework including backfilling and re-excavation of the area around the gate valves. It is Wright-Pierce opinion that this re-work could have been avoided with proper coordination in the field and therefore the rework should be at no additional cost to the Owner.

PCO-21 – Rigid Conduit Transitions Credit - \$(24,532.80) – Credit

Associated with RFI-99 (Duct Bank RGS/PVC Transition), which involves replacing rigid steel (RGS) conduit to PVC conduit for some conduit runs due to the change in duct bank elevations entering the building as described in the RFI. Credit includes cost-savings for the rigid steel conduit transitions.

Attachments: (List documents supporting change):

PCO-13A – Ductbank Rerouting Package

PCO-21 – Rigid Conduit Transitions Credit

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price:		Original Contract Times: Working days <input checked="" type="checkbox"/> Calendar days	
		Substantial completion (days or date): <u>4/1/2024 (670 days)</u>	
<u>\$20,629,775.00</u>		Ready for final payment (days or date): <u>5/31/2024 (730 days)</u>	
<u>Increase</u> from previously approved Change Order No. 1 through No. 9:		<u>No change</u> from previously approved Change Order No. 1 through No. 9:	
		Substantial completion (days): <u>0 days (no change)</u>	
<u>\$217,250.65</u>		Ready for final payment (days): <u>0 days (no change)</u>	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
		Substantial completion (days or date): <u>4/1/2024 (670 days)</u>	
<u>\$20,847,025.65</u>		Ready for final payment (days or date): <u>5/31/2024 (730 days)</u>	
<u>Increase</u> of this Change Order:		Increase/Decrease this from this Change Order:	
		Substantial completion (days or date): <u>0 days (no change)</u>	
<u>\$92,308.17</u>		Ready for final payment (days or date): <u>0 days (no change)</u>	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
		Substantial completion (days or date): <u>4/1/2024 (670 days)</u>	
<u>\$20,939,333.82</u>		Ready for final payment (days or date): <u>5/31/2024 (730 days)</u>	

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>01/12/2024</u>	Date: _____	Date: <u>1/12/2024</u>

By: 

Owner's Project Manager (Authorized Signature)

Date: 1/19/2024

APPROVED: _____ Date: _____

Town of Medway (Authorized Signature)



WP Final Mark-Up

Recommended
for Approval

12-18-2023

10-03-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-213

RE: WCOR-013A - Ductbank Rerouting Rev 1

Dear Mr. Cray:

Please see the attached revised detailed cost proposal for the changes associated with RFI-075, RFI126, and RFI126A. The cost for re-routing communications duct bank in new duct bank E2-E2 and the re-routing of the duct banks around the two gate valve stems in front of the garage bays is ~~\$126,480.80~~ **\$116,840.97**

WPCO-013A has been established for tracking all costs and impacts associated with this change. Please confirm this proposal is acceptable and we can move forward with the work associated. We are available at your earliest convenience to discuss this in detail. If you have any questions please do not hesitate to reach out.

Attachments:

WPCO-013A Added Duct Bank and Valve Conflict Cost Proposal

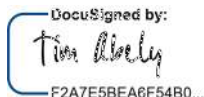
Certified Payroll

United Rentals Cost Breakdown

Marguerite Cost Breakdown

Wayne J. Griffin Electric Cost Breakdown

Sincerely:

DocuSigned by:

F2A7E5BEA6F54B0...

Timothy Abely

Walsh Construction Company II, LLC

COPIES TO:
Project File

Walsh Construction Company
100 River Ridge Drive
Norwood, MA 02062

Change Order Request Cost
Breakdown

Medway Populatic WTP
Contract #: 20600A
10/3/2023

WCOR-013A

Added Duct Bank to E2-E2 and Gate Valve impacts



Walsh Construction

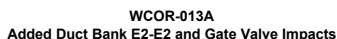
Description	Cost
Added Duct Bank to E2-E2 and Gate Valve impacts	\$126,480.80

\$116,840.97

Total	\$126,480.80
--------------	--------------------------------

\$116,840.97

This change order request is a result of RFI-075, RFI-126 and RFI-126A regarding re-routing communications ductbank in new ductbank E2-E2 and the rerouting of the ductbanks around the two gate valves stems in front of the garage bays. When RFI-126A was issued, the ductbank were partly installed as shown on sheet C-5. As a result the ductbank work needed to stop and be backfilled to allow the mason to progress while the solution to the valve conflict was determined. The area will be excavated again to chipped back non excavatable flowable fill to install the handholes to re-route the ductbanks around the valve stems. This change order includes the cost of the material, labor, and equipment for installing the duct bank complete with concrete, reinforcing, conduit, and backfilling as well as restoring worked areas to existing conditions. Please confirm this proposal is acceptable.


$$347 - 28 = 319$$

12 TOTAL COST

\$116,840.97

Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract

PARENT ITEM = 40000000

Description = CHANGE ORDERS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 40000000:

BID ITEM = 40000400

Description = CO Ductbanks Aug 2023 Land Item Unit = SCHEDULE: 1 100 LS Takeoff Quan: 1.000 Engr Quan: 0.000

40000400-015 Strip Topsoil & dispose Quan: 2.80 CY Hrs/Shft: 8.00 Cal: 40 WC: MA6217 **Unreviewed

19' x (6' trench + 2' = 8') x 0.6' thick = 2.8 CY

LAB3	(Mod) Bull Labor Crew	1.00	CH	Prod:	1.0000 CH	Lab Pcs:	4.00	Eqp Pcs:	0.00
5CO1TRUCK	CO#1 - Dump Truck	1.00	HR	125.000		125			125
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	HR	35.130			35		35
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	HR	50.250			50		50
LABF	Labor Foreman	1.00	MH	45.000	82				82
LABJ	Labor Journeyman	2.00	MH	36.590	144				144
OPG1	Opr Grp 1 (Gen Exc)	1.00	MH	53.900	97				97
\$533.58	1.4285 MH/CY	4.00	MH	[61.457]	323	125	85		534

~~40000400-018 Backfill Duct Conflict area (previous wo Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 40 WC: MA6217 **Unreviewed~~

~~once the duct conflict was identified, the area was backfilled as not to impact the mason.
1 shift to backfill, and 1 shift to excavate to original grades~~

LAB3	(Mod) Bull Labor Crew	16.00	CH	Prod:	16.0000 CH	Lab Pcs:	4.00	Eqp Pcs:	0.00
5CO1TRUCK	CO#1 - Dump Truck	1.00	HR	125.000		2,000			2,000
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	HR	35.130			562		562
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	HR	50.250			804		804
LABF	Labor Foreman	1.00	MH	45.000	1,314				1,314
LABJ	Labor Journeyman	2.00	MH	36.590	2,309				2,309
OPG1	Opr Grp 1 (Gen Exc)	1.00	MH	53.900	1,549				1,549
\$8,537.44	64.0000 MH/LS	64.00	MH	[2753.28]	5,171	2,000	1,366		8,537

40000400-020 Excavate Trench Duct E2-E2 Quan: 146.00 CY Hrs/Shft: 8.00 Cal: 40 WC: MA6217 **Unreviewed

cut depth: 30" cover + 12" concrete + 6" sand = 48" = 4.0' ht
164 LF x 4' ht x 6' wide = 146 CY
cast aside for reuse as backfill

Caution crossing Water Street with the existing utilities

LAB3	(Mod) Bull Labor Crew	29.20	CH	Prod:	5.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	0.00
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	HR	35.130			1,026		1,026
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	HR	50.250			1,467		1,467
LABF	Labor Foreman	1.00	MH	45.000	2,397				2,397
LABJ	Labor Journeyman	2.00	MH	36.590	4,213				4,213
OPG1	Opr Grp 1 (Gen Exc)	1.00	MH	53.900	2,827				2,827
\$11,930.83	0.8000 MH/CY	116.80	MH	[34.416]	9,438		2,493		11,931

40000400-025 Excavate Trench Duct B-B Quan: 34.20 CY Hrs/Shft: 8.00 Cal: 40 WC: MA6217 **Unreviewed

cut depth: 30" cover + 17" flowfill + 6" sand = 53" = 4.4 ft ht
35 LF x 4.4' ht x 6' wide = 34.2 CY
cast aside for reuse as backfill

LAB3	(Mod) Bull Labor Crew	5.70	CH	Prod:	6.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	0.00
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	HR	35.130			200		200
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	HR	50.250			286		286
LABF	Labor Foreman	1.00	MH	45.000	468				468
LABJ	Labor Journeyman	2.00	MH	36.590	822				822
OPG1	Opr Grp 1 (Gen Exc)	1.00	MH	53.900	552				552
\$2,328.96	0.6666 MH/CY	22.80	MH	[28.68]	1,842		487		2,329

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
BID ITEM = 40000400									
Description =	CO Ductbanks Aug 2023		Land Item Unit =	SCHEDULE: 1 LS	100 Takeoff Quan:		1.000	Engr Quan:	0.000
40000400-030 Excavate Trench Duct C-C									
Quan: 69.10 CY Hrs/Shft: 8.00 Cal: 40 WC: MA6217									
cut depth: 30" cover + 17" flowfill + 6" sand = 53" = 4.4' ht									
52 LF x 4.4' ht x 7' wide = 59.3 CY									
10 LF x 4.4' ht x 6' wide = 9.8 CY									
total = 62 LF = 69.1 CY									
cast aside for reuse as backfill									
LAB3	(Mod) Bull Labor Crew		11.51 CH	Prod:	6.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	0.00
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	11.52 HR	35.130			405		405
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	11.52 HR	50.250			579		579
LABF	Labor Foreman	1.00	11.52 MH	45.000	946				946
LABJ	Labor Journeyman	2.00	23.03 MH	36.590	1,662				1,662
OPG1	Opr Grp 1 (Gen Exc)	1.00	11.52 MH	53.900	1,115				1,115
\$4,706.23	0.6667 MH/CY	46.07 MH		[28.683]	3,723		984		4,706
40000400-035 Hammer Conc Flowfill to expose ducts									
Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 40 WC: MA6217									
it is not known and hard to determine how much flowfill will need to be removed to expose the existing ductbank conduits as required to connect them to the precast units.									
Assume it will be a combination of some machine work and some hand work									
LAB3	(Mod) Bull Labor Crew		40.00 CH	Prod:	40.0000 CH	Lab Pcs:	4.00	Eqp Pcs:	1.00
3DEMOST&S	Demo ST&S@106.25%	1.00	160.00 MHR	5.000		850			850
8CO1-COMPRB	=> CO#1 - Comp 185 CF	1.00	5.00 DAY	32 MHR	291.000		1,455		1,455
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	40.00 HR	1 DAY	35.130		1,405		1,405
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	40.00 HR	8 HR	50.250		2,010		2,010
8DM150	HYD HAM.1500 FT-LB(ca	1.00	40.00 HR	8 HR	12.325		493		493
LABF	Labor Foreman	1.00	40.00 MH	8 HR	45.000	3,284			3,284
LABJ	Labor Journeyman	2.00	80.00 MH	16 HR	36.590	5,772			5,772
OPG1	Opr Grp 1 (Gen Exc)	1.00	40.00 MH	8 HR	53.900	3,873			3,873
\$19,141.60	160.0000 MH/LS	160.00 MH		32 MHR	6883.2]	12,928	850	5,363	19,142
40000400-040 Set Precast HH/MH									
Quan: 3.00 EA Hrs/Shft: 8.00 Cal: 40 WC: MA6217									
1) Secondary MH = 5' x 5' x 4.5' ht OD = 6,900 LB = 6 CH									
2) Generator & EV MH = 7' x 5' x 4.5' ht OD = 8,900 LB = 6 CH									
3) Handhole at duct E2-E2 = 1 ea = 3 CH									
structures are open bottom, 6" thick walls and 6" top slab									
Furnished by Griffin, set in this item									
LAB3	(Mod) Bull Labor Crew		15.00 CH	Prod:	5.0000 HU	Lab Pcs:	4.00	Eqp Pcs:	1.00
202113	3/4" CRUSHED STONE(M	1.00	5.00 TON	17.000		85			85
8CO1-COMPRB	=> CO#1 - Comp 185 CF	1.00	2.00 DAY	291.000			582		582
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	15.00 HR	35.130			527		527
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	15.00 HR	50.250			754		754
8DM150	HYD HAM.1500 FT-LB(ca	1.00	15.00 HR	12.325			185		185
LABF	Labor Foreman	1.00	15.00 MH	45.000	1,232				1,232
LABJ	Labor Journeyman	2.00	30.00 MH	36.590	2,164				2,164
OPG1	Opr Grp 1 (Gen Exc)	1.00	15.00 MH	53.900	1,452				1,452
\$6,980.71	20.0000 MH/EA	60.00 MH		[860.4]	4,848	85	2,048		6,981
40000400-050 Sand Bedding 6" thick									
Quan: 30.00 CY Hrs/Shft: 8.00 Cal: 40 WC: MA6217									
LAB3	(Mod) Bull Labor Crew		9.25 CH	Prod:	3.2432 UH	Lab Pcs:	4.00	Eqp Pcs:	0.00
2CO1SAND	2CO1 Sand	1.00	74.00 TON	16.850	1,247				1,247
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	9.25 HR	35.130			325		325
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	9.25 HR	50.250			465		465
LABF	Labor Foreman	1.00	9.25 MH	45.000	759				759
LABJ	Labor Journeyman	2.00	18.50 MH	36.590	1,335				1,335

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 40000400										
Description =	CO Ductbanks Aug 2023		Land Item Unit =	SCHEDULE: 1 100						
OPG1	Opr Grp 1 (Gen Exc)	1.00	9.25 MH	53.900	896					896
\$5,026.38	1.2333 MH/CY		37.00 MH	[53.058]	2,990	1,247		790		5,026
40000400-100 Backfill Trench ductbank runs										
			Quan:	195.00 CY	Hrs/Shft:	8.00	Cal: 40	WC: MA6217		
<u>LAB3</u>	(Mod) Bull Labor Crew		39.00 CH	Prod:	5.0000 UH	Lab Pcs:	4.00	Eqp Pcs:		0.00
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	39.00 HR	35.130				1,370		1,370
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	39.00 HR	50.250				1,960		1,960
LABF	Labor Foreman	1.00	39.00 MH	45.000	3,202					3,202
LABJ	Labor Journeyman	2.00	78.00 MH	36.590	5,627					5,627
OPG1	Opr Grp 1 (Gen Exc)	1.00	39.00 MH	53.900	3,776					3,776
\$15,935.02	0.8000 MH/CY		156.00 MH	[34.416]	12,605			3,330		15,935
40000400-103 Gravel & Compact Trench to road elev.										
			Quan:	2.50 CY	Hrs/Shft:	8.00	Cal: 40	WC: MA6217		
gravel top of trench in roadway crossing										
22 LF x 6' x 6" ht = 2.5 CY										
<u>LAB3</u>	(Mod) Bull Labor Crew		1.00 CH	Prod:	2.5000 UH	Lab Pcs:	4.00	Eqp Pcs:		0.00
2CO1GRAVEL	CO1 - Gravel Base	1.05	5.25 TON	21.500		113				113
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	1.00 HR	35.130				35		35
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	1.00 HR	50.250				50		50
LABF	Labor Foreman	1.00	1.00 MH	45.000	82					82
LABJ	Labor Journeyman	2.00	2.00 MH	36.590	144					144
OPG1	Opr Grp 1 (Gen Exc)	1.00	1.00 MH	53.900	97					97
\$521.46	1.6000 MH/CY		4.00 MH	[68.832]	323	113		85		521
40000400-120 Topsoil and Seeding										
			Quan:	2.80 CY	Hrs/Shft:	8.00	Cal: 40	WC: MA6217		
<u>LAB3</u>	(Mod) Bull Labor Crew		1.00 CH	Prod:	2.8000 UH	Lab Pcs:	3.00	Eqp Pcs:		0.00
2CO1GRESSSEE	CO1 - Grass Seed 7 LB	1.00	1.00 BAG	35.000		35				35
2CO1TOPSOIL	CO#1 - Topsoil	1.25	3.50 CY	25.000		88				88
8CO1-COMPTR	=> CO#1 - Trench Compa	1.00	1.00 HR	35.130				35		35
8CO1-EXC15TN	=> CO#1 - Exc 15Treduce	1.00	1.00 HR	50.250				50		50
LABF	Labor Foreman	1.00	1.00 MH	45.000	82					82
LABJ	Labor Journeyman	1.00	1.00 MH	36.590	72					72
OPG1	Opr Grp 1 (Gen Exc)	1.00	1.00 MH	53.900	97					97
\$458.93	1.0714 MH/CY		3.00 MH	[48.389]	251	123		85		459
40000400-125 Water Grass										
			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 40	WC: MA6217		
1 hr day x 2 weeks = 10 HRS										
<u>LABJ</u>	Laborer Journeyman		10.00 CH	Prod:	10.0000 CH	Lab Pcs:	1.00	Eqp Pcs:		0.00
LABJ	Labor Journeyman	1.00	10.00 MH	36.590	721					721
\$721.46	10.0000 MH/LS		10.00 MH	[365.9]	721					721
40000400-150 Equipment Mobs										
			Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 40	WC: MA5213		
Equipment Mobs / Delivery Charges - Each Way										
8C01-COMPTRZ	=> CO#1 - Trench Compa	1.00	2.00 EA	250.000				500		500
8C01-COMPMO	=> CO#1 - Compressor Fr	1.00	2.00 EA	250.000				500		500
8C010EXC15TZ	=> CO#1- Exc 15 ton deli	1.00	2.00 EA	400.000				800		800
\$1,800.00				[]				1,800		1,800
====> Item Totals: 40000400 - CO Ductbanks Aug 2023										
\$78,622.60	683.6700 MH/LS		683.67 MH	[29353.7]	55,164	1,567	2,975	18,916		78,623
78,622.600	1 LS				55,164.40	1,567.28	2,975.00	18,915.92		78,622.60

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
<hr/>										
BID ITEM	= 40000400									
Description =	CO Ductbanks Aug 2023									
			Land Item	SCHEDULE:	1	100				
			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
Total of Above Sub-Biditems										
<hr/>										
=====>	Item Totals:	40000000	- CHANGE ORDERS							
\$78,622.60	683.6700 MH/LS	683.67	MH	[29353.7]	55,164	1,567	2,975	18,916		78,623
78,622.600	1 LS				55,164.40	1,567.28	2,975.00	18,915.92		78,622.60
<hr/>										
<hr/>										

\$78,622.60	*** Report Totals ***	683.67	MH	55,164	1,567	2,975	18,916	78,623
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: 04/20/22 Owner: Town of Medway Engineering Firm: Wright-Pierce
Estimator-In-Charge:

JOB NOTES

24 months

3/15/2022 - Labor updated for 24 month project duration. File is in Wage Projections.

No D/MBE or D/WBE requirements in specification.

MAKE SURE TO ONLY APPLY GENERAL LIABILITY INSURANCE ADD-ON 1or2 BASED ON EITHER A (1)DBB-Design-Bid-Build
Job or (2) Design-Build Job

*****Estimate created on: 04/22/2022 by User#: 4 - Cornell, Patrick (131874)

Source estimate used: X:\MA\APPS\MA\HCSS\HEAVYBID\EST\WWT-2022-03

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

40	40 Hours (5@8hrs) (Default Calendar)
45	45 hour cal (5 days @9)
48	48Hours (6@8Hrs)
50	50 Hours (5 @ 10hrs)
60	60Hours (6@10hrs)

Page: 1 of 7
Date: AUG-18-2023
Time: 02:46 PM

Owner Contract Number:

Anastasi, Daniel S 1622 State Rd Plymouth, MA 02360			SS NUMBER: XXX-XX-9933 EMPLOYEE NO: 151655 ETHNIC CODE: W SEX: MALE					HIRE DATE: APR-24-2017 MILITARY STATUS: NV					CHECK NUMBER: 1335462 CHECK DATE: AUG-16-2023			
Pay Code WK			Period 33		Start Date AUG-07-2023					End Date AUG-13-2023						
Gross		Retro	Taxable Gross	F.I.T	FICA(HI)	FICA(OASDI)	S.D.I.	S.U.I.	State Tax	City Tax	Cnty Tax	Leave Tax	Union Ded.	Misc Ded.	Net	
2,140.40		0.00	2,140.40	136.39	31.04	132.70	0.00	0.00	102.79	0.00	0.00	6.76	73.53	15.00	1,642.19	
Trade		Union					Work Date	Reg Hours	Reg Rate	Ovt Hours	Ovt Rate	Dot Hours	Dot Rate	Pay Amount		
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-07-2023	0	0.00	0	.5	72.87	0	0.00	36.44	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-07-2023	8	48.58	0	0	0.00	0	0.00	388.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-08-2023	0	0.00	0	.5	72.87	0	0.00	36.44	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-08-2023	8	48.58	0	0	0.00	0	0.00	388.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-09-2023	0	0.00	0	.5	72.87	0	0.00	36.44	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-09-2023	8	48.58	0	0	0.00	0	0.00	388.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-10-2023	8	48.58	0	0	0.00	0	0.00	388.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-10-2023	0	0.00	0	.5	72.87	0	0.00	36.44	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-11-2023	8	48.58	0	0	0.00	0	0.00	388.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1				AUG-11-2023	0	0.00	0	.5	72.87	0	0.00	36.44	
Employee Totals									40	2.5		0		42.5	2,125.40	
Union Benefits Total Amount			REG: 0.00	OT: 0.00	DOT: 0.00		H&W: 399.50	PENS: 371.88		FFO: 466.24		Total:		1,237.62		
Ded Amnt Deduction Description 15.00 Company Owned Vehicle																

PAYROLL - CERTIFIED PAYROLL

Certified payroll not for FOIA release

Page: 5 of 7
Date: AUG-18-2023
Time: 02:46 PM

Walsh Construction Company
929 W. Adams Street
IL

Company: Walsh Construction Company II Job Number: 222083 Medway Populatic WTP

Owner Contract Number:

Pay Code WK		Period		33		Start Date		AUG-07-2023		End Date		AUG-13-2023			
Gross		Retro	Taxable Gross	F.I.T	FICA(HI)	FICA(OASDI)	S.D.I.	S.U.I.	State Tax	City Tax	Cnty Tax	Leave Tax	Union Ded.	Misc Ded.	Net
1,607.96		0.00	1,607.96	204.91	23.32	99.70	0.00	0.00	69.05	0.00	0.00	5.11	273.47	0.00	932.40
Trade		Union				Work Date		Reg Hours	Reg Rate	Ovt Hours	Ovt Rate	Dot Hours	Dot Rate	Pay Amount	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-08-2023		2	52.72	0	0.00	0	0.00	105.44	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-09-2023		0	0.00	1.5	79.08	0	0.00	118.62	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-09-2023		8	52.72	0	0.00	0	0.00	421.76	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-10-2023		8	52.72	0	0.00	0	0.00	421.76	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-10-2023		0	0.00	1.5	79.08	0	0.00	118.62	
IWJM	Iron Worker Journeyman	4004	MA IRON WORKERS LOCAL 7-BOSTON			AUG-11-2023		8	52.72	0	0.00	0	0.00	421.76	
Employee Totals									26		3		0	29	1,607.96
Union Benefits Total Amount			REG: 0.00	OT: 0.00	DOT: 0.00	H&W: 242.15	PENS: 368.30	FFO: 512.67	Total:		1,123.12				

Ryan Jr, John T 133 Highwood Dr Franklin, MA 02038 774-277-0723			SS NUMBER: XXX-XX-2063 EMPLOYEE NO: 173061 ETHNIC CODE: W SEX: MALE					HIRE DATE: DEC-14-2022 MILITARY STATUS: NV			CHECK NUMBER: 1335480 CHECK DATE: AUG-16-2023					
Pay Code WK			Period 33		Start Date AUG-07-2023			End Date AUG-13-2023								
Gross		Retro	Taxable Gross		F.I.T	FICA(HI)	FICA(OASDI)	S.D.I.	S.U.I.	State Tax	City Tax	Cnty Tax	Leave Tax	Union Ded.	Misc Ded.	Net
1,498.40		0.00	1,498.40		180.81	21.73	92.90	0.00	0.00	68.38	0.00	0.00	4.76	69.20	0.00	1,060.62
Trade			Union			Work Date		Reg Hours	Reg Rate	Ovt Hours	Ovt Rate	Dot Hours	Dot Rate	Pay Amount		
LJYM	Laborer	Journeyman	2027	MA LABORERS ZONE 2		AUG-07-2023		8	37.46	0	0.00	0	0.00	299.68		
LJYM	Laborer	Journeyman	2027	MA LABORERS ZONE 2		AUG-08-2023		8	37.46	0	0.00	0	0.00	299.68		
LJYM	Laborer	Journeyman	2027	MA LABORERS ZONE 2		AUG-09-2023		8	37.46	0	0.00	0	0.00	299.68		
LJYM	Laborer	Journeyman	2027	MA LABORERS ZONE 2		AUG-10-2023		8	37.46	0	0.00	0	0.00	299.68		
LJYM	Laborer	Journeyman	2027	MA LABORERS ZONE 2		AUG-11-2023		8	37.46	0	0.00	0	0.00	299.68		
Employee Totals										40	0		0		40	1,498.40
Union Benefits Total Amount			REG: 0.00		OT: 0.00		DOT: 0.00		H&W: 376.00		PENS: 350.00		FFO: 401.60		Total:	1,127.60

Schobel, Frederick J 291 Anawan St Rehoboth, MA 02769 508-789-2282			SS NUMBER: XXX-XX-7318 EMPLOYEE NO: 174211 ETHNIC CODE: W SEX: MALE					HIRE DATE: APR-10-2023 MILITARY STATUS: NV		CHECK NUMBER: 1335481 CHECK DATE: AUG-16-2023					
Pay Code WK		Period 33		Start Date AUG-07-2023				End Date AUG-13-2023							
Gross 1,736.96		Retro 0.00	Taxable Gross 1,736.96	F.I.T 173.00	FICA(HI) 25.19	FICA(OASDI) 107.69	S.D.I. 0.00	S.U.I. 0.00	State Tax 84.54	City Tax 0.00	Cnty Tax 0.00	Leave Tax 5.52	Union Ded. 1.60	Misc Ded. 48.60	Net 1,290.82
Trade		Union		Work Date				Reg Hours	Reg Rate	Ovt Hours	Ovt Rate	Dot Hours	Dot Rate	Pay Amount	
OGP1	Oper. Engr. Group 1	5080	MA OPERATING ENGINEER				AUG-07-2023	8	54.28	0	0.00	0	0.00	434.24	
OGP1	Oper. Engr. Group 1	5080	MA OPERATING ENGINEER				AUG-08-2023	8	54.28	0	0.00	0	0.00	434.24	
OGP1	Oper. Engr. Group 1	5080	MA OPERATING ENGINEER				AUG-09-2023	8	54.28	0	0.00	0	0.00	434.24	

PAYROLL - CERTIFIED PAYROLL

Certified payroll not for FOIA release

Page: 1 of 4
Date: MAR-15-2023
Time: 02:57 PM

Walsh Construction Company
929 W. Adams Street
IL

Company: Walsh Construction Company II Job Number: 222083 Medway Populatic WTP

Owner Contract Number:

Caswell, Dale E 237 Cherry St Middleboro, MA 02346 508-923-9963				SS NUMBER: XXX-XX-6535 EMPLOYEE NO: 163408 ETHNIC CODE: W SEX: MALE				HIRE DATE: APR-27-2020 MILITARY STATUS: NV				CHECK NUMBER: 1331640 CHECK DATE: MAR-15-2023																	
Pay Code WK		Period		11		Start Date		MAR-06-2023		End Date		MAR-12-2023																	
Gross		Retro		Taxable Gross		F.I.T		FICA(HI)		FICA(OASDI)		S.D.I.		S.U.I.		State Tax		City Tax		Cnty Tax		Leave Tax		Union Ded.		Misc Ded.		Net	
2,321.20		0.00		2,021.20		180.16		33.66		143.91		0.00		0.00		92.18		0.00		0.00		7.38		2.00		363.20		1,498.71	
Trade		Union				Work Date		Reg Hours		Reg Rate		Ovt Hours		Ovt Rate		Dot Hours		Dot Rate		Pay Amount									
OB01 Operator Boom 150' up to 199		5080 MA OPERATING ENGINEER				MAR-06-2023		8		58.03		0		0.00		0		0.00		464.24									
OB01 Operator Boom 150' up to 199		5080 MA OPERATING ENGINEER				MAR-07-2023		8		58.03		0		0.00		0		0.00		464.24									
OB01 Operator Boom 150' up to 199		5080 MA OPERATING ENGINEER				MAR-08-2023		8		58.03		0		0.00		0		0.00		464.24									
OB01 Operator Boom 150' up to 199		5080 MA OPERATING ENGINEER				MAR-09-2023		8		58.03		0		0.00		0		0.00		464.24									
OB01 Operator Boom 150' up to 199		5080 MA OPERATING ENGINEER				MAR-10-2023		8		58.03		0		0.00		0		0.00		464.24									
Employee Totals								40				0				0		40		2,321.20									
Union Benefits Total Amount		REG: 0.00		OT: 0.00		DOT: 0.00		H&W: 580.00		PENS: 516.00		FFO: 196.40		Total:		1,292.40													

Correa, Angel 14 Rice St Salem, MA 01970		SS NUMBER: XXX-XX-6473 EMPLOYEE NO: 172431 ETHNIC CODE: H SEX: MALE				HIRE DATE: OCT-17-2022 MILITARY STATUS: NV		CHECK NUMBER: 1331641 CHECK DATE: MAR-15-2023							
Pay Code WK		Period 11		Start Date MAR-06-2023		End Date MAR-12-2023									
Gross 1,678.67		Retro 0.00	Taxable Gross 1,678.67	F.I.T 129.06	FICA(HI) 24.34	FICA(OASDI) 104.08	S.D.I. 0.00	S.U.I. 0.00	State Tax 77.51	City Tax 0.00	Cnty Tax 0.00	Leave Tax 5.29	Union Ded. 61.56	Misc Ded. 15.00	Net 1,261.83
Trade		Union		Work Date		Reg Hours	Reg Rate	Ovt Hours	Ovt Rate	Dot Hours	Dot Rate	Pay Amount			
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-06-2023	8	45.58	0	0.00	0	0.00	0	0.00	364.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-07-2023	8	45.58	0	0.00	0	0.00	0	0.00	364.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-08-2023	8	45.58	0	0.00	0	0.00	0	0.00	364.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-09-2023	0	0.00	1	68.37	0	0.00	0	0.00	68.37	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-09-2023	8	45.58	0	0.00	0	0.00	0	0.00	364.64	
LFMN	Laborer Foreman	2026	MA LABORERS ZONE 1		MAR-10-2023	3	45.58	0	0.00	0	0.00	0	0.00	136.74	
Employee Totals						35		1		0		36		1,663.67	
Union Benefits Total Amount		REG: 0.00		OT: 0.00		DOT: 0.00		H&W: 336.60		PENS: 315.00		FFO: 396.72		Total: 1,048.32	

Keene, Keith A 1274 Highland St Holliston, MA 01746		SS NUMBER: XXX-XX-9874 EMPLOYEE NO: 172985 ETHNIC CODE: W SEX: MALE		HIRE DATE: DEC-05-2022 MILITARY STATUS: NV		CHECK NUMBER: 1331644 CHECK DATE: MAR-15-2023	
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BRANCH 51E
15 WHITMAN RD
CANTON MA 02021-2707
781-828-4300
781-821-4736 FAX

219143625

Job site

MEDWAY WATER TREATMENT PLANT
19 POPULATIC ST
MEDWAY MA 02053-1027

Office: 781-793-9988 Cell: 339-499-8348

Customer # : 7721652
Quote Date : 05/03/23
Estimated Out : 05/08/23 09:00 AM
Estimated In : 06/05/23 09:00 AM
UR Job Loc : 19 POPULATIC ST, MED
UR Job # : 125
Customer Job ID:
P.O. # : 222083
Requested By : DAVE WILEY
Written By : CONOR BOGUE
Salesperson :

WALSH CONST-NEW ENGLAND REGION
100 RIVER RIDGE DR FL 1
NORWOOD MA 02062-5030

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	9051035	EXCAVATOR 30000-34999#REDUCED TAIL SWING	327.00	327.00	1,350.00	3,493.00	3,493.00	
1	905/5025	EXCAVATOR BUCKET 24"					N/C	
1	905/5035	EXCAVATOR BUCKET 36"	75.00	75.00	185.00	194.00	194.00	
1	9062270	DOZER LOW GROUND PRESSURE 70-80HP	665.00	665.00	1,628.00	3,577.00	3,577.00	
1	1602455	ROLLER 80-89" VIB SINGLE DRUM SMOOTH	534.00	534.00	1,686.00	3,839.00	3,839.00	
						Rental Subtotal:	11,103.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure	Extended Amt.		
3	DELIVERY RENTAL CONTRACT	[DELIVERY/MCI]	400.000		EACH	1,200.00		
3	PICKUP ON RENTAL CONTRACT	[PICKUP/MCI]	400.000		EACH	1,200.00		
						Sales/Misc Subtotal:	2,400.00	
						Agreement Subtotal:	13,503.00	
						Tax:	693.94	
						Estimated Total:	14,196.94	
COMMENTS/NOTES:								
CONTACT: MIKE .								
CELL#: 781-414-1490								
TRUCKING IS \$400 PER UNIT EACH WAY								

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 949
361 SOUTHWEST CUTOFF
WORCESTER MA 01604-2713
508-756-3306

RENTAL RETURN INVOICE

217436835-001

Job Site

WATER TREATMENT PLANT
19 POPULATIC ST
MEDWAY MA 02053

Office: 781-793-9988 Cell: 339-499-8348

Customer # : 7721652
Invoice Date : 03/23/23
Rental Out : 03/22/23 09:00 AM
Rental In : 03/22/23 03:23 PM
UR Job Loc : 19 POPULATIC ST, MED
UR Job # : 115
Customer Job ID:
P.O. # : 222083
Requested By : JACK CONRAD
Reserved By : COLIN EMMONS
Salesperson : COLIN EMMONS

WALSH CONST-NEW ENGLAND REGION
100 RIVER RIDGE DR FL 1
NORWOOD MA 02062-5030

Invoice Amount: \$580.94

Terms: Net 45 Days
Payment options: Contact our credit office 704-916-4851
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11167994	SAW CONCRETE 20-29HP SELF PROPELLED Make: DIAMOND PR Model: CC1820HXL-20S Serial: 165350 Meter out: 34.00 Meter in: 36.00		95.00	275.00	695.00	95.00
1	625/9428	BLADE DIAMOND ASPHALT 18"					N/C

Rental Subtotal: 95.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	240.000	EACH	240.00
1	PICKUP CHARGE	240.000	EACH	240.00

Sales/Misc Subtotal: 480.00

Agreement Subtotal: 575.00

Tax: 5.94

Total: 580.94

COMMENTS/NOTES:

CONTACT: WILLIAM MYATT
CELL#: 617-650-8982

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 58E
12 NEW BOND ST
WORCESTER MA 01606-2615
508-856-9171
508-856-9021 FAX



RENTAL AND SERVICE AGREEMENT

#215248680

Job site

19 POPULATIC ST
19 POPULATIC ST
MEDWAY MA 02053-1027

Office: 781-793-9988 Cell: 339-499-8348

Customer # : 7721652
Agreement Date : 01/20/23
Rental Out : 01/23/23 09:00 AM
Scheduled In : 01/30/23 09:00 AM
UR Job Loc : 19 POPULATIC ST, MED
UR Job # : 125
Customer Job ID:
P.O. # : 222083
Requested By : JACK CONRAD
Reserved By : COLIN EMMONS
Salesperson : COLIN EMMONS

WALSH CONST-NEW ENGLAND REGION
100 RIVER RIDGE DR FL 1
NORWOOD MA 02062-5030

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	11281646	ROLLER 24-33" WALKBEHIND PAD Make: WACKER Model: RTLX-SC3 Serial: WNMRO201KM0001057 Meter out: 270.00	281.00	281.00	842.00	1,750.00	842.00

Rental Subtotal: 842.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	250.000	EACH	250.00
1	PICKUP CHARGE	250.000	EACH	250.00

Sales/Misc Subtotal: 500.00

Agreement Subtotal: 1,342.00

Tax: 52.63

Estimated Total: 1,394.63

COMMENTS/NOTES:

CONTACT: JACK CONRAD
CELL#: 339-499-8348

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO ALL UNITS NOT RETURNED FULL OF FUEL
SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 13% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location; but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-US> and <https://www.unitedrentals.com/legal/rpp-US>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X	01/23/23	angel in person	CHRISTOPHER SMITH	01/23/23
CUSTOMER SIGNATURE	DATE	CUSTOMER NAME PRINTED	UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE	

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been fully executed. COPIES OF THE RENTAL AND SERVICE TERMS AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



RENTAL QUOTE

BRANCH 58E
12 NEW BOND ST
WORCESTER MA 01606-2615
508-856-9171
508-856-9021 FAX

223728506

Job Site

WATER TREATMENT PLANT
19 POPULATIC ST
MEDWAY MA 02053

Office: 781-793-9988 Cell: 339-499-8348

WALSH CONST-NEW ENGLAND REGION
100 RIVER RIDGE DR FL 1
NORWOOD MA 02062-5030

Customer # : 7721652
Quote Date : 08/23/23
Estimated Out : 08/28/23 09:00 AM
Estimated In : 09/25/23 09:00 AM
UR Job Loc : 19 POPULATIC ST, MED
UR Job # : 115
Customer Job ID:
P.O. # : 222083
Requested By : TIM ABELY
Written By : COLIN EMMONS
Salesperson : COLIN EMMONS

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	1003186	COMPRESSOR 175-195 CFM TIER 4	188.00	188.00	370.00	700.00	700.00	
						Rental Subtotal:	700.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item	Price			Unit of Measure		Extended Amt.	
1	DELIVERY CHARGE	250.000			EACH		250.00	
1	PICKUP CHARGE	250.000			EACH		250.00	
						Sales/Misc Subtotal:	500.00	
						Agreement Subtotal:	1,200.00	
						Tax:	43.75	
						Estimated Total:	1,243.75	

COMMENTS/NOTES:

CONTACT: TIM ABELY
CELL#: 508-638-8378

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 949
361 SOUTHWEST CUTOFF
WORCESTER MA 01604-2713
508-756-3306

**RENTAL RETURN
INVOICE**

224427105-001

Customer # : 7721652
Invoice Date : 09/15/23
Rental Out : 09/11/23 08:40 AM
Rental In : 09/14/23 03:02 PM
UR Job Loc : 19 POPULATIC ST, MED
UR Job # : 125
Customer Job ID:
P.O. # : 222083
Requested By : BILL MYATT
Reserved By : COLIN EMMONS
Salesperson : COLIN EMMONS

MEDWAY WATER TREATMENT PLANT
19 POPULATIC ST
MEDWAY MA 02053-1027

Office: 781-793-9988 Cell: 339-499-8348

WALSH CONST-NEW ENGLAND REGION
100 RIVER RIDGE DR FL 1
NORWOOD MA 02062-5030

*V-H 100420***RECEIVED SEP 20 2023****Invoice Amount: \$270.40**

Terms: Net 45 Days
Payment options: Contact our credit office 704-916-4886
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11636117	RAMMER LARGE 2900-3600 LBS/BLOW Make: BOMAG Model: BT60 Serial: 101541169209	70.00	70.00	249.00	540.00	249.00
							Rental Subtotal: 249.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	REFUELING SERVICE CHARGE SMALL EQUIPMEN	[FUEL SMALL EQ/MCI]	5.500		EACH		5.50
							Sales/Misc Subtotal: 5.50
							Agreement Subtotal: 249.00
							Fuel: 5.50
							Tax: 15.90
							Total: 270.40

COMMENTS/NOTES:

CONTACT: BILL MYATT
CELL#: 617-650-8982

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



WAYNE J.
GRIFFIN ELECTRIC
INC.

September 29, 2023

VIA EMAIL ONLY: tjabely@walshgroup.com

Mr. Tim Abely, Project Manager
Walsh Construction Company II, LLC
100 River Ridge Drive, 1st Floor Suite 100
Norwood, MA 02062

RE: Job #2811 - Populatic Water Treatment Plant, Medway, MA
Proposal #26, Supersedes Proposal #18

Dear Mr. Abely:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

WJGEI to provide the labor and material associated with RFI #075 "Utility Duct Bank" and RFI #126 "Gate Valve Change". All work that has been installed has been coordinated and installed per the Conduit Layout Drawings, which were previously submitted and approved. The credit values for RFI #75 are for the exterior, underground conduit only. The interior portion, was credited, as requested, in RFI #99 (WJGEI Proposal #9). The labor values used for the RGS Conduit are based on a lay-in trench and not an overhead install. All markups within our itemized breakdown are contract allowable costs for our field craft to execute the work. All other comments have been corrected and addressed as recommended by the Engineer.

Total \$ 26,722.63

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us. The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

2395 Pleasantdale Road
Suite 14
Doraville, GA 30340
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (508) 306-5233 or achurch@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Alfred J. Church
Project Manager

AJC/law

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Shannon Hynes, Project Engineer, Walsh Construction Company II, LLC,
shynes@walshgroup.com
Bill Myatt, Superintendent, Walsh Construction Company II, LLC,
wmyatt@walshgroup.com
Chris Mulcahy, Project Foreman, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0026, RFI-75 Utility/RFI-126 Gate Valve Char
Date: 9/27/2023
Project Name: Populatic Water Treatment Plant
Project Number: 02811-00-22
Page Number: 1

Work Description

Provide labor and material associated with RFI-075 Utility Duct Bank and RFI-126 Gate Valve Change. All work installed has been coordinated and installed per conduit layout drawings which have been previously submitted and approved. The credit value's for RFI-75 are for exterior underground conduit only. The interior portion was credited as requested in RFI-099 (WJGEI Proposal #9). The labor values used for RGS conduit are based on lay-in trench and not overhead install. All markups with-in our itemized breakdown are contract allowable cost for our field craft to execute the work. All other comments have been corrected and addressed as recommended by the engineer.

Itemized Breakdown

Description	Qty	Net Price	UM	Materials (\$)	Labor	Total Hours
Tools	0.00	0.0000	HRS	0.000	0.000	2.150
As Builts	0.00	0.0000	HRS	0.000	0.000	2.150
Safety	0.00	0.0000	HRS	0.000	0.000	2.150
Field Layout/Coordination	0.00	0.0000	HRS	0.000	0.000	5.360
Supervision	0.00	0.0000	HRS	0.000	0.000	5.360
Phase Totals				0.00		17.17
RFI-126 GATE VALVE						
PRE CAST MANHOLES	1.00	4,504.5800		4,504.580	8.000	8.000
COORDINATION/LAYOUT/DESIGN	1.00	0.0000		0.000	8.000	8.000
MH PULLING LABOR	1.00	0.0000		0.000	16.000	16.000
1" 1 PVC SCH 40	160.00	1.8621	FT	297.940	0.060	9.600
2" 2 PVC SCH 40	20.00	3.7910	FT	75.820	0.070	1.400
3" 3 PVC SCH 40	40.00	5.7257	FT	229.030	0.080	3.200
4" 4 PVC SCH 40	400.00	7.8831	FT	3,153.240	0.090	36.000
1" 1 PVC SCH 40 45-DEG ELBOW	4.00	1.9875	EA	7.950	0.150	0.600
2" 2 PVC SCH 40 45-DEG ELBOW	2.00	5.2750	EA	10.550	0.200	0.400
4" 4 PVC SCH 40 45-DEG ELBOW	16.00	27.9112	EA	446.580	0.250	4.000
1" 1 PVC COUPLING	4.00	0.4050	EA	1.620	0.150	0.600
2" 2 PVC COUPLING	1.00	1.1400	EA	1.140	0.150	0.150
4" 4 PVC COUPLING	15.00	5.1120	EA	76.680	0.250	3.750
1" 1 PVC END BELLS	4.00	3.9975	EA	15.990	0.160	0.640
2" 2 PVC END BELLS	1.00	7.0700	EA	7.070	0.230	0.230
4" 4 PVC END BELLS	11.00	9.9482	EA	109.430	0.400	4.400
QUART PVC (GLUE) CEMENT	2.00	23.9800	EA	47.960	0.200	0.400
Phase Totals				8,985.58		97.37
RFI-75 UTILITY CHANGES > ADD						
4X4X4 HANDHOLE	1.00	3,000.0000		3,000.000	4.000	4.000
3" 3 GRC	10.00	13.2210	FT	132.210	0.200	2.000
3" 3 PVC SCH 40	400.00	5.7258	FT	2,290.320	0.080	32.000
4" 4 PVC SCH 40	300.00	7.8831	FT	2,364.930	0.090	27.000
3" 3 PVC SCH 40 45-DEG ELBOW	4.00	10.4925	EA	41.970	0.700	2.800
3" 3 GRC 90-DEG ELBOW 36"R	2.00	183.7900	EA	367.580	2.200	4.400
3" 3" X 90° X 36" PVC COATED SWEEP	2.00	653.4600	EA	1,306.920	2.070	4.140
3" 3 PVC COUPLING	10.00	1.9030	EA	19.030	0.500	5.000
3/4" 3/4 PVC FEMALE ADAPTER	4.00	0.3450	EA	1.380	0.160	0.640
3" 3 PVC CONDUIT CAP	1.00	8.0200	EA	8.020	0.260	0.260
3" 3 GRC/PVC COATED COUPLING	4.00	39.7275	EA	158.910	1.000	4.000
3" 3 PLASTIC BUSHING	4.00	0.8600	EA	3.440	0.400	1.600
3" 3 X 12 GRC/PVC COATED NIPPLE	3.00	157.9133	EA	473.740	0.900	2.700
4" 4 x 3 BASE DUCT BANK CONDUIT SPACER	50.00	1.1472	EA	57.360	0.120	6.000
Phase Totals				10,225.81		96.54



CCN#: P-0026, RFI-75 Utility/RFI-126 Gate Valve Char
Date: 9/27/2023
Project Name: Populatic Water Treatment Plant
Project Number: 02811-00-22
Page Number: 2

116 Hopping Brook Road, Holliston, MA 01746
 (508) 429-8830 FAX (508) 429-9251

RFI-75 UTILITY CHANGES > CREDIT

4" RGS STRUT CLIP	-2.00	7.5000	-15.000	0.150	-0.300
4" 4 GRC	-450.00	16.8327 FT	-7,574.710	0.150	-66.600
4" 4 GRC/PVC COATED 90-DEG ELBOW	-4.00	753.6650 EA	-3,014.660	2.500	-10.000
4" 4 GRC COUPLING	-4.00	42.7800 EA	-171.120	1.150	-4.600
4" 4 PLASTIC BUSHING	-4.00	0.9950 EA	-3.980	0.450	-1.800
4 4 x12 GRS NIPPLE	-3.00	166.6800 EA	-500.040	1.000	-3.000
4 GRC 2-HOLE STEEL STRAP	-6.00	2.3417 EA	-14.050	0.060	-0.348
Phase Totals			-11,293.56		-86.65

Totals	7,917.83	124.43
Tax	0.00	
Materials with Tax	7,917.83	

Summary

	Itemized Breakdown Total	7,917.83
Electrical Journeyman	(124.4320 hrs @ \$93.86 / hr)	11,679.19
		11,679.19
Labor Burden	(\$11,679.19 @ 30.00%)	3,503.75
		3,503.75
Overhead & Profit	(\$23,100.77 @ 15.00%)	3,465.12
		3,465.12
Bond	(\$26,565.89 @ 0.59%)	156.74
		156.74
		7,125.61
Total		\$26,722.63

**I DON'T HAVE THE POLE #MEDWAY, MA
POPULATIC WATER TREATMENT PLANT**

DATE: 2/9/2023

RFI NO.: 75

TO: Walsh Construction

FROM: Wright-Pierce

**REFERENCE OR AFFECTED
DESIGN DOCUMENT(S)**

SPEC.

SECT.:

DWG.: E-3, E-4, E-37

OTHER:

SUBJECT: Utility Pole

**DESCRIPTION
OF REQUEST:**

NStar requires two 5" conduit to bring power and a spare down the Utility pole to the site. There are four additional 4" conduit on the same pole for fiber optic ISP, Coax Cable ISP, fiber optic cable, and a spare. Based on discussions with NStar, the utility pole will not be able to carry all 6 sweeps of the conduit at the base of the pole. Please advise how the four 4" conduit shall be brought to the site as they will not fit on the pole UP 2 as shown.

Additional info attached? Y ☐ N ☒ **Response needed by:** 2/14/2023 **Signed:** S. Hynes

**RESPONSE TO
REQUEST:**

Install the 2-5" conduits at the utility pole per NStar requirements. Per the last utility meeting on 2/15/2023, NStar will allow for an additional 3" conduit for fire Alarm connection as follows:

Provide 2-3" Conduit for Fire alarm in lieu of the 2-4" Conduits specified in the contract documents to the utility pole (UP-2) with the power conduits as indicated on sheet E-3.

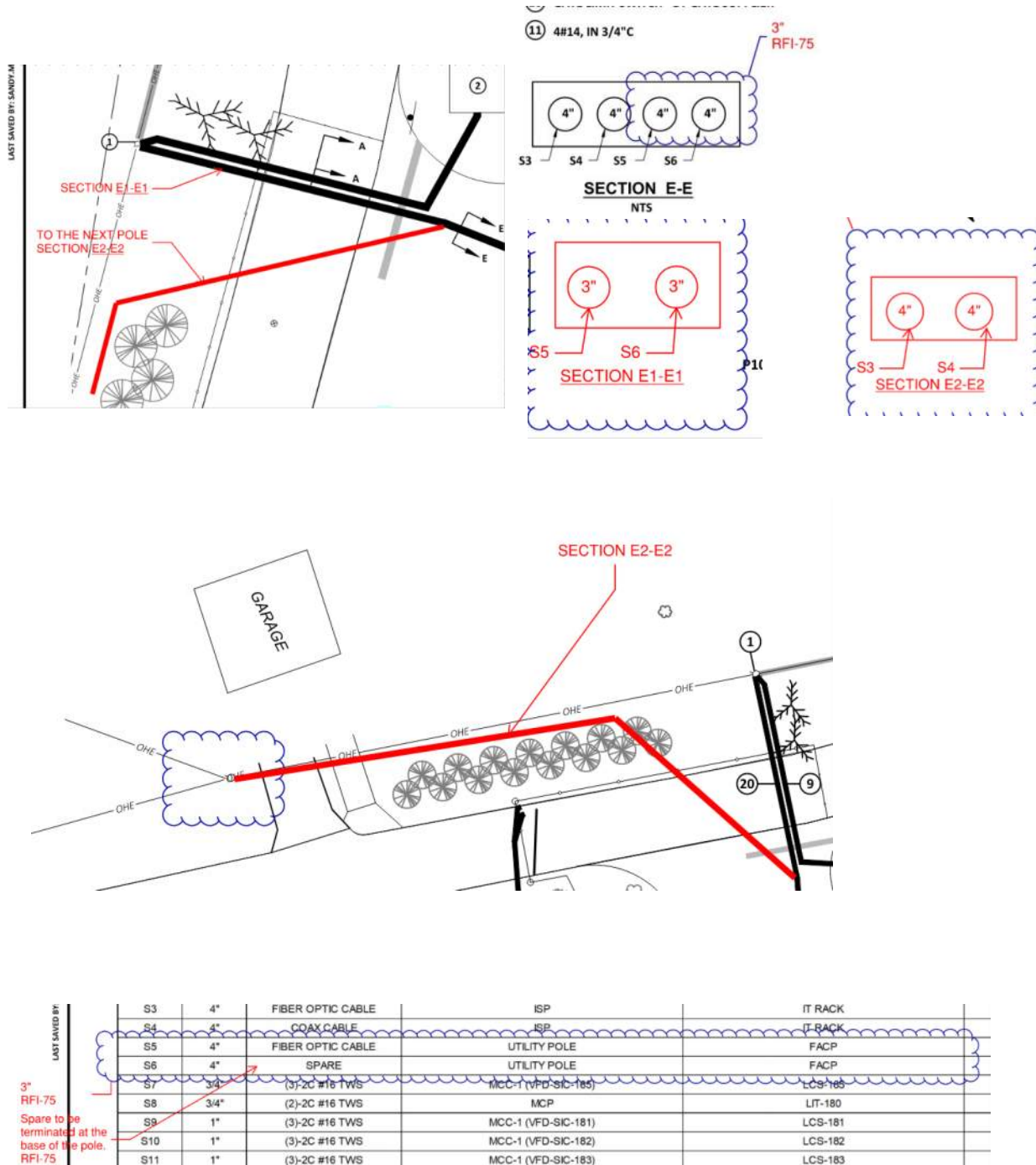
Terminate 1-3" Conduit on the pole and terminate 1-3" spare conduit at the base of the pole (UP-2).

Provide the communication conduits (S3 and S4, revised section E-E) to the next pole (UP-80-4) located near house #15. Work in driveway shall be coordinated with RPR so home-owner can be notified to minimize disruptions. Driveway and walkway shall be restored to existing conditions following work. See location on the attached sketch.

See attached sketch for clarification.

Additional info attached? Y ☒ N ☐ **Signed:** AMedjamia/JCray **Date:** 3/1/2023

cc: Ernie Nwangu
Keith Black, PE



Reference sheets: E-3, E-4, and E-37



02-09-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-089

RE: RFI-075 Utility Pole

Dear Mr. Cray:

Please see the attached RFI-075 Utility Pole.

Sincerely:

Shannon Hynes

Walsh Construction Company II, LLC

COPIES TO:
Project File



Walsh Construction Company II
19 Populatic Street
Medway MA 02053

Request For Information

RFI-075

TOWN OF MEDWAY
Owner Job # 20600A
Printed On: FEB-09-2023
Page 1 of 1

Subject: Utility Pole
Project: Medway Populatic WTP
Address: 19 Populatic Street
Medway MA 02053

Date: FEB 09, 2023
Job: 222083
Required: FEB 23, 2023

Phone: **Fax:**
To: James Cray
WRIGHT-PIERCE
From: Shannon Hynes - Walsh Construction Company II

Co-Author:	Contact:	Co-Author RFI Number:
-------------------	-----------------	------------------------------

Reference:

RFI Importance: Normal
RFI Category:
RFI Discipline: Utilities
Drawing/Sheet No.:
Drawing/Sheet Name:

Request:

NStar requires two 5" conduit to bring power and a spare down the Utility pole to the site. There are four additional 4" conduit on the same pole for fiber optic ISP, Coax Cable ISP, fiber optic cable, and a spare. Based on discussions with NStar, the utility pole will not be able to carry all 6 sweeps of the conduit at the base of the pole. Please advise how the four 4" conduit shall be brought to the site as they will not fit on the pole UP 2 as shown.

Suggestion:

Cost Impact: Potentially	Cost Amount:
Schedule Impact: Potentially	Days:

Answer: ☐ **Accept Suggestion**

Answered By:

Signed: _____

Date:

Distribution:

**MEDWAY, MA
POPULATIC WATER TREATMENT PLANT**

DATE: 5/31/2023

RFI NO.: 126

TO: Walsh Construction	REFERENCE OR AFFECTED DESIGN DOCUMENT(S)
FROM: Wright-Pierce	SPEC.
	SECT.: _____
	DWG.: <u>C-5, E-4, E-31</u>
	OTHER: _____

SUBJECT: Duct Bank Rerouting at Valves Outside of Garage

DESCRIPTION OF REQUEST:	Please review the following attached proposal for duct bank modifications and planned course of action for the pathing and placement of duct banks outside the garage footprint.
------------------------------------	--

Additional info attached? Y ☒ N ☐ **Response needed by:** 6/14/2023 **Signed:** J. Conrad

RESPONSE TO REQUEST:	No exceptions taken to the proposed corrective action. <u>Excavatable</u> flowable fill shall be used for duct banks in these areas instead of reinforced concrete. Note that the routing of duct bank E2-E2 shown on the mark-up is to be modified/relocated within Water St. based on review comments of PCO 13.
---------------------------------	---

Additional info attached? Y ☐ N ☒ **Signed:** J. Cray / A. Medjamia **Date:** 6/1/2023

cc: Steve Small
Ernie Nwangu
Keith Black, PE



05-31-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-163

RE: Duct Bank Rerouting at Valves Outside of Garage

Dear Mr. Cray:

Please see attached RFI from Walsh Construction and WJ Griffin Electric.

Sincerely:

Jack Conrad

Walsh Construction Company II, LLC

COPIES TO:
Project File



Walsh Construction Company II
19 Populatic Street
Medway MA 02053

Request For Information

RFI-126

TOWN OF MEDWAY
Owner Job # 20600A
Printed On: MAY-31-2023
Page 1 of 1

Subject: Duct Bank Rerouting at Valves Outside of Garage

Date: MAY 31, 2023

Project: Medway Populatic WTP

Job: 222083

Address: 19 Populatic Street
Medway MA 02053

Required: JUN 14, 2023

Phone:

Fax:

To: James Cray
WRIGHT-PIERCE

From: Jack Conrad - Walsh Construction Company II

Co-Author:

Contact:

Co-Author RFI Number:

Reference:

RFI Importance: Normal

RFI Category:

RFI Discipline:

Drawing/Sheet No.:

Drawing/Sheet Name:

Request:

Please review the following attached proposal for duct bank modifications and planned course of action for the pathing and placement of duct banks outside the garage footprint.

Suggestion:

Cost Impact: Potentially

Cost Amount:

Schedule Impact: Potentially

Days:

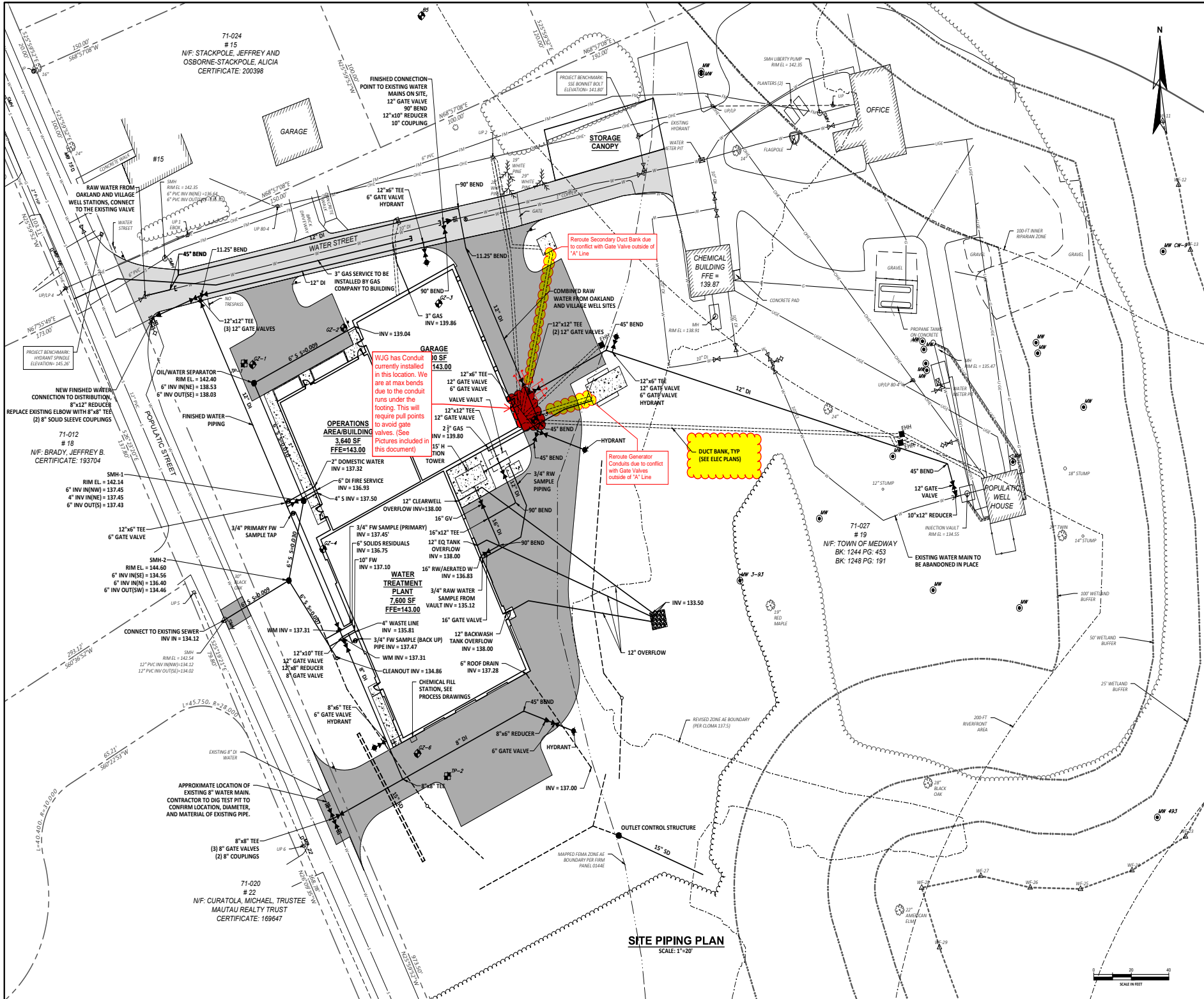
Answer: ☐ Accept Suggestion

Answered By:

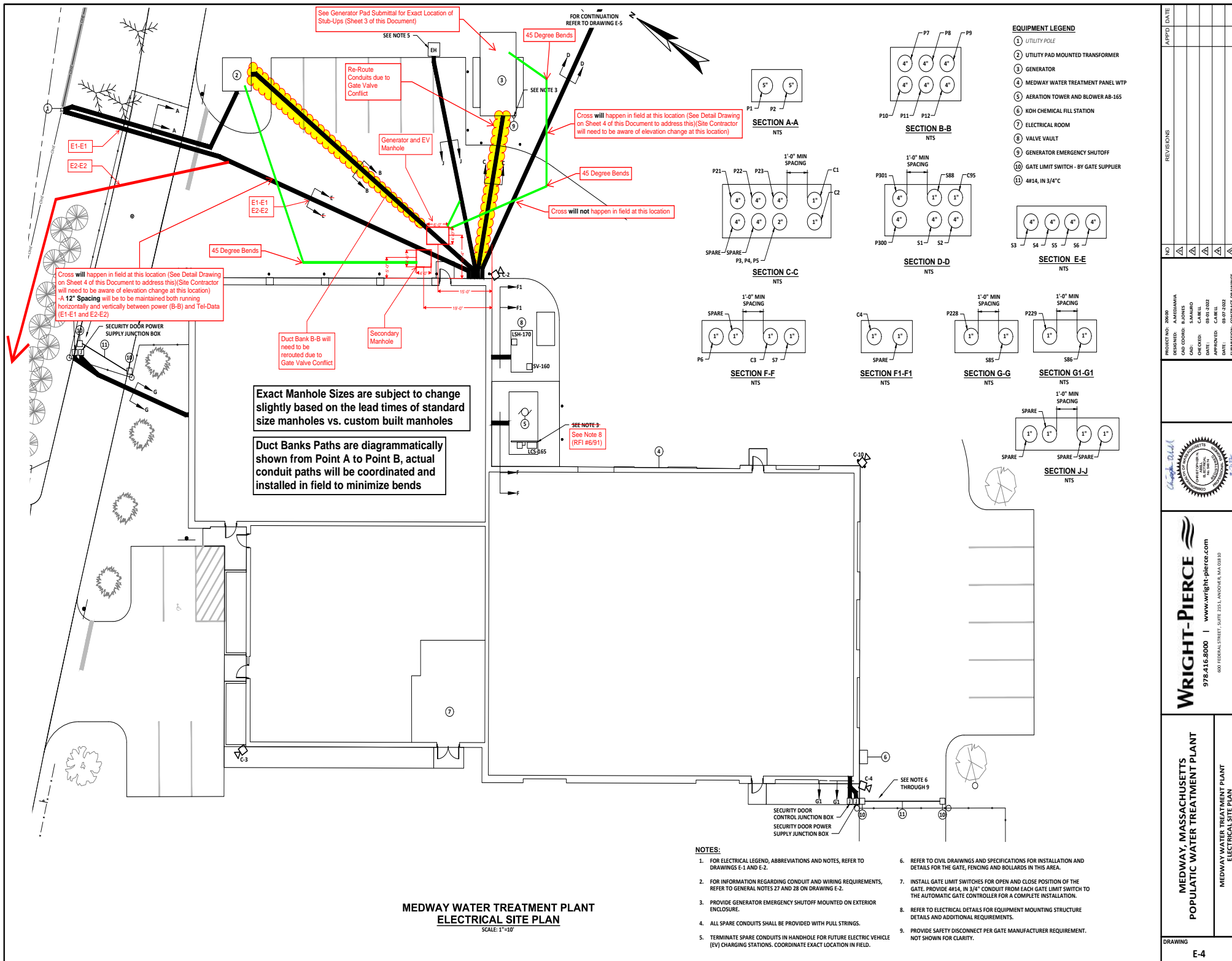
Signed: _____

Date:

Distribution:

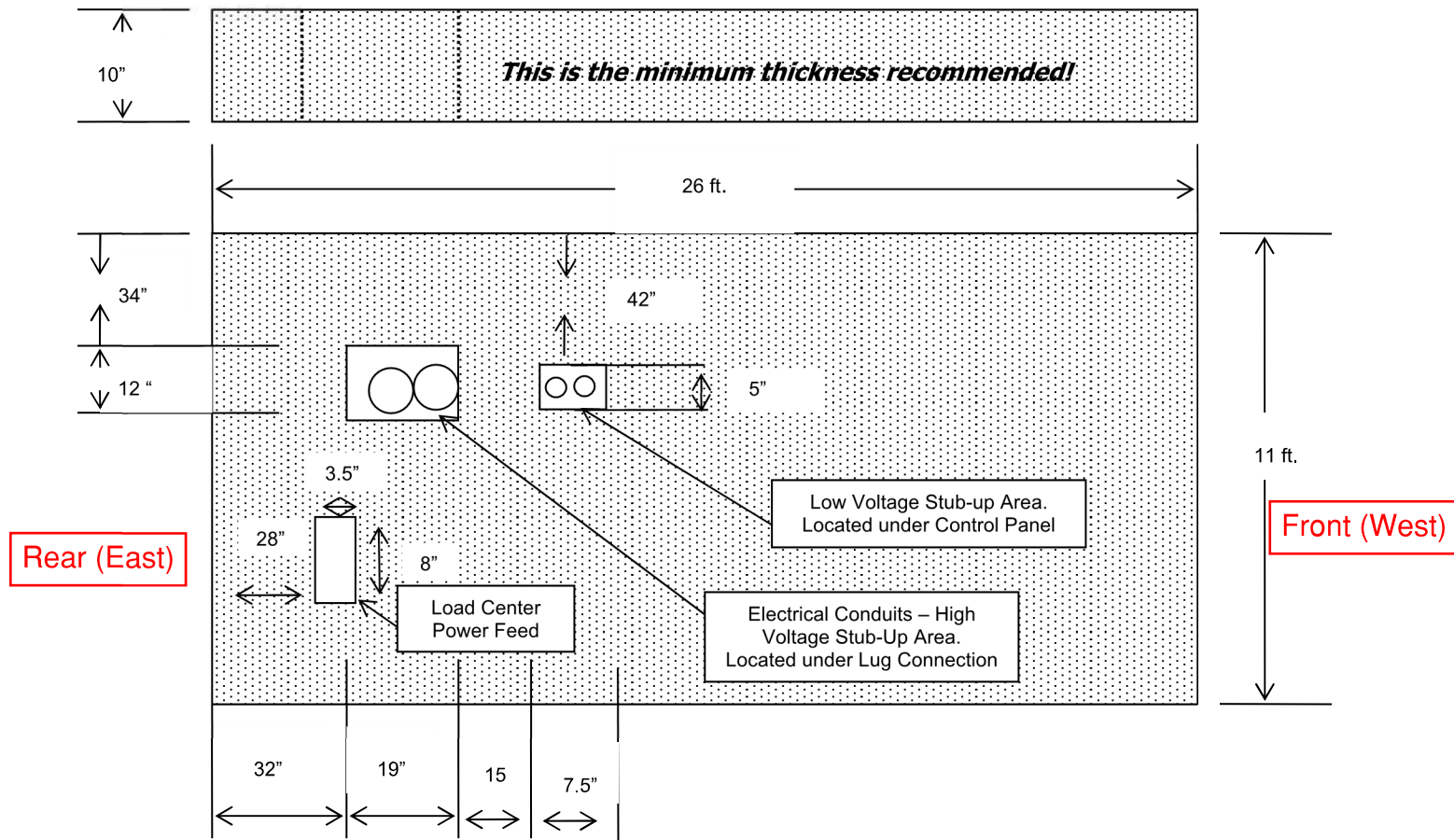


DRAWING	<p>MEDWAY, MASSACHUSETTS</p> <p>POPULATIC WATER TREATMENT PLANT</p>	 <p>WRIGHT-PIERCE</p> <p>978.616.8000 www.wright-pierce.com</p> <p>600 FEDERAL STREET, SUITE 215, ANDOVER, MA 01810</p>		<p>PROJECT NO: 26040</p> <p>PROJECT TITLE: MEDWAY WTP</p> <p>CAO: GORDO, B. JONES</p> <p>CAD: J. METZ</p> <p>CHECKED: J. PIERCE</p> <p>DATE: 03-31-2022</p> <p>APPROVED: J. CROW</p> <p>DATE: 03-31-2022</p> <p>SUBMISSION: CONTRACT DRAWINGS</p>	NO	REVISIONS	APPRO. DATE
					△		



Proposed Pad Detail Layout SG750 1 Breaker

NOTE: This concrete pad design and detail is a recommendation by ASNE for the applicable unit. It is highly recommended that the Contractor review this recommendation with their Engineer prior to proceeding with this construction!

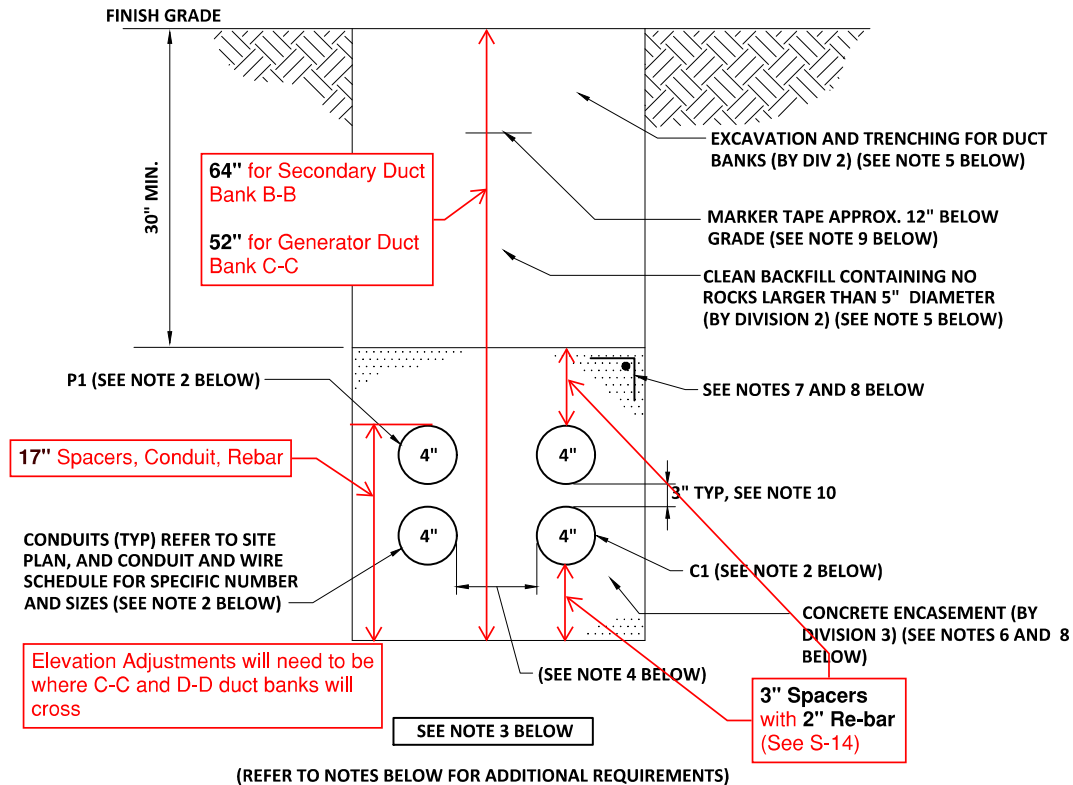


Suggested mixture of concrete (by volume) is 1:2:3 of cement, sand and aggregate with a maximum four inch (100mm) slump with a 28 day compression strength of 3000psi (200MPa).

The concrete base should be reinforced with No. 8 gauge steel wire fabric or equivalent, horizontally placed on 6 inch (150mm) centers.

An alternate reinforcement method is to place No. 6 reinforcing bars on 12 inch (300mm) centers horizontally. Bars should clear the foundation surface a minimum of 3 inches (75mm).

Extracted from E-31 and Red Lined by WJGEI

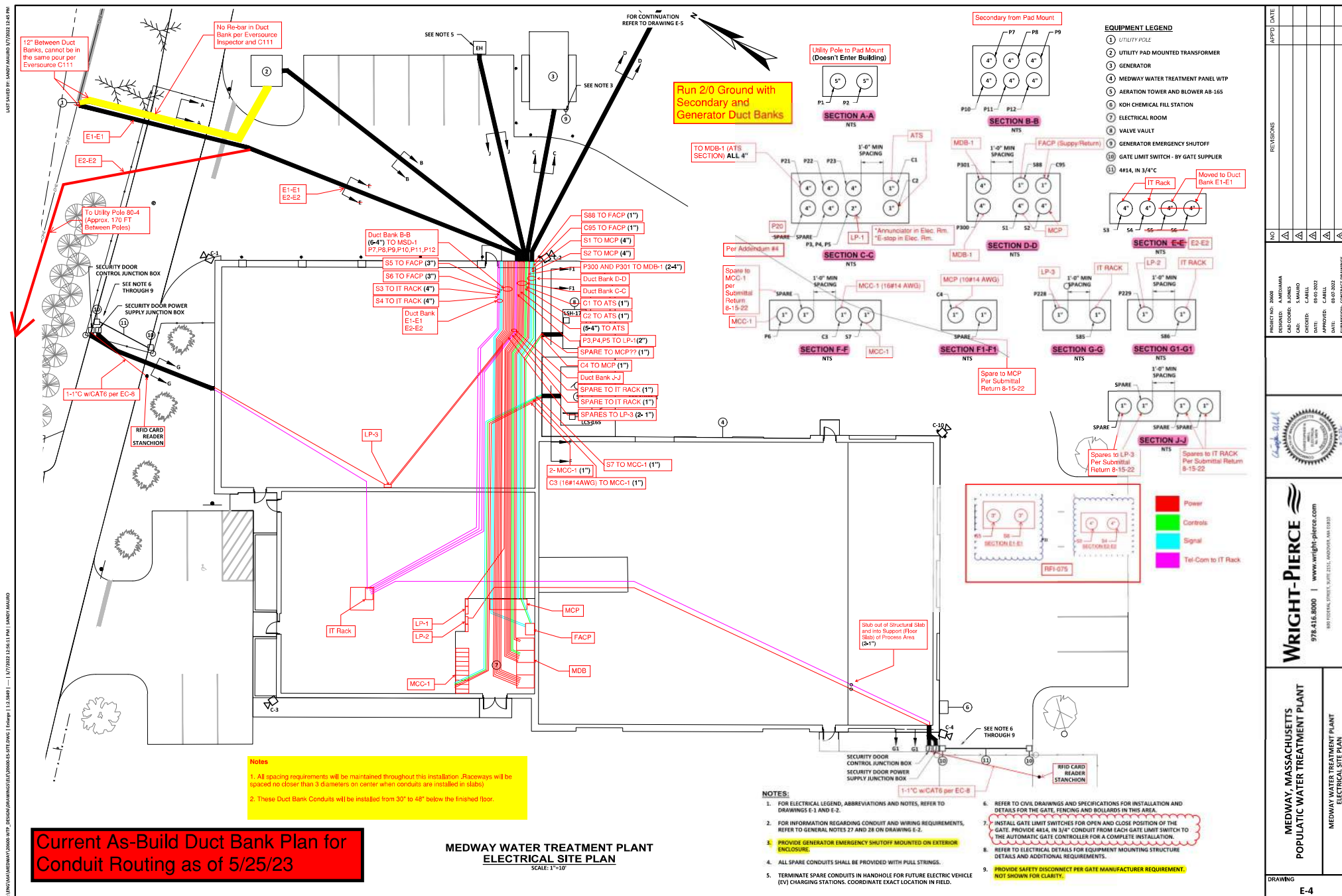


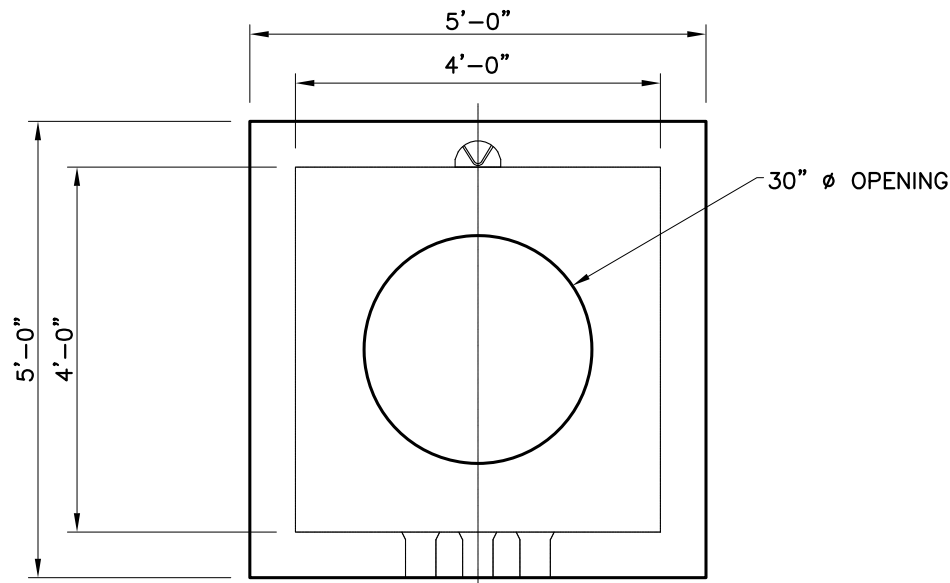
NOTES: (DUCT BANK DETAIL)

1. DIMENSIONS TYPICAL FOR ALL DUCT BANKS, UNLESS OTHERWISE NOTED.
2. FOR CONDUIT DETAILS, SEE CONDUIT AND WIRE SCHEDULES. REFERENCES P1 AND C1 DENOTES CONDUIT NUMBERS. REFER TO SPECIFIC DUCT BANK SECTIONS AND CONDUIT AND WIRE SCHEDULES FOR DETAILS.
3. THIS TYPICAL DUCT BANK SECTION HAS BEEN SHOWN AS AN EXAMPLE OF THE REQUIREMENTS FOR THE UNDERGROUND INSTALLATION FOR THE DUCT BANK SYSTEM. THIS DENOTES SPECIFIC SPACING, CONCRETE ENCASEMENT, REINFORCING, ETC. REQUIRED FOR DUCT BANK INSTALLATIONS. THE SPECIFIC CONDUIT SIZING AND NUMBERS HAVE BEEN SHOWN BY EACH SPECIFIC DUCT BANK SECTION.
4. IT SHALL BE REQUIRED THAT A **MINIMUM OF 1'-0" CLEARANCE** BE PROVIDED AT ALL TIMES **BETWEEN ALL POWER CONDUITS AND ALL SIGNAL AND/OR CONTROL CONDUITS** IN ORDER TO AVOID ANY ELECTRICAL NOISE INTERFERENCE WITH THE CABLES OR WIRES WITHIN THESE SIGNAL AND CONTROL CONDUITS.
5. EXCAVATION, TRENCHING AND BACKFILLING SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 2 OF THIS CONTRACT.
6. CONCRETE ENCASEMENT SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 3 OF THIS CONTRACT.
7. REINFORCING STEEL SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 3 OF THIS CONTRACT.
8. REFER TO THE CONTRACT DRAWINGS FOR SPECIFIC DETAILS FOR CONCRETE ENCASEMENT AND REINFORCING OF ELECTRICAL DUCT BANKS.
9. INSTALL MARKER TAPE THE ENTIRE LENGTH OF EACH DUCT BANK.
10. THERE SHALL BE **3" SPACING** SEPARATION BETWEEN ALL CONDUITS, EXCEPT AS NOTED. ALSO THERE SHALL BE **3" SPACING** ALL AROUND OUTSIDE OF THE CONDUIT DUCTBANK (TYP).

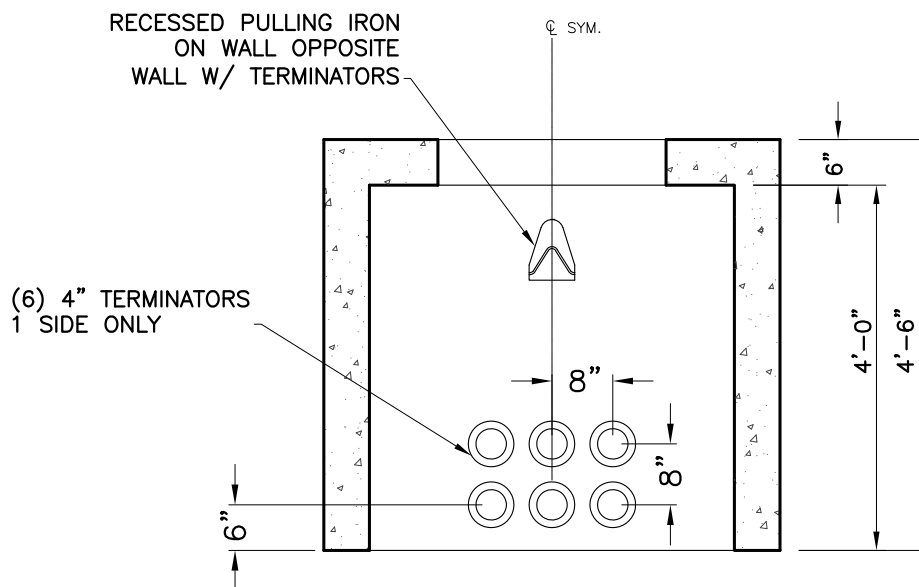
TYPICAL DUCT BANK DETAIL

NTS
E-101





PLAN



ELEVATION

OPEN BOTTOM

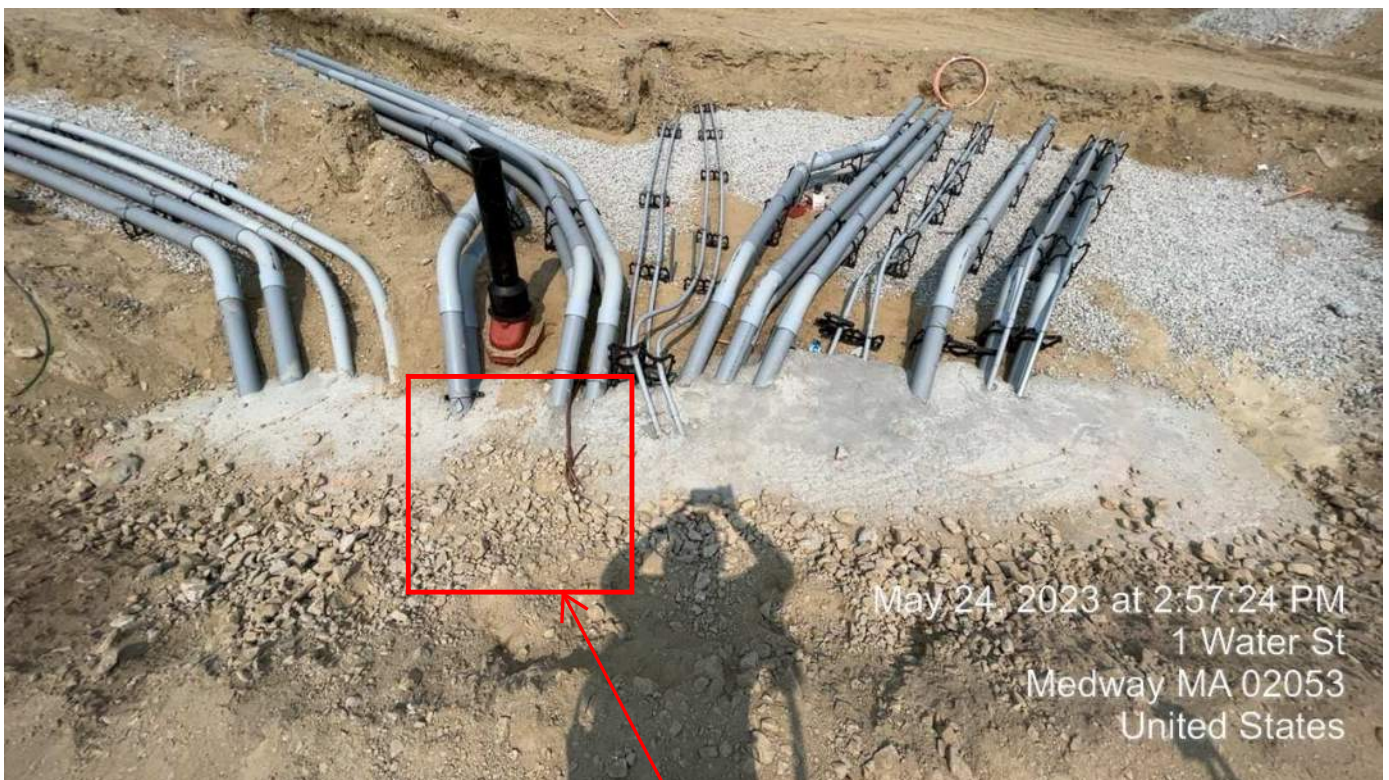
NOTES:

1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. DESIGN LOADING: AASHTO HS-20-44
3. STEEL REINFORCEMENT CONFORMS TO ASTM A615, GRADE 60.
4. MINIMUM STEEL COVER 2".

SHEA PRODUCT ID:	HH-444	FILE NAME:	POPULATIC WTP SECONDARY HH			
WEIGHT (LBS):	6675	DRAWN BY:	L.P.	DATE:	5/26/2023	PAGE: 1 OF 1

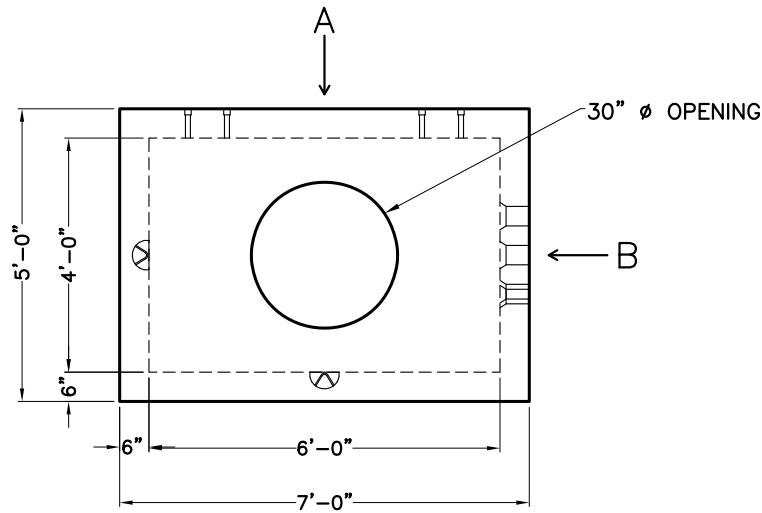


Proposed Path for Secondary Conduits
See Sheet 2 of this Document for Notes

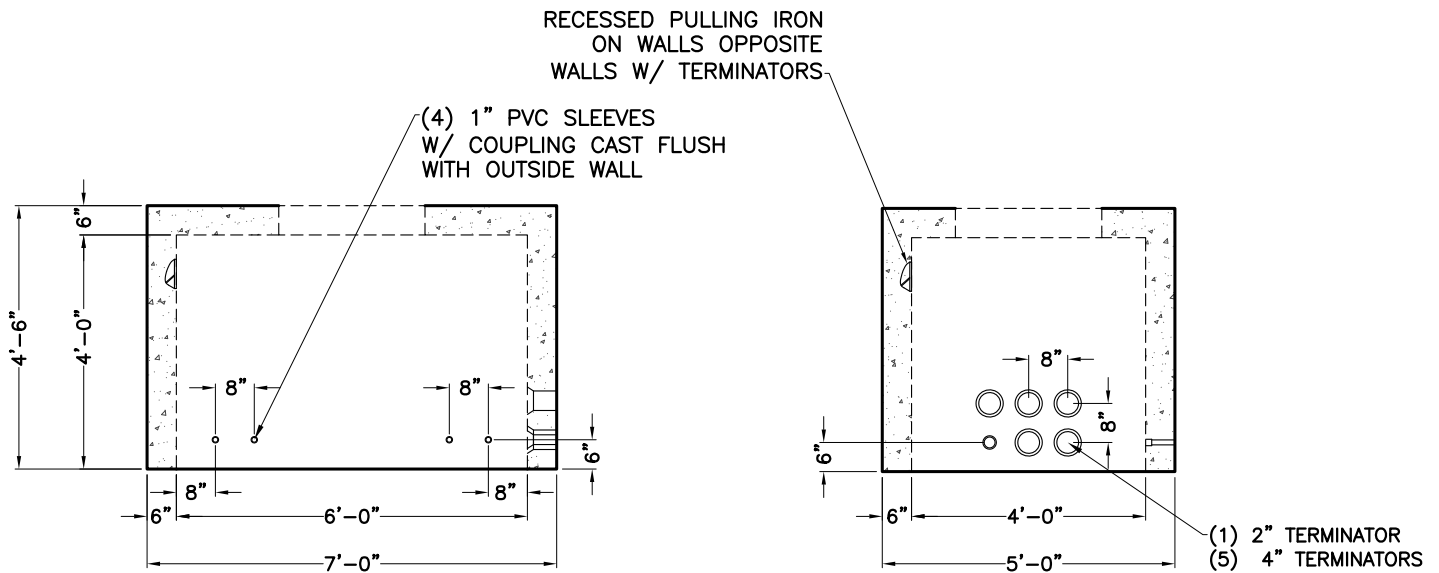


Rough Proposed Location for Secondary
Manhole See Sheet 2 of this Document
for Notes

POPULATIC WTP GENERATOR HANDHOLE



PLAN



ELEVATION A

ELEVATION B

NOTES:

1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. DESIGN LOADING: AASHTO HS20-44.
3. STEEL REINFORCEMENT CONFORMS TO ASTM A615, GRADE 60.
MINIMUM STEEL COVER 2".

SHEA PRODUCT ID:	HH-464	FILE NAME:	POPULATIC WTP GENERATOR HH		
WEIGHT (LBS):	8160	DRAWN BY:	L.P.	DATE:	5/30/2023
				PAGE:	1 OF 1



Proposed Path for Generator Conduits
See Sheet 2 of this Document for Notes



Rough Proposed Location for
Generator/EV Manhole See Sheet 2 of
this Document for Notes

Project: 22-06-073 - Medway Populatic WTP
 19 Populatic Street
 Medway, Massachusetts 02053

Prime Contract Potential Change Order #020: RFI 126A - Added ductbank

TO:	Walsh Construction 100 River Ridge Rd Norwood, Massachusetts 02062	FROM:	Marguerite Concrete Inc. 11 Rosenfeld Drive Hopedale, Massachusetts 01747
PCO NUMBER/REVISION:	020 / 0	CONTRACT:	2206073 - Medway Populatic WTP
REQUEST RECEIVED FROM:		CREATED BY:	Jamie Gilrein (Marguerite Concrete Inc.)
STATUS:	Pending - Not Proceeding	CREATED DATE:	8/15/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$21,424.18

POTENTIAL CHANGE ORDER TITLE: RFI 126A - Added ductbank

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #023 - RFI 126A

RFI 126A - Added ~200 LF Electrical Duct bank

ATTACHMENTS:

[Pages from RFI_126A_Duct Bank Rerouting New E2-E2 ductbank.pdf](#)

Description	UOM	Unit Price	Quantity	Subtotal
Carpenter	hours	\$94.68	32	\$3,029.76
Iron Worker	hours	\$112.07	32	\$3,586.24
Laborer	hours	\$81.71	32	\$2,614.72
Formwork	lf	\$3.00	420	\$1,260.00
#4 Rebar & Delivery	ls	\$1,680.00	1	\$1,680.00
Concrete	cy	\$137.00	7	\$959.00
Flow fill	cy	\$105.00	20	\$2,100.00
39M Concrete Pump	days	\$2,400.00	1	\$2,400.00
washout	ls	\$1,000.00	1	\$1,000.00
OH&P 15.00%				\$2,794.46
Grand Total:				\$21,424.18

Walsh Construction
 100 River Ridge Rd
 Norwood, Massachusetts 02062

Marguerite Concrete Inc.
 11 Rosenfeld Drive
 Hopedale, Massachusetts 01747

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**MEDWAY, MA
POPULATIC WATER TREATMENT PLANT**

DATE: 7/6/2023

RFI NO.: 126A

^A

TO: Walsh Construction

FROM: Wright-Pierce

**REFERENCE OR AFFECTED
DESIGN DOCUMENT(S)**

SPEC.

SECT.:

DWG.: C-5, E-4, E-31

OTHER: RFI 126

SUBJECT: Duct Bank Rerouting

**DESCRIPTION
OF REQUEST:**

Refer to RFI 126 (attached).

Additional info attached? Y ☒ N ☐

Response needed by:

-

Signed:

-

**RESPONSE TO
REQUEST:**

See attached for updated routing sketch (updated 7/6/2023 with new alignment) of duct bank E2-E2, which is to be modified/relocated.

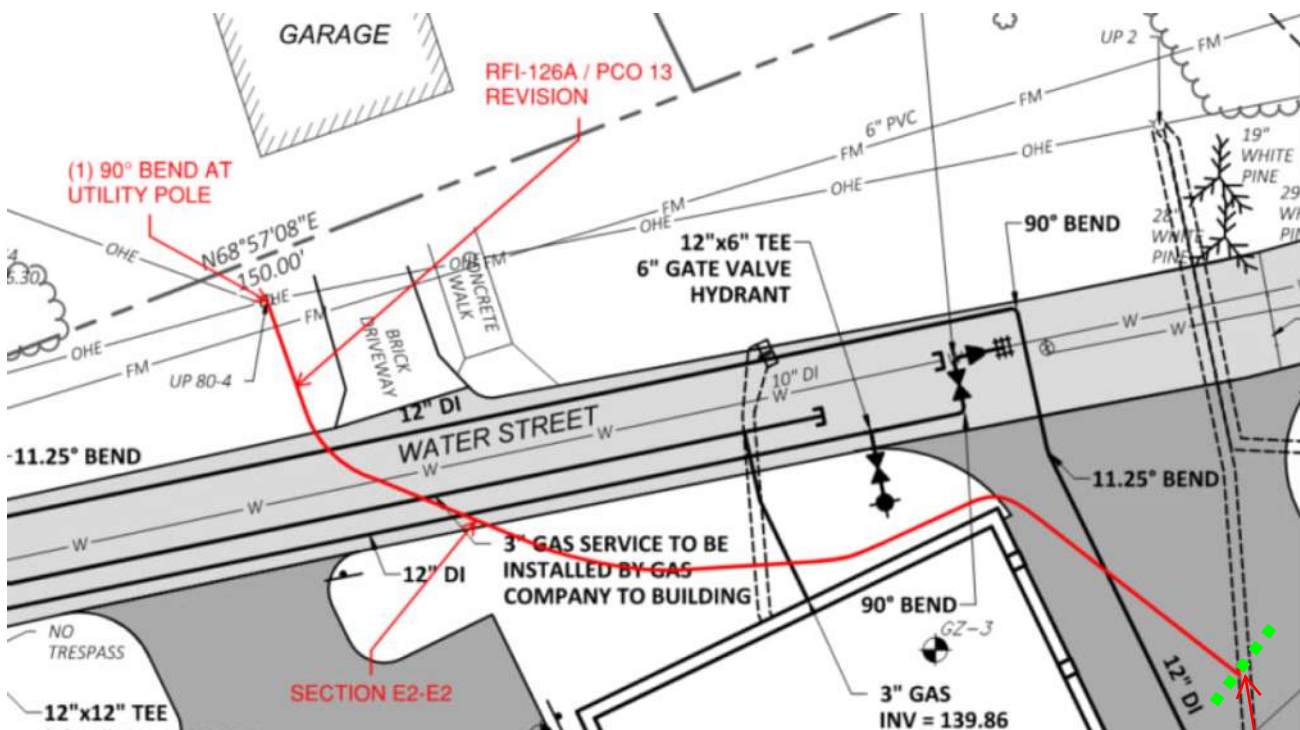
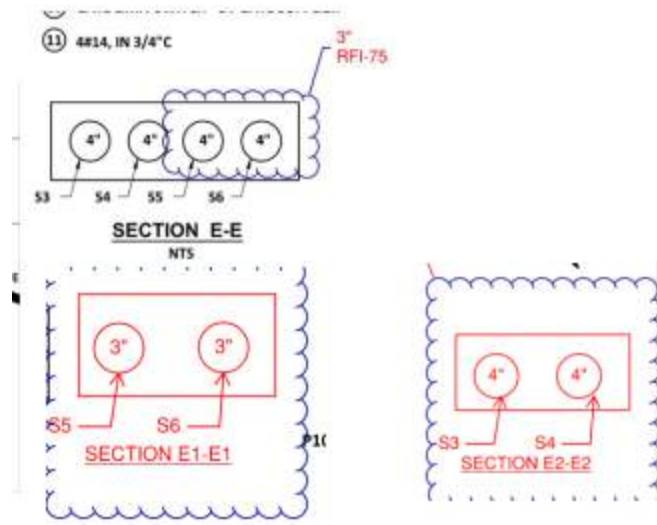
Additional info attached? Y ☒ N ☐

Signed: J. Cray

Date: 7/6/2023

cc: Steve Small
Ernie Nwangu
Keith Black, PE

UPDATED ROUTING SKETCH
7/6/2023
RFI 126A



		FIBER OPTIC CABLE	BP	IT RACK
S3	4"	FIBER OPTIC CABLE	BP	IT RACK
S4	4"	COAX CABLE	BP	IT RACK
S5	4"	FIBER OPTIC CABLE	UTILITY POLE	FACP
S6	4"	SPARE	UTILITY POLE	FACP
S7	3"	(3)-2C #16 TWS	MCC-1 (VFD-SIC-180)	LCS-180
S8	3/4"	(2)-2C #16 TWS	MCP	LIT-180
S9	1"	(3)-2C #16 TWS	MCC-1 (VFD-SIC-181)	LCS-181
S10	1"	(3)-2C #16 TWS	MCC-1 (VFD-SIC-182)	LCS-182
S11	1"	(3)-2C #16 TWS	MCC-1 (VFD-SIC-183)	LCS-183

3" RFI-75
Spare to be terminated at the base of the pole.
RFI-75

LAST SAVED BY

Reference sheets: E-3, E-4, and E-37

ATION
 O MARKED
 CLUDED
 OF THIS

**MEDWAY, MA
POPULATIC WATER TREATMENT PLANT**

DATE: 5/31/2023

RFI NO.: 126

TO: Walsh Construction

FROM: Wright-Pierce

**REFERENCE OR AFFECTED
DESIGN DOCUMENT(S)**

**SPEC.
SECT.:** _____

DWG.: C-5, E-4, E-31

OTHER: _____

SUBJECT: Duct Bank Rerouting at Valves Outside of Garage

**DESCRIPTION
OF REQUEST:**

Please review the following attached proposal for duct bank modifications and planned course of action for the pathing and placement of duct banks outside the garage footprint.

Additional info attached? Y ☒ N ☐ **Response needed by:** 6/14/2023 **Signed:** J. Conrad

**RESPONSE TO
REQUEST:**

No exceptions taken to the proposed corrective action. Excavatable flowable fill shall be used for duct banks in these areas instead of reinforced concrete.

Note that the routing of duct bank E2-E2 shown on the mark-up is to be modified/relocated within Water St. based on review comments of PCO 13.

Additional info attached? Y ☐ N ☒ **Signed:** J. Cray / A. Medjamia **Date:** 6/1/2023

cc: Steve Small
Ernie Nwangu
Keith Black, PE

SKETCH UPDATED
WITH NEW
ALIGNMENT PER
RFI 126A, 7/6/2023,
ATTACHED.



05-31-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-163

RE: Duct Bank Rerouting at Valves Outside of Garage

Dear Mr. Cray:

Please see attached RFI from Walsh Construction and WJ Griffin Electric.

Sincerely:

Jack Conrad

Walsh Construction Company II, LLC

COPIES TO:
Project File



Walsh Construction Company II
19 Populatic Street
Medway MA 02053

Request For Information

RFI-126

TOWN OF MEDWAY
Owner Job # 20600A
Printed On: MAY-31-2023
Page 1 of 1

Subject: Duct Bank Rerouting at Valves Outside of Garage

Date: MAY 31, 2023

Project: Medway Populatic WTP

Job: 222083

Address: 19 Populatic Street
Medway MA 02053

Required: JUN 14, 2023

Phone:

Fax:

To: James Cray
WRIGHT-PIERCE

From: Jack Conrad - Walsh Construction Company II

Co-Author:

Contact:

Co-Author RFI Number:

Reference:

RFI Importance: Normal

RFI Category:

RFI Discipline:

Drawing/Sheet No.:

Drawing/Sheet Name:

Request:

Please review the following attached proposal for duct bank modifications and planned course of action for the pathing and placement of duct banks outside the garage footprint.

Suggestion:

Cost Impact: Potentially

Cost Amount:

Schedule Impact: Potentially

Days:

Answer: ☐ Accept Suggestion

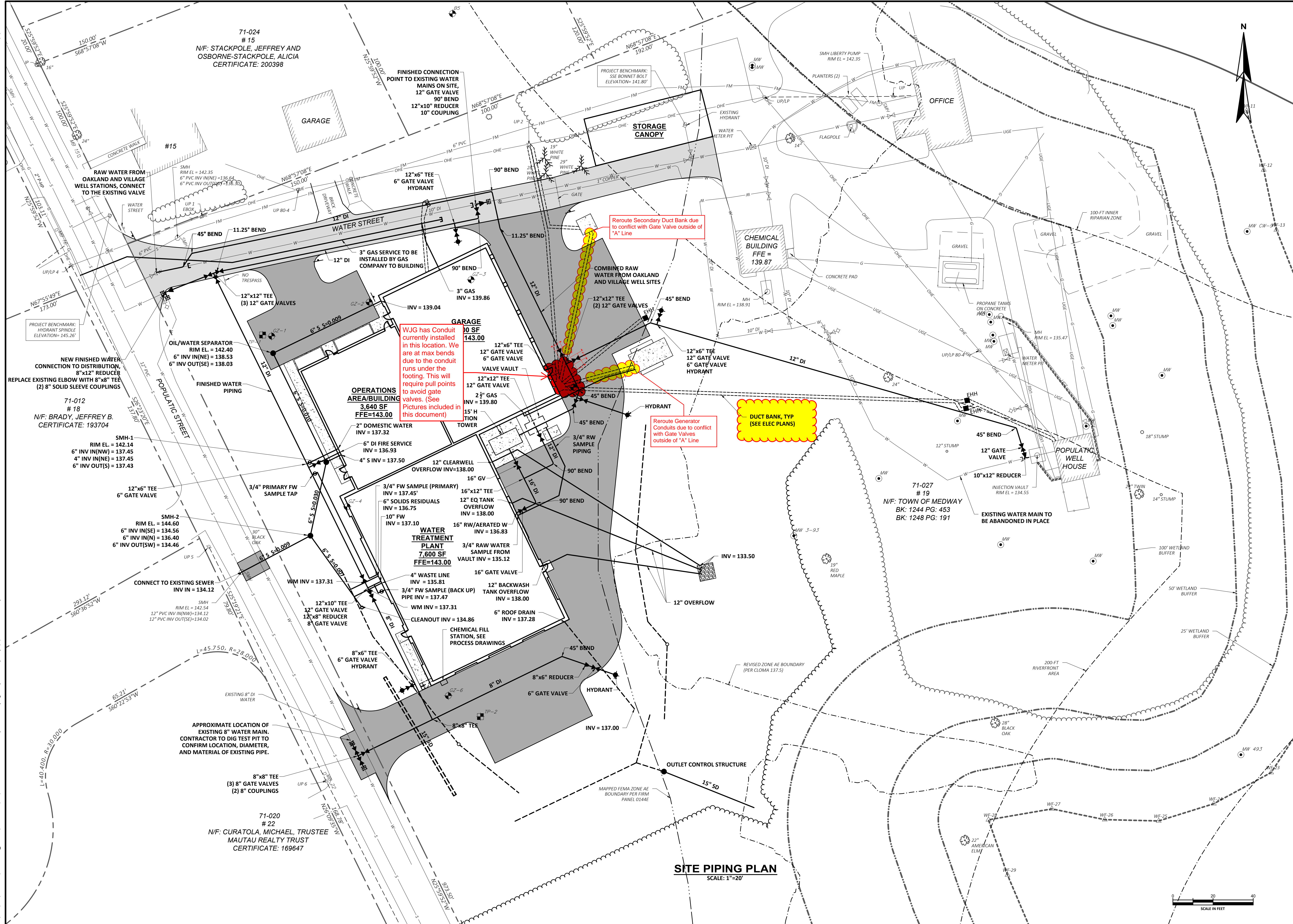
Answered By:

Signed: _____

Date:

Distribution:

LAST SAVED BY: DANIEL METZ 3/7/2022 7:32 AM
A:\ENGINEERING\20600-WTP-DESIGN\DRAWINGS\CIV 20600-CS-PIPING\PLAN.DWG | 20600-CS-PIPING\PLAN.DWG | 1.2.5849 | 3/7/2022 7:35:46 AM | DANIEL METZ



REVISIONS		APPROVED	DATE
NO			

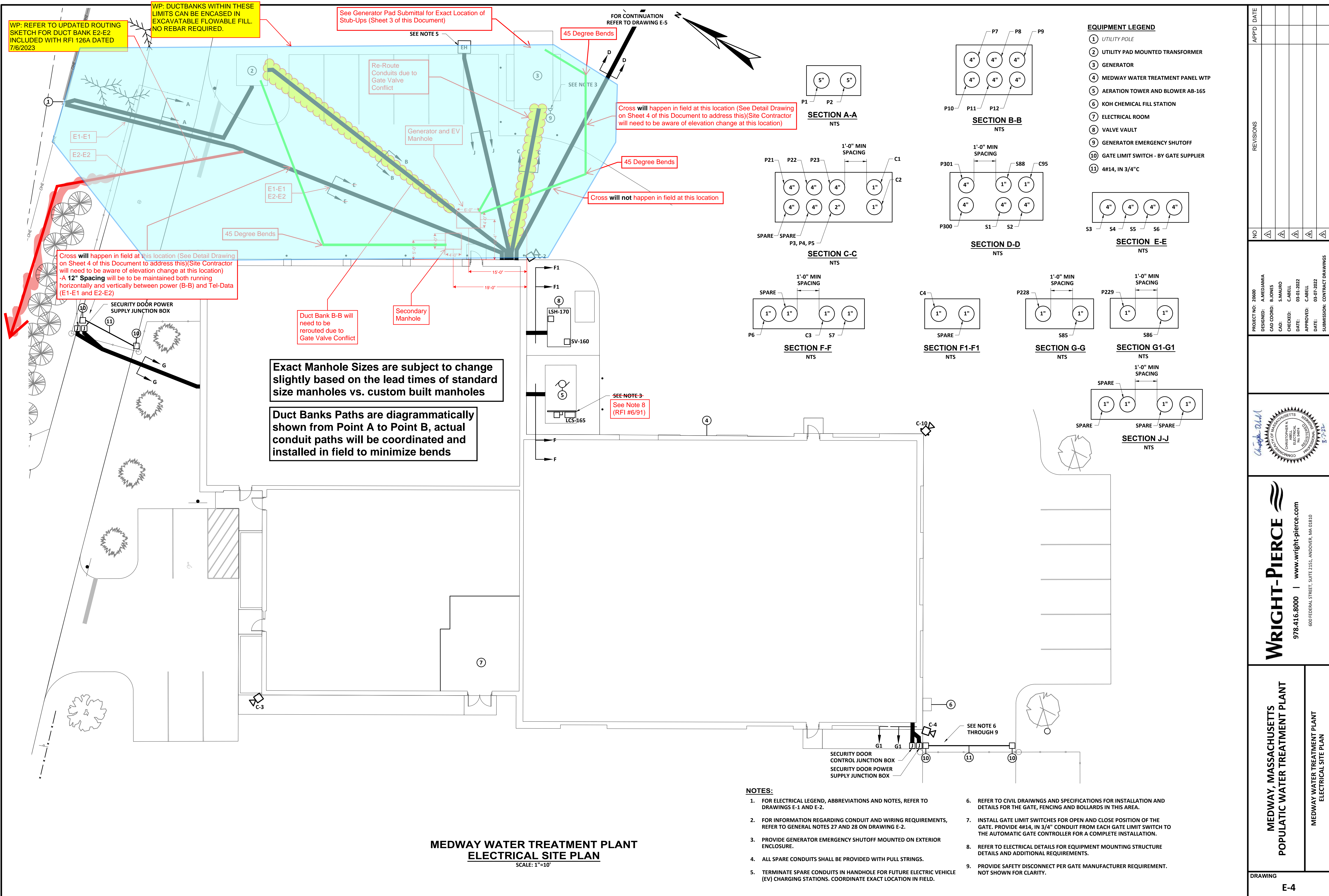
PROJECT NO: 20600	DESIGNED: C.DAGLE
CAD COORD: B.JONES	CAD: D.METZ
CHECKED: J.PRIEBLE	DATE: 03-01-2022
APPROVED: J.CRAY	DATE: 03-07-2022
SUBMISSION: CONTRACT DRAWINGS	

WRIGHT-PIERCE
978.416.8000 | www.wright-pierce.com
600 FEDERAL STREET, SUITE 2151, ANDOVER, MA 01810

**MEDWAY, MASSACHUSETTS
POPULATIC WATER TREATMENT PLANT**

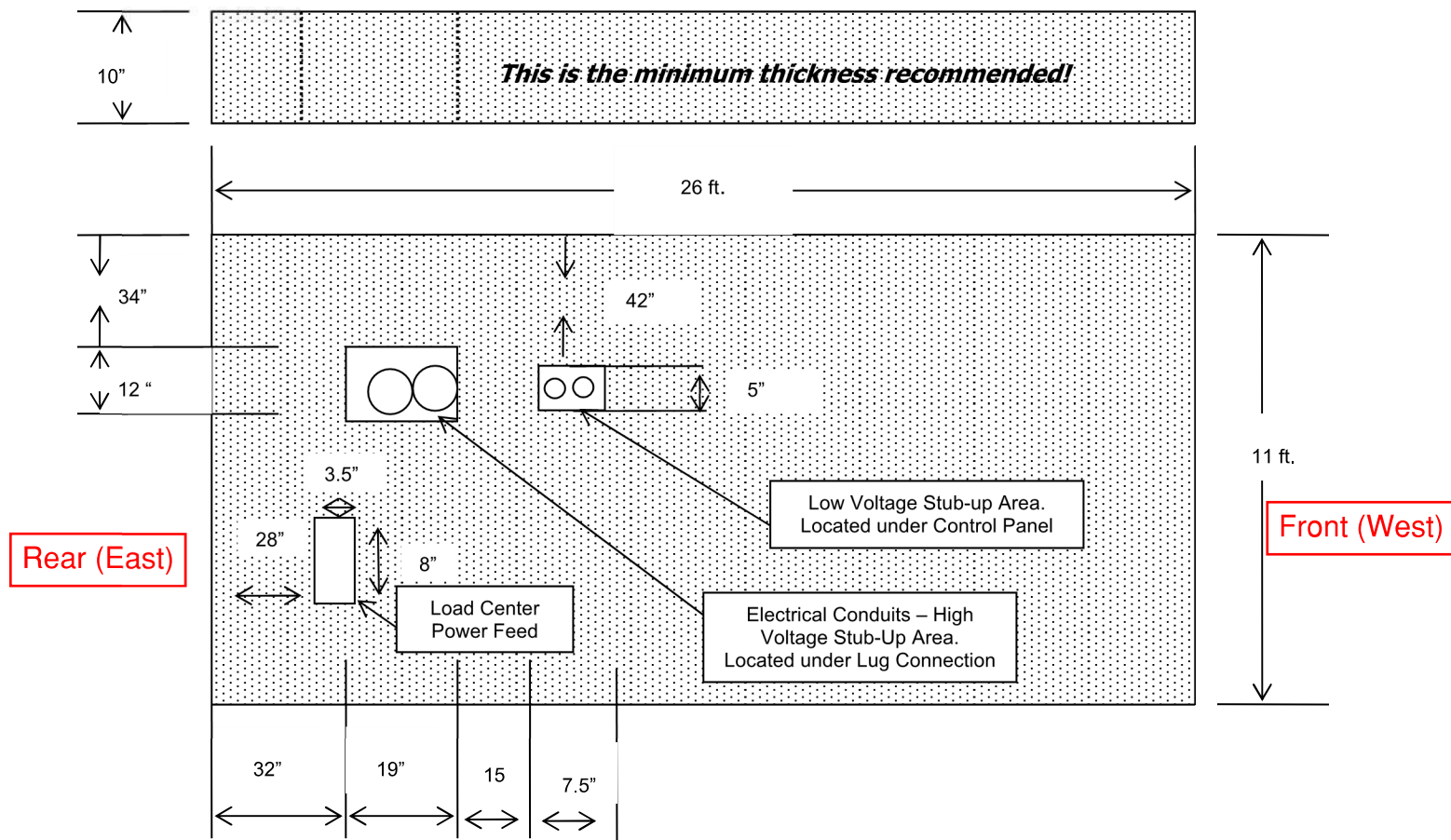
SITE PIPING PLAN

DRAWING
C-5



Proposed Pad Detail Layout SG750 1 Breaker

NOTE: This concrete pad design and detail is a recommendation by ASNE for the applicable unit. It is highly recommended that the Contractor review this recommendation with their Engineer prior to proceeding with this construction!



Suggested mixture of concrete (by volume) is 1:2:3 of cement, sand and aggregate with a maximum four inch (100mm) slump with a 28 day compression strength of 3000psi (200MPa).

The concrete base should be reinforced with No. 8 gauge steel wire fabric or equivalent, horizontally placed on 6 inch (150mm) centers.

An alternate reinforcement method is to place No. 6 reinforcing bars on 12 inch (300mm) centers horizontally. Bars should clear the foundation surface a minimum of 3 inches (75mm).

FINISH GRADE

30" MIN.

64" for Secondary Duct Bank B-B

52" for Generator Duct Bank C-C

EXCAVATION AND TRENCHING FOR DUCT BANKS (BY DIV 2) (SEE NOTE 5 BELOW)

MARKER TAPE APPROX. 12" BELOW GRADE (SEE NOTE 9 BELOW)

CLEAN BACKFILL CONTAINING NO ROCKS LARGER THAN 5" DIAMETER (BY DIVISION 2) (SEE NOTE 5 BELOW)

P1 (SEE NOTE 2 BELOW)

Spacers, Conduit, Rebar

4"

4"

4"

3" TYP, SEE NOTE 10

C1 (SEE NOTE 2 BELOW)

CONCRETE ENCASEMENT (BY DIVISION 3) (SEE NOTES 6 AND 8 BELOW)

(SEE NOTE 4 BELOW)

SEE NOTE 3 BELOW

3" Spacers with 2" Re-bar (See S-14)

0 INCHES

10 INCHES

20 INCHES

30 INCHES

40 INCHES

50 INCHES

60 INCHES

70 INCHES

80 INCHES

90 INCHES

100 INCHES

110 INCHES

120 INCHES

130 INCHES

140 INCHES

150 INCHES

160 INCHES

170 INCHES

180 INCHES

190 INCHES

200 INCHES

210 INCHES

220 INCHES

230 INCHES

240 INCHES

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370 INCHES

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390 INCHES

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2060 INCHES

2070 INCHES

2080 INCHES

2090 INCHES

2100 INCHES

2110 INCHES

2120 INCHES

2130 INCHES

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2160 INCHES

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2180 INCHES

2190 INCHES

2200 INCHES

2210 INCHES

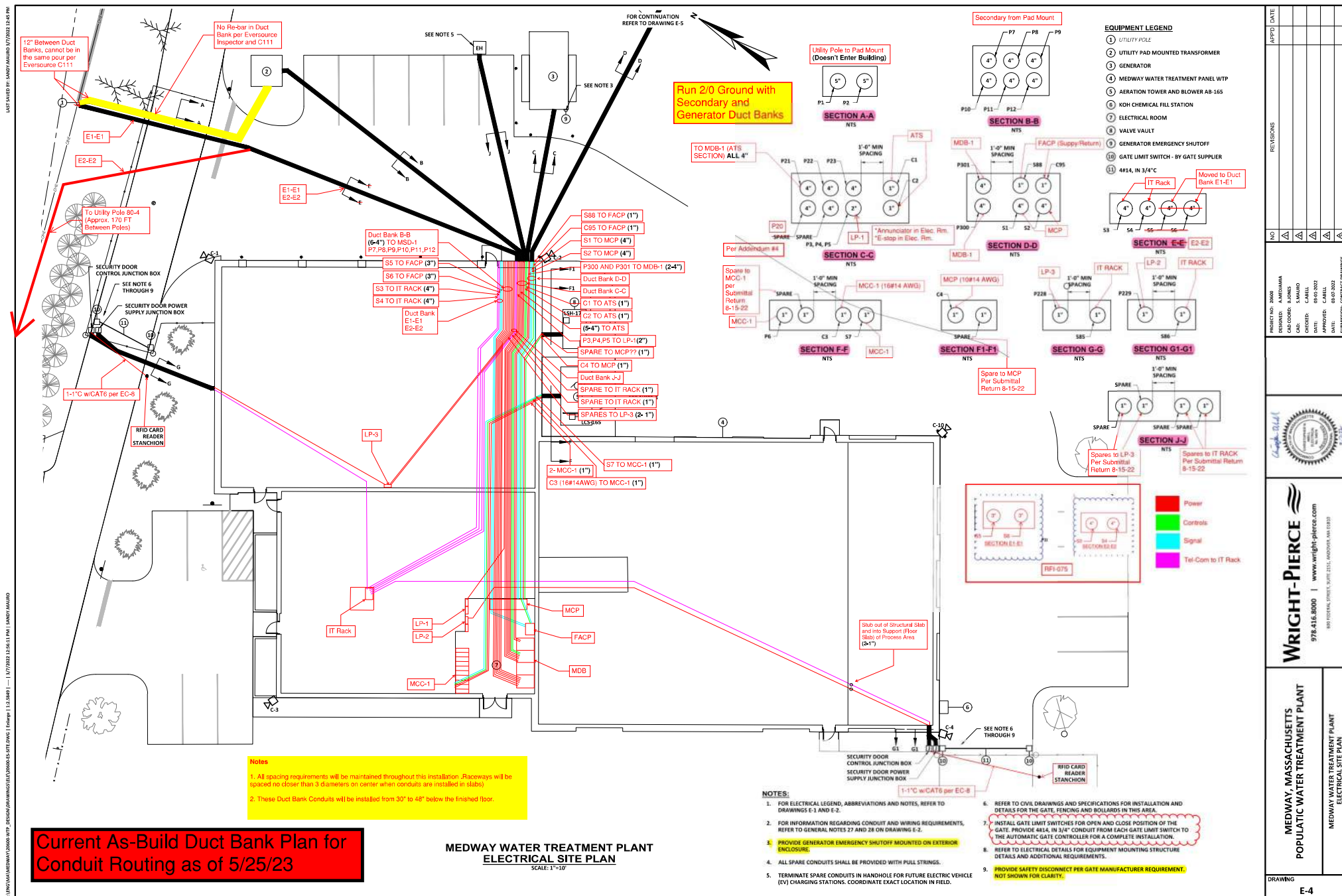
2220 INCHES

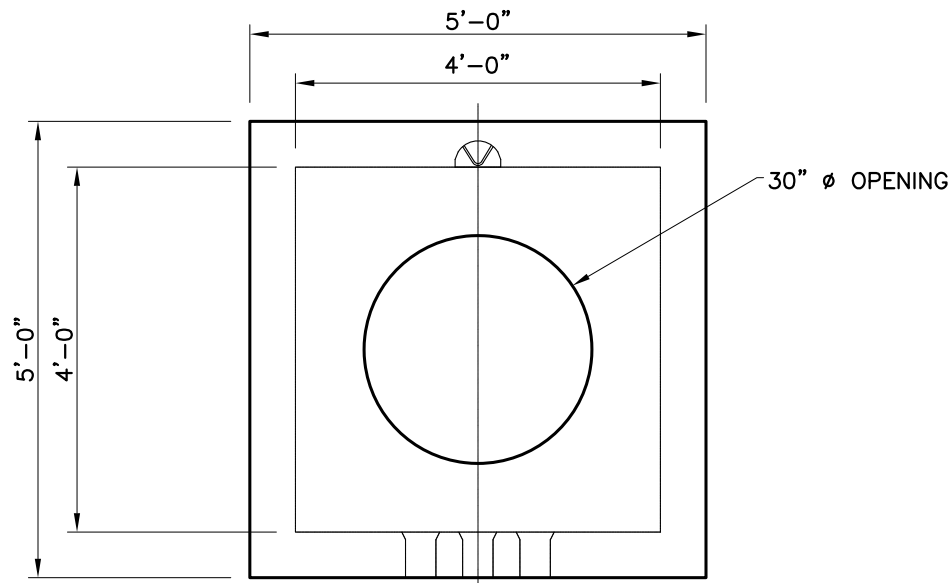
2230 INCHES

NOTES: (DUCT BANK DETAIL)

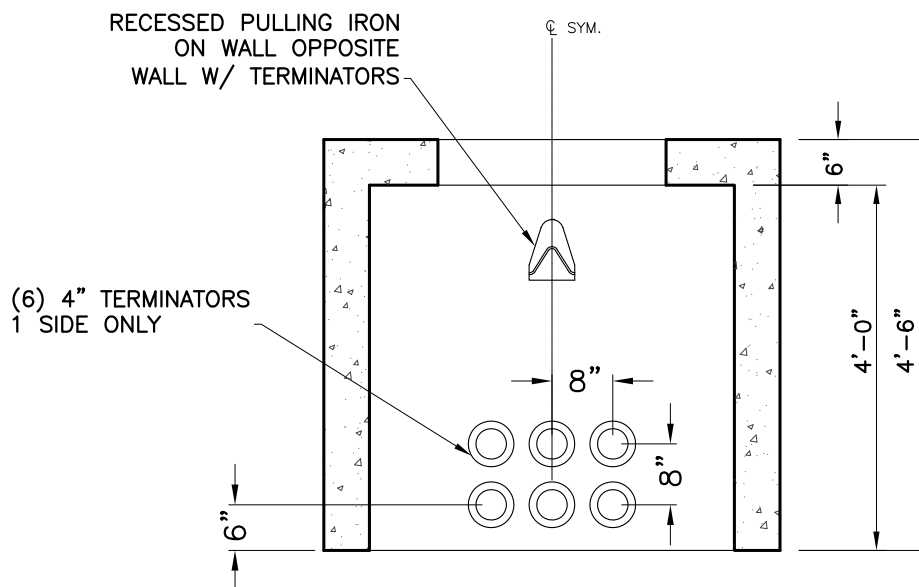
1. DIMENSIONS TYPICAL FOR ALL DUCT BANKS, UNLESS OTHERWISE NOTED.
2. FOR CONDUIT DETAILS, SEE CONDUIT AND WIRE SCHEDULES. REFERENCES P1 AND C1 DENOTES CONDUIT NUMBERS. REFER TO SPECIFIC DUCT BANK SECTIONS AND CONDUIT AND WIRE SCHEDULES FOR DETAILS.
3. THIS TYPICAL DUCT BANK SECTION HAS BEEN SHOWN AS AN EXAMPLE OF THE REQUIREMENTS FOR THE UNDERGROUND INSTALLATION FOR THE DUCT BANK SYSTEM. THIS DENOTES SPECIFIC SPACING, CONCRETE ENCASEMENT, REINFORCING, ETC. REQUIRED FOR DUCT BANK INSTALLATIONS. THE SPECIFIC CONDUIT SIZING AND NUMBERS HAVE BEEN SHOWN BY EACH SPECIFIC DUCT BANK SECTION.
4. IT SHALL BE REQUIRED THAT A MINIMUM OF 1'-0" CLEARANCE BE PROVIDED AT ALL TIMES BETWEEN ALL POWER CONDUITS AND ALL SIGNAL AND/OR CONTROL CONDUITS IN ORDER TO AVOID ANY ELECTRICAL NOISE INTERFERENCE WITH THE CABLES OR WIRES WITHIN THESE SIGNAL AND CONTROL CONDUITS.
5. EXCAVATION, TRENCHING AND BACKFILLING SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 2 OF THIS CONTRACT.
6. CONCRETE ENCASEMENT SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 3 OF THIS CONTRACT.
7. REINFORCING STEEL SHALL BE FURNISHED AND INSTALLED UNDER DIVISION 3 OF THIS CONTRACT.
8. REFER TO THE CONTRACT DRAWINGS FOR SPECIFIC DETAILS FOR CONCRETE ENCASEMENT AND REINFORCING OF ELECTRICAL DUCT BANKS.
9. INSTALL MARKER TAPE THE ENTIRE LENGTH OF EACH DUCT BANK.
10. THERE SHALL BE 3" SPACING SEPARATION BETWEEN ALL CONDUITS, EXCEPT AS NOTED. ALSO THERE SHALL BE 3" SPACING ALL AROUND OUTSIDE OF THE CONDUIT DUCTBANK (TYP).

TYPICAL DUCT BANK DETAIL





PLAN



ELEVATION

OPEN BOTTOM

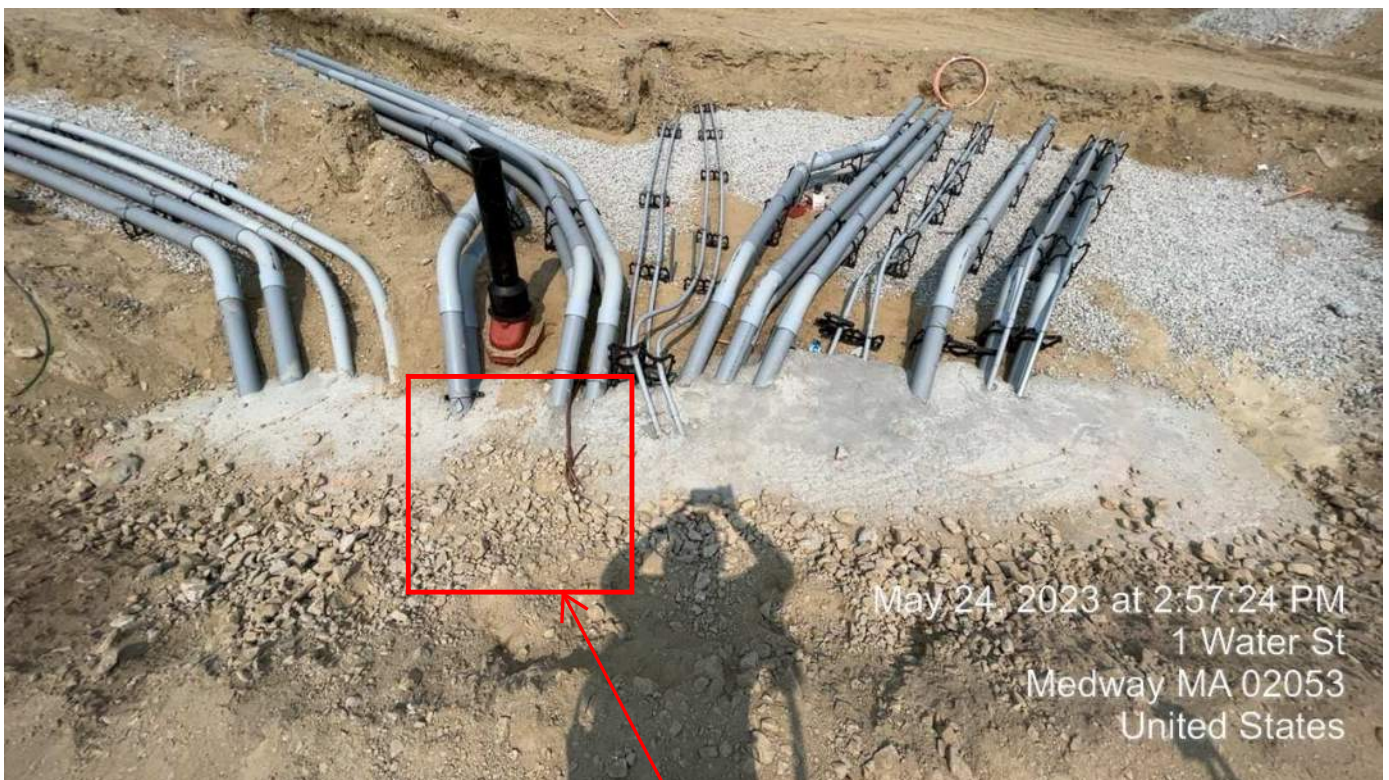
NOTES:

1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. DESIGN LOADING: AASHTO HS-20-44
3. STEEL REINFORCEMENT CONFORMS TO ASTM A615, GRADE 60.
4. MINIMUM STEEL COVER 2".

SHEA PRODUCT ID:	HH-444	FILE NAME:	POPULATIC WTP SECONDARY HH			
WEIGHT (LBS):	6675	DRAWN BY:	L.P.	DATE:	5/26/2023	PAGE: 1 OF 1
773 Salem Street-Wilmington, MA 153 Cranberry Hwy-Rochester, MA 87 Haverhill Road-Amesbury, MA 160 Old Turnpike Rd-Nottingham, NH						

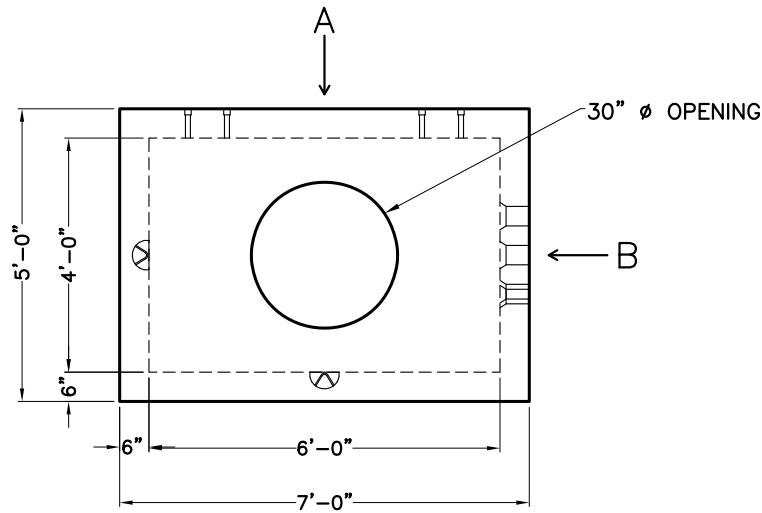


Proposed Path for Secondary Conduits
See Sheet 2 of this Document for Notes

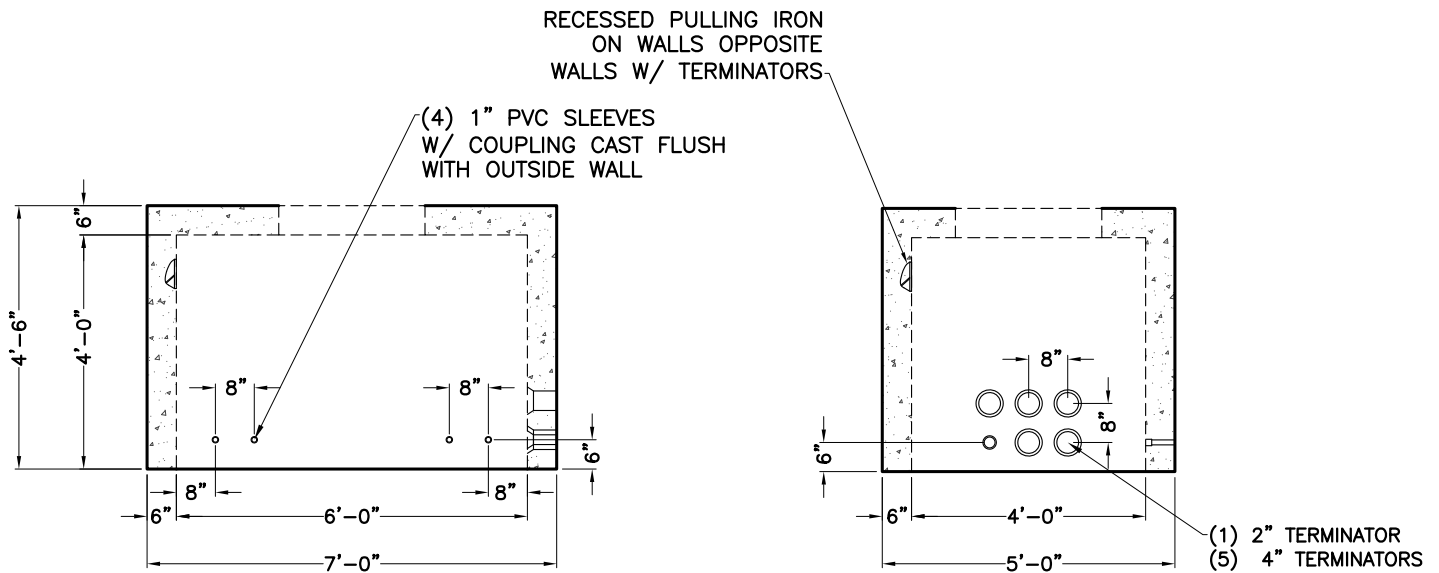


Rough Proposed Location for Secondary
Manhole See Sheet 2 of this Document
for Notes

POPULATIC WTP GENERATOR HANDHOLE



PLAN



ELEVATION A

ELEVATION B

NOTES:

1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. DESIGN LOADING: AASHTO HS20-44.
3. STEEL REINFORCEMENT CONFORMS TO ASTM A615, GRADE 60.
MINIMUM STEEL COVER 2".

SHEA PRODUCT ID:	HH-464	FILE NAME:	POPULATIC WTP GENERATOR HH		
WEIGHT (LBS):	8160	DRAWN BY:	L.P.	DATE:	5/30/2023
				PAGE:	1 OF 1



Proposed Path for Generator Conduits
See Sheet 2 of this Document for Notes



May 24, 2023 at 2:57:33 PM
1 Water St
Medway MA 02053
United States

Rough Proposed Location for
Generator/EV Manhole See Sheet 2 of
this Document for Notes



11-29-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-240

RE: WCOR-021 Rigid Conduit Transitions

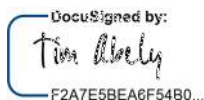
Dear Mr. Cray:

Please see the attached revised detailed cost proposal for the changes associated with RFI-099 Rigid Conduit Transitions. The cost for the credit is \$24,532.80.

WPCO-021 has been established for tracking all costs and impacts associated with this change. We are available at your earliest convenience to discuss this in detail. If you have any questions please do not hesitate to reach out.

Attachments:
WCOR-021 Detailed Cost Proposal
Wayne Griffin's Proposal
RFI-99

Sincerely:

DocuSigned by:

F2A7E5BEA6F54B0...

Timothy Abely

Walsh Construction Company II, LLC

COPIES TO:
Project File

Walsh Construction Company
100 River Ridge Drive
Norwood, MA 02062

Change Order Request Cost
Breakdown

Medway Populatic WTP
Contract #: 20600A
11/29/2023



Walsh Construction

WCOR-021

Rigid Conduit Transitions Credits

Description	Cost
Rigid Conduit Transitions	-\$24,532.80

Total	-\$24,532.80
--------------	---------------------

This change order request is a result of the response per the RFI-99 as it relates to the credit for the rigid steel conduit transitions.

Medway Populatic WTP
Contract #: 20600A
11/29/2023



-\$24,532.80



WAYNE J.
GRIFFIN ELECTRIC
INC.

October 27, 2023

VIA EMAIL ONLY: tjabely@walshgroup.com

Mr. Tim Abely, Project Manager
Walsh Construction Company II, LLC
100 River Ridge Drive, 1st Floor Suite 100
Norwood, MA 02062

RE: Job #2811 - Populatic Water Treatment Plant, Medway, MA
Proposal #27, Supersedes Proposal #9

Dear Mr. Abely:

Wayne J. Griffin Electric, Inc. ("WJGEI") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

WJGEI to provide the labor and material associated with RFI-99.

Total \$ (23,211.84)

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us. The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

2395 Pleasantdale Road
Suite 14
Doraville, GA 30340
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (508) 306-5233 or achurch@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Alfred J. Church
Project Manager

AJC/law

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Rob Modzelewski, Assistant Project Manager, Walsh Construction,
rmodzelewski@walshgroup.com
Shannon Hynes, Project Engineer, Walsh Construction Company II, LLC,
shynes@walshgroup.com
Bill Myatt, Superintendent, Walsh Construction Company II, LLC,
wmyatt@walshgroup.com
Chris Mulcahy, Project Foreman, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0027, RFI-99 Duct Bank Transition RGS
Date: 10/26/2023
Project Name: Populatic Water Treatment Plant
Project Number: 02811-00-22
Page Number: 1

Work Description

Provide labor and material associated with RFI-99.

Itemized Breakdown

Description	Qty	Net Price	UM	Materials (\$)	Labor	Total Hours
Tools	0.00	0.0000	HRS	0.000	0.000	0.000
As Builts	0.00	0.0000	HRS	0.000	0.000	0.000
Safety	0.00	0.0000	HRS	0.000	0.000	0.000
Field Layout/Coordination	0.00	0.0000	HRS	0.000	0.000	0.000
Supervision	0.00	0.0000	HRS	0.000	0.000	0.000
1" RIGID CONDUIT	-560.00	6.1103	FT	-3,421.770	0.070	-39.200
2" RIGID CONDUIT	-70.00	11.9016	FT	-833.110	0.080	-5.600
4" RIGID CONDUIT	-1,200.00	16.8327	FT	-20,199.240	0.148	-177.600
1" PVC SCHEDULE 40	560.00	1.6829	FT	942.420	0.060	33.600
2" PVC SCHEDULE 40	70.00	3.4453	FT	241.170	0.070	4.900
4" PVC SCHEDULE 40	1,200.00	7.8800	FT	9,456.000	0.090	108.000
Totals				-13,814.53		-75.90
Tax				0.00		
Materials with Tax				-13,814.53		

Summary

Itemized Breakdown Total		-13,814.53
Electrical Journeyman	(-75.9000 hrs @ \$93.86 / hr)	-7,123.97
		-7,123.97
Labor Burden	(\$-7,123.97 @ 30.00%)	-2,137.19
		-2,137.19
Bond	(\$-23,075.69 @ 0.59%)	-136.15
		-136.15
		-2,273.34
Total		-\$23,211.84



WCOR-021
Rigid Conduit Transitions Credits

Description	Cost
Rigid Conduit Transitions	-\$20,492.54

Total	-\$20,492.54
--------------	---------------------

This change order request is a result of the response per the RFI-99 as it relates to the credit for the rigid steel conduit transitions.

WP Electrical Comments:

•The distance used to calculate the credit should be 80'+, this distance is measured from 15' inside the building footprint to the rooms where the conduits will stub up.
we credited (17) 4" conduits at 70' each. This is more in line with what was installed since we own rigid sweeps at equipment and carried and installed 20' of conduit at foundation vs 15'.
•Provide credit for all conduit sizes. The submitted change order only showed the credit for 4" GRC. Can revise credit to include (7) 1" conduits and (1) 2" conduit.

•Labor units used for 4" GRC is less than labor units used for previous change order request. Labor units shall be based on the National Electrical Contractors Association Manual of Labor Units. This manual is what Griffin Electric has referenced on past change orders. The submitted labor units for 4" GRC and PVC are incorrect.

•Provide credits for the labor associated with bending, cutting, and threading of ridged galvanized conduits. No cutting threading required that wasn't needed. We installed factory rigid sweeps. All other conduit was straight 10' runs connected with coupling.

•The cost used for the credit associated with 4" GRC is less than the added cost used for 3" GRC in a previously submitted change order request. Review and revise cost of 4" GRC.
This discrepancy was corrected in the gate valve proposal which is now in line with values in this credit.



09-07-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-198

RE: WCOR-021 Rigid Conduit Transitions Credit

Dear Mr. Cray:

Please see the attached detailed cost proposal for the changes associated with RFI-099 Rigid Conduit Transitions. The cost for the credit is \$20,492.54.

WPCO-021 has been established for tracking all costs and impacts associated with this change. We are available at your earliest convenience to discuss this in detail. If you have any questions please do not hesitate to reach out.

Attachments:
WCOR-021 Detailed Cost Proposal
Wayne Griffin's Proposal
RFI-99

Sincerely:

DocuSigned by:

F2A7E5BEA6F54B0...
Timothy Abely

Walsh Construction Company II, LLC

COPIES TO:
Project File



WCOR-021
Rigid Conduit Transitions Credits

Description	Cost
Rigid Conduit Transitions	-\$20,492.54

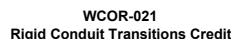
Total	-\$20,492.54
--------------	---------------------

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WP Electrical Comments:

- The distance used to calculate the credit should be 80'+, this distance is measured from 15' inside the building footprint to the rooms where the conduits will stub up.
- Provide credit for all conduit sizes. The submitted change order only showed the credit for 4" GRC.
- Labor units used for 4" GRC is less than labor units used for previous change order request. Labor units shall be based on the National Electrical Contractors Association Manual of Labor Units. This manual is what Griffin Electric has referenced on past change orders. The submitted labor units for 4" GRC and PVC are incorrect.
- Provide credits for the labor associated with bending, cutting, and threading of ridged galvanized conduits.
- The cost used for the credit associated with 4" GRC is less than the adder cost used for 3" GRC in a previously submitted change order request. Review and revise cost of 4" GRC.

Medway Populatic WTP
Contract #: 20600A
9/7/2023



-\$20,492.54



WAYNE J.
GRIFFIN ELECTRIC
INC.

May 1, 2023

VIA EMAIL ONLY: tjabely@walshgroup.com

Mr. Tim Abely, Project Manager
Walsh Construction Company II, LLC
100 River Ridge Drive, 1st Floor Suite 100
Norwood, MA 02062

RE: Job #2811 - Populatic Water Treatment Plant, Medway, MA
Proposal #9

Dear Mr. Abely:

Wayne J. Griffin Electric, Inc. ("WJGE") proposes to modify our contract to perform the following lump sum revisions to our work per our enclosed detailed backup:

DESCRIPTION OF WORK:

Provided the labor and materials associated with RFI-99.

Total \$ (19,389.12)

This is a lump sum forward looking estimate of the above-noted change to our scope of work. This estimate represents a price we are willing to accept to assume the cost risk of this change to our ongoing work given the information provided to us. The labor and material prices contained in this proposal are based upon vendor/subcontractor quotes (if noted) and/or electrical industry pricing guides such as NECA, Trade Service, or R.S. Means, which guides are widely used and accepted in the construction industry to facilitate timely and consistent change order pricing. This estimate is offered for your review, approval and acceptance.

The value included in this proposal does not include any amounts for extended contract duration, overtime, changes in the sequence of work, acceleration, disruptions, interference and/or impacts, and the right is expressly reserved to recover any and all of these related items prior to any final settlement of this contract. The working relationship between your company and ours shall be in accordance with our mutually agreed to contract form.

Corporate Headquarters:

116 Hopping Brook Road
Holliston, MA 01746
Phone: (508) 429-8830
Fax: (508) 429-7825

Regional Offices:

296 Cahaba Valley Parkway
Pelham, AL 35124
Phone: (205) 733-8848
Fax: (205) 733-8107

2395 Pleasantdale Road
Suite 14
Doraville, GA 30340
Phone: (678) 417-9377
Fax: (678) 417-9373

2310 Presidential Drive
Suite 101
Durham, NC 27703
Phone: (919) 627-9724
Fax: (919) 627-9727

9801-C Southern Pine Boulevard
Charlotte, NC 28273
Phone: (704) 522-3851
Fax: (704) 522-3856

Mr. Tim Abely
May 1, 2023
Page 2

Wayne J. Griffin Electric, Inc. reserves the right to void this proposal after thirty (30) days from the date above.

If you have any questions regarding the above, please do not hesitate to contact me at (508) 306-5233 or achurch@wjgei.com.

Very truly yours,

WAYNE J. GRIFFIN ELECTRIC, INC.



Alfred J. Church
Project Manager

AJC/law

ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.

Date: _____ Authorized Signature: _____

cc: Shannon Hynes, Project Engineer, Walsh Construction Company II, LLC,
shynes@walshgroup.com
Jack Conrad, Project Engineer, Walsh Construction Company II, LLC,
jconrad@walshgroup.com
Bill Myatt, Superintendent, Walsh Construction Company II, LLC,
myatt@walshgroup.com
Chris Mulcahy, Project Foreman, Wayne J. Griffin Electric, Inc.



116 Hopping Brook Road, Holliston, MA 01746
(508) 429-8830 FAX (508) 429-9251

CCN#: P-0009, RFI-99 Duct Bank Transition RGS
Date: 4/28/2023
Project Name: Populatic Water Treatment Plant
Project Number: 02811-00-22
Page Number: 1

Work Description

Provide labor and material associated with RFI-99.

Itemized Breakdown

Description	Qty	Net Price	UM	Materials (\$)	Labor	Total Hours
Tools	0.00	0.0000	HRS	0.000	0.000	0.000
As Builts	0.00	0.0000	HRS	0.000	0.000	0.000
Safety	0.00	0.0000	HRS	0.000	0.000	0.000
Field Layout/Coordination	0.00	0.0000	HRS	0.000	0.000	0.000
Supervision	0.00	0.0000	HRS	0.000	0.000	0.000
4" RIGID CONDUIT	-1,200.00	16.8327	FT	-20,199.240	0.148	-177.600
4" PVC SCHEDULE 40	1,200.00	7.8831	FT	9,459.720	0.090	108.000
Totals				-10,739.52		-69.60
Tax				0.00		
Materials with Tax				-10,739.52		

Summary

Itemized Breakdown Total		-10,739.52
Electrical Journeyman	(-69.6000 hrs @ \$94.34 / hr)	-6,566.06
		-6,566.06
Labor Burden	(\$-6,566.06 @ 30.00%)	-1,969.82
		-1,969.82
Bond	(\$-19,275.40 @ 0.59%)	-113.72
		-113.72
		-2,083.54
Total		-\$19,389.12

**MEDWAY, MA
POPULATIC WATER TREATMENT PLANT**

DATE: 3/24/2023

RFI NO.: 99

TO: Walsh Construction

FROM: Wright-Pierce

**REFERENCE OR AFFECTED
DESIGN DOCUMENT(S)**

SPEC. 16050

SECT.:

DWG.: C-5, E-4

OTHER:

SUBJECT: Duct Bank RGS/PVC Transition

**DESCRIPTION
OF REQUEST:**

Please advise on RFI from WJ Griffin below:

“Due to the recent change in duct bank elevations entering the building structure please see the proposed installation for the transition of PVC Conduit within Duct Banks to RGS Conduit within 15’ of the building structure. Please confirm it is acceptable to install 20’ of RGS conduit below the exterior foundation wall as it transitions from the duct bank to below slab conduit install. This proposal includes 15’ of RGS within the building envelope and 5’ of RGS to be installed outside the foundation that will be poured in a concrete incase duct bank. We have marked up the attached drawings and field installed one 4” conduit run with photos for review. If a field review or teams meeting is needed we can certainly be available to discuss anytime this week. Thank you.”

Additional info attached? Y ☒ N ☐ **Response needed by:** 4/10/2023 **Signed:** J. Conrad

**RESPONSE TO
REQUEST:**

The proposed approach is acceptable assuming the proposed underpinning design by GeoEngineers (contracted by Walsh) that was discussed with WP during our meeting on 3/22/23 is installed in accordance with their details/design (final submission/approval still pending).

Per 16050, 3.1C.1.d; the rigid conduit is required 15’ from the building and to be extended all the way to its final destination. Please provide a credit for the cost savings associated with switching from rigid conduit to PVC conduit for the conduit runs identified in the RFI.

Additional info attached? Y ☐ N ☒ **Signed:** J. Cray / A. Medjamia / R. Cyr **Date:** 3/28/2023

cc: Ernie Nwangu
Keith Black, PE



03-24-2023

WRIGHT-PIERCE
99 MAIN STREET
TOPSHAM, ME 04086

ATTN: James Cray, Lead Engineer

Project: Medway Populatic WTP
Project # 222083

Communication No.: WRP-122

RE: Duct Bank RGS/PVC Transition

Dear Mr. Cray:

Please see attached RFI below from WJ Griffin.

Sincerely:

Jack Conrad

Walsh Construction Company II, LLC

COPIES TO:
Project File



Walsh Construction Company II
19 Populatic Street
Medway MA 02053

Request For Information

RFI-099

TOWN OF MEDWAY
Owner Job # 20600A
Printed On: MAR-24-2023
Page 1 of 1

Subject: Duct Bank RGS/PVC Transition

Date: MAR 24, 2023

Project: Medway Populatic WTP

Job: 222083

Address: 19 Populatic Street
Medway MA 02053

Required: APR 10, 2023

Phone:

Fax:

To: James Cray
WRIGHT-PIERCE

From: Jack Conrad - Walsh Construction Company II

Co-Author: WAYNE J. GRIFFIN ELECTRIC, **Contact:** Alfred Church

Co-Author RFI Number:

Reference:

RFI Importance: Normal

RFI Category:

RFI Discipline:

Drawing/Sheet No.:

Drawing/Sheet Name:

Request:

Please advise on RFI from WJ Griffin Below.

Suggestion:

Cost Impact: Potentially

Cost Amount:

Schedule Impact: Potentially

Days:

Answer: ☐ Accept Suggestion

Answered By:

Signed: _____

Date:

Distribution:



WAYNE J.
GRIFFIN ELECTRIC
INC.

REQUEST FOR INFORMATION

This is a request for information / clarification to resolve any questions in plans and specifications. Any changes to the contract as a result of the answer to the question below will be addressed under separate cover.

Request For Information No. 8

Date: 3/13/2023

To: Tim Abely
TJ Abely@walshgroup.com

Job #: 2811

Attn.: Tim Abely

Project Manager
Title

Project: Populatic WWTP

Reference: Duct Bank RGS/PVC Transition

Question: _____

Due to the recent change in duct bank elevations entering the building structure please see the proposed installation for the transition of PVC Conduit with-in Duct banks to RGS Conduit with-in 15' of the building structure. Please confirm it is acceptable to install 20' of RGS conduit below the exterior foundation wall as it transitions from the duct bank to below slab conduit install. This proposal includes 15' of RGS within the building envelope and 5' of RGS to be installed outside the foundation that will be poured in a concrete incase duct bank. We have marked up the attached drawings and field installed one 4" conduit run with photos for review. If a field review or teams meeting is needed we can certainly be available to discuss anytime this week. Thank you

Signed: Fred Church

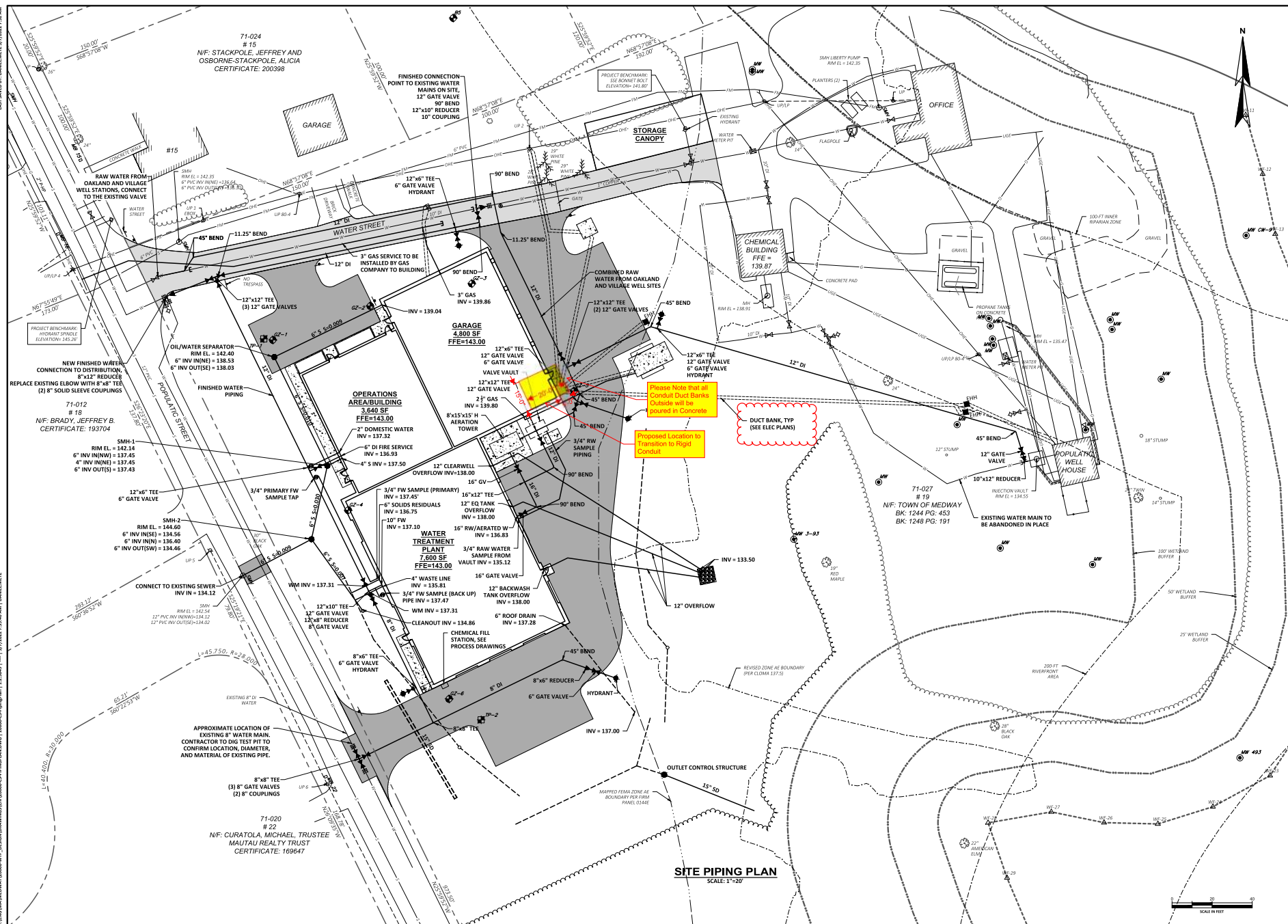
Date: 3/13/2023

Attachments: Yes: X No: _____ Copy: _____

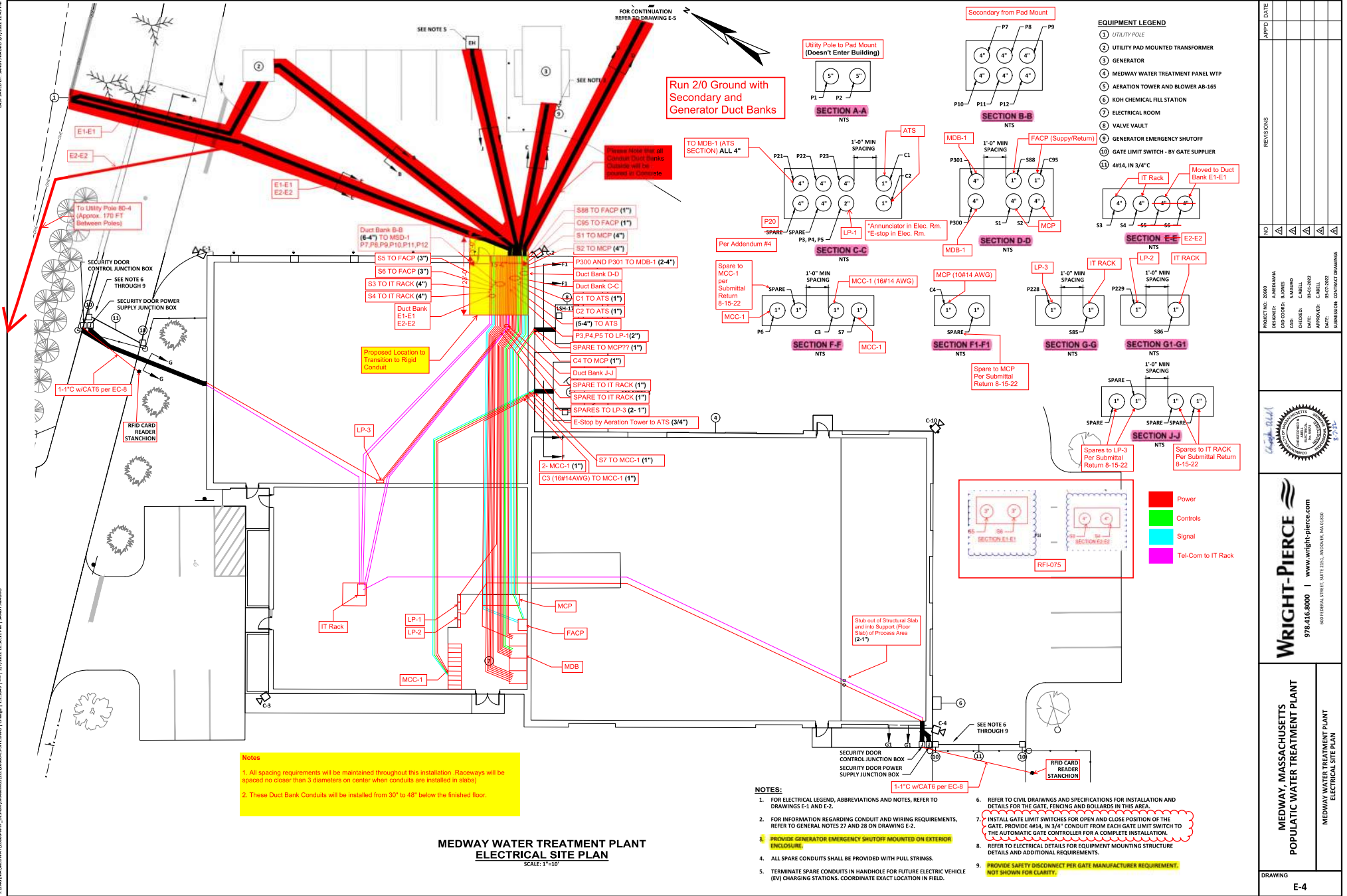
Answer: _____

Signed: _____

Date: _____



DRAWING	MEDWAY, MASSACHUSETTS POPULATIC WATER TREATMENT PLANT	 <p>WRIGHT-PIERCE</p> <p>978.416.8000 www.wright-pierce.com</p> <p>600 FIDORA STREET SUITE 215L ANDOVER, MA 01910</p>		PROJECT NO. 2000 DESIGNER: CHAMBLEE CHECKED: J. HIERLE DATE: 03-01-2022 APPROVED: J. DEAN DATE: 03-07-2022	REVISIONS 	APPD DATE
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PVC to Rigid Transition Inside Building
20 ft. of Rigid Total



PVC to Rigid Transition Outside Building
(This is all Poured Concrete Duct Bank)



AGENDA ITEM

#6

Approval: Contract with Trademark Plumbing & Heating Inc. for Plumbing Services – Not to Exceed \$60,000

Associated back up materials attached:

- *Memo from Peter Pelletier*
- *Bid results*
- *Contract*

Proposed Motion:

I move that the Board authorize the Chair to execute the contract with Trademark Plumbing and Heating, Inc. as presented.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC WORKS
MEDWAY, MASSACHUSETTS 02053

PETER PELLETIER
DIRECTOR

MEMORANDUM

To: **Select Board**

From: Peter Pelletier, Director | Department of Public Works

Date: February 5, 2024

RE: **Trademark Plumbing & Heating – Plumbing Services**

Please find attached three (3) copies of a contract for **Trademark Plumbing & Heating – Plumbing Services**

Contract provides for **Trademark Plumbing & Heating – Plumbing Services**

perform PLUMBING installation, corrective service, preventative maintenance and emergency service to the Plumbing, Heating and water systems in all town owned properties.

Bid opening results

TOTAL

Trademark Plumbing

\$134 per hour

****Only One Bidder**

We greatly appreciate your consideration of this issue.

[illegible]

SECTION 00500
PLUMBING SERVICES AGREEMENT

THIS AGREEMENT for **PLUMBING SERVICES** (hereinafter referred to as the "Project"), made this _____ day of _____, in the year 2024, between **Trademark Plumbing & Heating Inc**, with a usual place of business at 132 Walpole St, Dover, Ma 02030, hereinafter called the CONTRACTOR, and the Town of Medway, acting by its Select Board, with a usual place of business at 155 Village Street, Medway, MA 02053, hereinafter called the Town.

The CONTRACTOR and the Town, for the consideration hereinafter named, agree as follows:

TERMS OF AGREEMENT

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect until December 31 2025. The contract term shall be for a period of two years.

The CONTRACTOR agrees that the contract shall expire on December 31, 2025.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1. **Scope of Work**

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **PLUMBING SERVICES** Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. **Contract Price**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall **not exceed \$60,000**). Per year, for two years.

3. **Commencement and Completion of Work**

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on a timely manner.

- A. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such a rate of progress as will insure Completion within the stipulated number of calendar days.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement. Contractors will secure permits prior to starting any work. **Contractor to give copy of Permit to Town before starting work and Final Inspection required.**
- D. **Notices, Compliance With Laws:** (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Town with reproductions of all permits, licenses and receipts for any fees paid. The Town represents that it has disclosed to the Contractor all orders and requirements known to the Town of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Town in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Town immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the oversee the Work at all times. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. **Protection of the Work and Town's Property:** The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- G. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident after Contractor completes the Work. The Contractor also agrees to hold the Town harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Town. If the Contractor fails to make the repairs and replacements promptly, the Town may do the work and the Contractor shall be liable to the Town for the cost thereof.
- H. **Warranty:** The Contractor guarantees to Town that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Town all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Town the full rights and benefits of such warranties.
5. **Affirmative Action/Equal Employment Opportunity**
The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Town to terminate the Agreement.
6. **Site Information Not Guaranteed; Contractor's Investigation**
All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed. It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures

encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Town is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town,

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. The schedules of prevailing wage rates are included in the Contract Documents.

8. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory invoice that details all Work performed during the preceding month and the applicable unit pricing:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Town.
- C. All Permits must be closed out and Inspected by **Town Plumbing Inspector** and Final Inspection shall be Complete, before any Final Payment will be processed.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Labor & Materials **Payment Bond**
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Supplemental Conditions
Scope of Work and Addenda
Schedule of Prevailing Wages

11. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Town and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Town with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Town shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Town to establish the Town's title to such material or equipment or otherwise protect the Town's interests.

16. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for all

such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town, and thereafter the Town insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Town.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

AGREED:

TOWN OF MEDWAY, MASSACHUSETTS
(Town)

By its Select Board

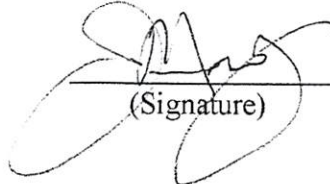
Signed _____

Glenn Trindade

Date _____

Trademark Plumbing & Heating, Inc.

Jeremiah Howdy


(Signature)

Owner
(Title)


132 Walpole St,
(Address)


Dover, MA 02030
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town of Medway has been authorized to execute the contract and approve all requisitions and change orders.

Approved as to Form:

By 
(Town's Counsel)

By 
Peter Pelletier
Department of Public Works

By 
(Town's Accountant)

Various Accounts
(Account Number)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Jeremiah Howdy, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of TRADEMARK P+H INC. and I further certify that a meeting of the

(Name of Corporation)
Directors of said Company, duly called and held on 1/20/2024, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Jeremiah Howdy

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

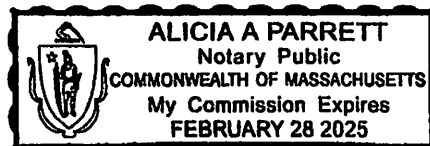
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: Feb. 28, 2025
(Date)



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:


Authorized Person's Signature

Date

1/20/2024

Jeremiah Howdy (owner)
Print Name & Title of Signatory

TRADEMARK PLUMBING + HEATING, INC.
Name of Contractor

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Trademark Plumbing &

Heating Inc a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or
Individual)

hereinafter called "Principal" and WESTERN SURETY COMPANY of Chicago,
(Surety)

State of Illinois hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Town", in the penal sum of Thirty Thousand and 00/100 Dollars

(\$ 30,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town, dated the 5 day of FEBRUARY, 2024, for the construction described as follows:


NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the 12th day of December, 2024.

ATTEST:



(Principal Secretary)


By

Trademark Plumbing & Heating Inc
Principal

132 Walpole Street

Dover, MA 02030

(Address-Zip Code)



(SEAL)


Witness as to Principal

76 Tisdale Dr

Dover, MA 02030

(Address-Zip Code)

ATTEST:

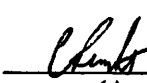


C. Langdon, Ass't. Sec.

By

WESTERN SURETY COMPANY

Surety



C. Bendt, Ass't Sec.
(Attorney-in-Fact)

151 North Franklin, 17th Floor

Chicago, IL 60606

(Address-Zip Code)



(SEAL)

Witness as to Surety

151 North Franklin, 17th Floor

Chicago, IL 60606

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66882421

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Bendt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Trademark Plumbing & Heating Inc

Obligee: Town of Medway

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

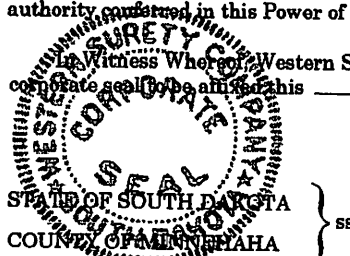
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66882421 is not issued on or before midnight of December 31st, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

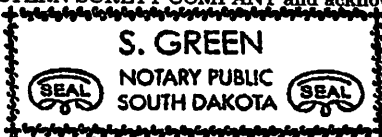
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be attested this 12th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 12th day of December, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
Form F5306-5-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FBInsure 128 Dean Street Taunton, MA 02780	CONTACT NAME: Earl B McKinney	
	PHONE (A/C, No, Ext): 508-659-8735	FAX (A/C, No): 617-523-6313
INSURED Trademark Plumbing & Heating Inc 123 Walpole Street Dover, MA 02030	E-MAIL ADDRESS: emckinney@fbinsure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		68G8N220134	06/24/23	06/24/24	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		BA6P84663A	03/25/23	03/25/34	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					\$
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UBOS887495	03/12/23	03/12/24	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Medway MA is an additional insured under the general liability coverage

CERTIFICATE HOLDER**CANCELLATION**Town of Medway
45B Holliston Street
Medway, MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM

7

Presentation/Discussion: Complete Streets Prioritization Plan

Associated back up materials attached:

- *PowerPoint Presentation*
- *Prioritization plan*
- *Map*



Complete Streets – Tier 2 Prioritization Plan Medway, MA

Presented by



February 5, 2024



Medway
MASSACHUSETTS

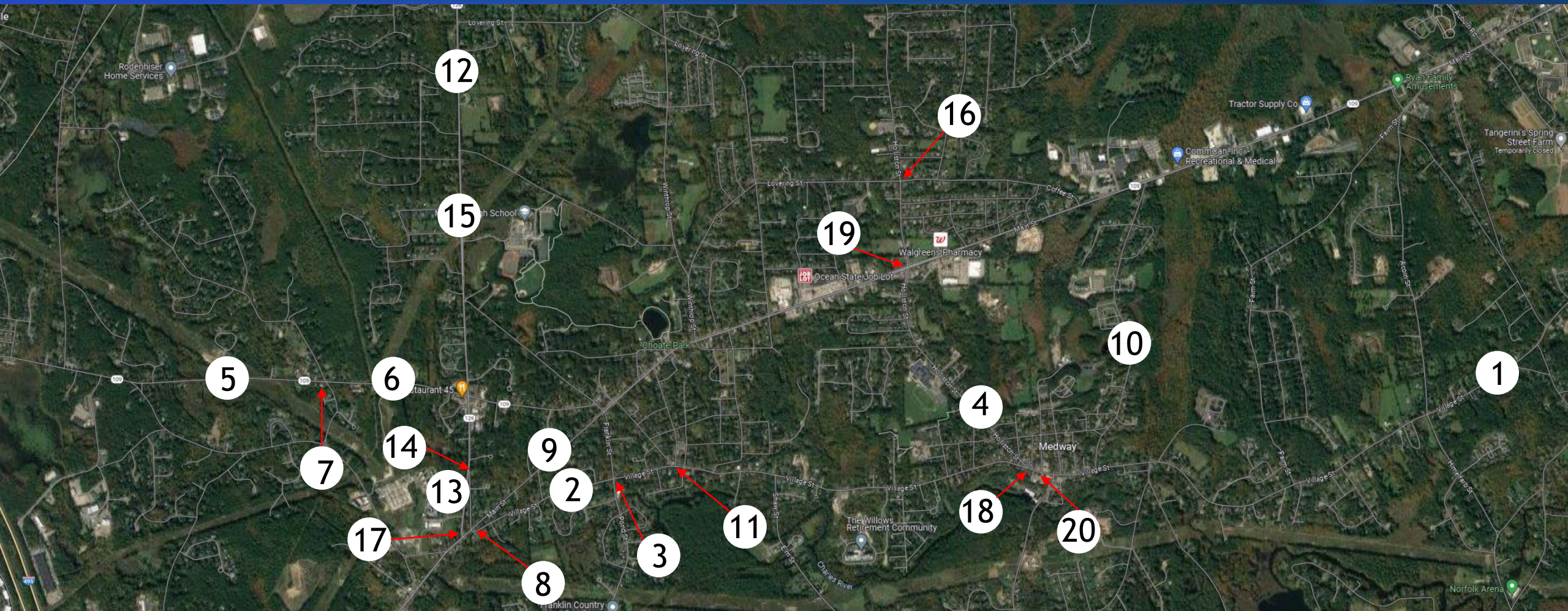
Complete Streets Timeline



MassDOT Complete Streets Program

- Tier 1 - Complete Streets Policy
 - Prepared by Town (currently by DPW)
 - Submission to MassDOT - February
- **Tier 2 - Prioritization Plan**
 - Potential Complete Street Projects Determination
 - Project Ranking
 - Submission to MassDOT on 2/29
- Tier 3 - Construction Application
 - Top Ranking Project Submitted to MassDOT

Prioritization Plan - Project Locations



Projects #1 through #3



PROJECT #1 - Village Street Pedestrian Improvements between Island Road and Farm Road

- Slight curb radius modifications
- Construct new sidewalks with new accessible ramps and crosswalks
- Install shared use lane markings and signage

PROJECT #2 - Village Street Pedestrian Improvements between Main Street and Franklin Street

- Modifications to side streets for improved sight lines
- Construct new sidewalks with new accessible ramps and crosswalks
- Install shared use lane markings and signage

PROJECT #3 - Village Street at Franklin Street Intersection

- Evaluate signalization of intersection
- Condense wide corner radii
- Install new sidewalk landings on all four corners with new accessible ramps and crosswalks
- Install bicycle lanes and signage near intersection

Projects #4 through #7



PROJECT #4 - Holliston Street Improvements between Village Street and Main Street

- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install RRFBs at two crossing locations adjacent to Medway Middle School
- Install shared use lane markings and signage
- Install bus shelters/benches in on Main Street with bike racks

PROJECT #5 & PROJECT #6 - Milford Street Corridor Improvements [West]

- Install new stormwater infrastructure
- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install shared use lane markings and signage

PROJECT #7 - Milford Street / Fisher Street Intersection Improvements

- Realign approaches to create two offset intersections with 90-degree angles
- Install RRFB to cross Milford Street
- Construct new sidewalks with ADA compliant ramps and crosswalks

Projects #8 through #10



PROJECT #8 - Main Street / Village Street Intersection Improvements

- Realign approaches to form 90-degree angles
- Evaluate signalization of intersection
- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage

PROJECT #9 - Main Street Corridor Improvements between Village Street and Highland Street / Franklin Street

- Install RRFB at County Lane
- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage

PROJECT #10 - Oakland Street Corridor Improvements between Village Street and Main Street

- Install RRFBs across Oakland Street near Old Venture Farm
- Reconstruct North Street to meet Oakland Street at a 90-degree angle
- Construct/reconstruct sidewalk with ADA compliant ramps and crosswalks
- Install shared use lane markings and signage

Projects #11 through #13



PROJECT #11 - Village Street / High Street / Lincoln Street Intersection Improvements

- Reconstruct High Street and Lincoln Street to meet Village Street at 90-degree angles
- Add on-street parking stalls and install RRFB across Village Street
- Reconstruct sidewalks with curb extensions, ADA compliant ramps and crosswalks
- Install shared use lane markings and signage

PROJECT #12 - Summer Street Corridor Improvements from Adams Street to Lovering Road (Summer Street North)

PROJECT #13 - Summer Street Corridor Improvements from Main Street to Old Summer Street (Summer Street South)

- Widen Summer Street
- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage

Projects #14 through #16



PROJECT 14 - Summer Street / Old Summer Street Intersection Improvements

- Realign Old Summer Street to meet Summer Street at a 90-degree angle
- Relocate crosswalk closer to intersection
- Construct raised crosswalk with ADA compliant ramps

PROJECT #15 - Summer Street Corridor Improvements between Old Summer Street and Adams Street (Summer Street Central)

- Widen Summer Street
- Reconstruct sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage

PROJECT #16 - Holliston Street / Lovering Street / Coffee Street Intersection Improvements

- Reconstruct intersection as a raised intersection
- Reconstruct northwest corner curb radii
- Install sidewalk on northwest corner with ADA compliant ramps and crosswalks
- Install new bus stop and bus shelter

Projects #17 through #18



PROJECT #17 - Main Street / Summer Street Intersection Improvements

- Evaluate signalization of intersection with exclusive pedestrian phasing
- Construct new sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes or shared use lane markings and signage

PROJECT #18 - Holliston Street / Village Street Intersection Improvement

- Realign Holliston Street to connect to Village Street at a 90-degree angle
- Close access from Holliston Street to Village Street while maintaining access to Church Street
- Install RRFBs at new alignment
- Install new sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage
- Relocate bus stops to the east of the intersection with bus shelters and bike racks

Projects #19 through #20



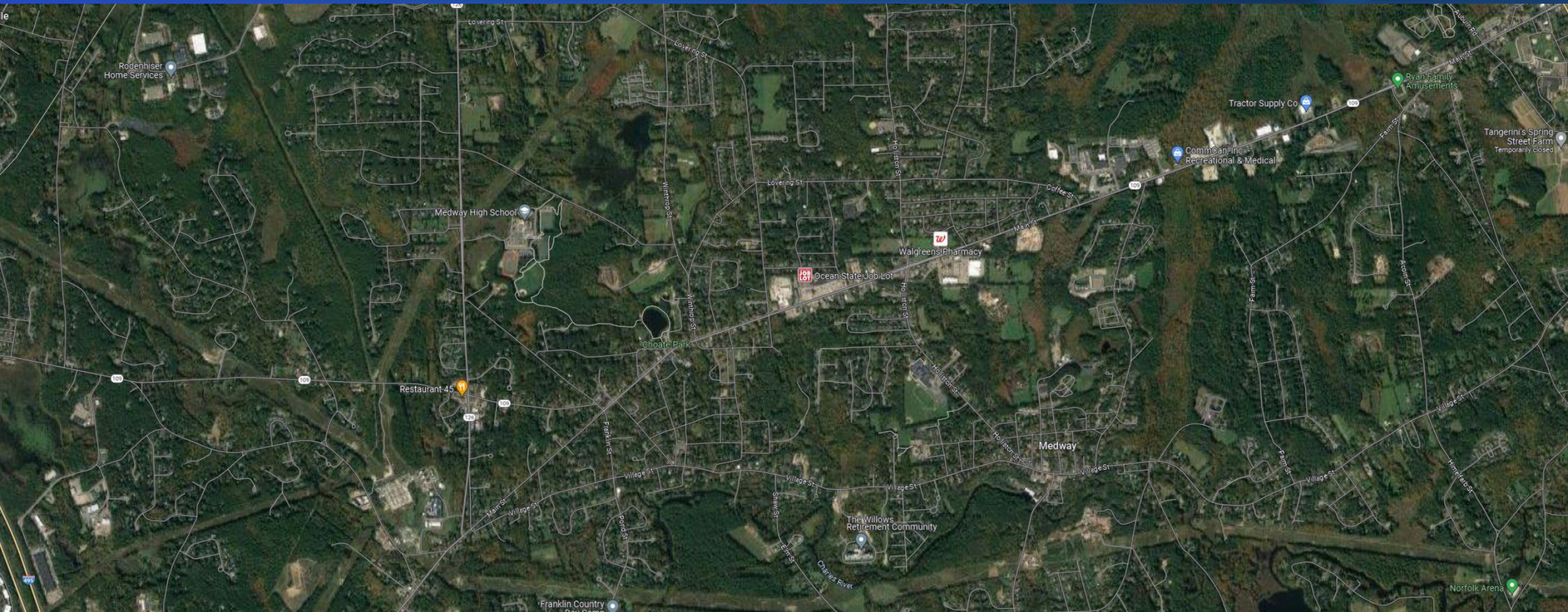
PROJECT #19 - Main Street / Medway Place Extension of GATRA Bus Route

- Upgrade pedestrian signal heads
- Install new sidewalk on southeast corner and reconstruct curb ramps to be ADA compliant
- Install new bus shelter east of intersection with bike racks
- Install bicycle lanes and signage

PROJECT #20 - Village Street Corridor Improvements between Broad Street and School Street

- Reconstruct cross-section
- Maintain on-street parking
- Install new stormwater infrastructure
- Install center crossing island at Sanford Street
- Reconstruct sidewalks with ADA compliant ramps and crosswalks
- Install bicycle lanes and signage

Other Hot Spots to Consider



Questions ?





Complete Streets Funding Program Project Prioritization Plan

Municipality	Medway
MassDOT District	3
Name	Samuel W. Gregorio, PE, PTOE, RSP1
Title	TEC, Inc. (Senior Traffic Engineer)
Date	1/31/2024

Public Engagement
Public Engagement Process Description

[illegible]

[illegible]

AGENDA ITEM

8

**Discussion/Vote: VFW Lease –
Decrease Rent from \$2,500 to \$1 and
End Lease on December 31, 2024**

Associated back up materials attached:

- *Lease*

Proposed Motion:

I move that the Board approved and authorize the Chair to execute the VFW lease as discussed.

AMENDED AND RESTATED STANDARD FORM LEASE

Amendment dated: _____

The Amended and Restated lease is by and between the Town of Medway and Medway Veteran's Building Association, Inc. and both hereby agree to the following amendments to the current lease in effect dated November 7, 2022 (original term: 1/1/2023 – 12/31/2025).

- 1. PARTIES**

Town of Medway, acting by and through its Select Board, the LESSOR, which expression shall include its heirs, successors and assigns where the context so admits, does hereby lease to

Medway Veteran's Building Association, Inc., the LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- 2. PREMISES**

The land and all buildings, structures, and equipment and appurtenances located at 123 Holliston Street, Medway, MA

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories therein.
- 3. TERM**

The amended term of this lease shall be for a term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024.
- 4. RENT**

The LESSEE shall pay to the LESSOR rent of \$1 for calendar year 2024.
- 5. SECURITY DEPOSIT**

LESSOR acknowledges LESSEE'S prior payment to LESSOR the amount of five thousand dollars (\$5,000), which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof. This sum may be retained permanently by the LESSOR in the event of damage to the leased premises or equipment thereon caused by the LESSEE or the guests/patrons of the LESSEE, and further, shall not relieve the LESSEE from other responsibility, financial or otherwise, of obligations hereunder and under the law. Lessee and Lessor acknowledge and agree that Lessee paid \$5,000 as the Security Deposit to Lessor upon execution of the prior lease of the Premises dated as of January 12, 2018, and such sum, together with any accrued interest, if any, shall be credited on Lessee's account hereunder.
- 6. UTILITIES**

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (water, sewer, gas, etc. whether they are used for furnishing heat, cooling, or other purposes) that are furnished to the leased premises and presently separately metered except for the exterior lighting for the playing field. Proof of payment of all utilities must be submitted to the Town Manager's office on a monthly basis for utilities billed monthly and quarterly for utilities billed quarterly.

LESSOR shall have no obligation to provide utilities or equipment to the leased premises except for the fixtures and equipment for the maintenance of the playing field and the parking lot and the costs of exterior lights at the playing field as set forth herein.
- 7. USE OF**

The LESSEE shall use the leased premises only for the purpose of operating the Medway

**LEASED
PREMISES**

VFW building, and the outdoor pavilion (and horseshoe area) and the playing field subject to limitations imposed herein by the LESSOR and any reasonable directives from the LESSOR regarding code and law compliance that may be imposed from time to time. Only rentals that have been previously scheduled for calendar year 2024 may take place. New rentals are prohibited. There will be no rentals permitted in December 2024, regardless of when the booking occurred. The LESSEE will provide the schedule of rental dates upon execution of this lease.

**8. COMPLIANCE
WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the Town of Medway.

**9. FIRE
INSURANCE**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, all extra insurance premiums caused by the LESSEE's use of the premises.

10. MAINTENANCE

The LESSEE agrees to maintain the leased premises in good condition, replace any damage caused by fire, flood, theft, malicious and/or negligent act, and/or other casualty or damage.

The LESSOR shall assume the cost of maintenance repairs in calendar year 2024.

**A. LESSEE'S
OBLIGATIONS**

The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the leased premises not in place at the commencement of this lease.

**B. LESSOR'S
OBLIGATIONS**

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire if not caused by the LESSEE.

**11. ALTERATIONS
ADDITIONS**

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12. ASSIGNMENT

The LESSEE shall not assign or sublet the whole or any part of the leased

SUBLEASING premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do without hindrance or molestation.

15. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the LESSEE's responsibility. LESSEE shall further indemnify, defend, and hold harmless the LESSOR and all of its agents, employees, representatives, contractors, and subcontractors ("Lessor Parties") from and against all liabilities, losses, damages, claims, causes of action, proceedings, penalties, costs, and expenses, including reasonable attorneys' fees, that may be imposed upon or incurred by or asserted against any of the Lessor Parties by reason of any of the following occurrences: (a) any breach by Lessee of its obligations under this Lease or made pursuant thereto; (b) any work or activities in, on or about the Premises and any part thereof by Lessee or any of its members, agents, guests, invitees or other Lessee parties; (c) any negligence on the part of any of the Lessee in, on or about the Premises; (d) any accident, injury, death, or damage to any person or property occurring in, on or about the Premises or any part thereof; and (e) the failure on the part of the Lessee to comply with applicable laws, rules, orders, rules, regulations and/or bylaws and licenses, permits, and other approvals. Notwithstanding the foregoing, Lessee shall not be required to indemnify the Lessor to the extent that the foregoing liabilities are caused directly by the negligence or willful misconduct of the Lessor or the other Lessor Parties.

16. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability, workers' compensation, and Fire & Extended insurance in the amounts of

a) Fire & Extended Coverage	\$1,600,000.00
b) Workers' Compensation	\$ 145,000.00
c) Liquor Liability	\$2,000,000.00

in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

The Town of Medway shall be named as an additional insured on each insurance policy that the LESSEE shall hold (except workers' compensation). Failure to maintain active insurance policies under these terms shall be grounds for immediate termination of this lease and eviction.

17. FIRE- Should a substantial portion of the leased premises, or of the property of which

CASUALTY

they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease. When such fire, casualty, or other damage renders the leased premises substantially unsuitable or uninhabitable, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises.

**18. DEFAULT
AND
BANKRUPTCY**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, and costs, shall be paid to the LESSOR by the LESSEE.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise

in writing. All rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

20. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to retain all proceeds of such sale, and/or to destroy such property.

20. POSSIBLE EXTENSION

The LESSEE may request to extend this lease for a period not to exceed five (5) years following the expiration of the Term of this lease. The LESSOR may choose to extend this lease, in one (1) year intervals that may be extended/renewed annually upon agreement of both parties, not to exceed five (5) years in total. The annual monthly rent due by the LESSEE to the LESSOR during any such extended term shall be negotiated by the mutual agreement of the parties. If the parties cannot mutually agree on the rent or any other term of such extension, then this lease shall terminate on the last day of the Term. All other provisions contained herein must be part of any lease extension/renewal.

21. OTHER PROVISIONS

It is understood and agreed that:

- a) The LESSEE shall defend, indemnify, and hold harmless the Town of Medway from any demands, suits, claims, actions, costs of judgments (including without limitation reasonable attorney's fees) arising from the LESSEE's continued occupancy and use of, and presence upon the leased premises, and shall at all times maintain insurance coverages so described and required under Section 16 herein upon such terms and conditions as the LESSOR may reasonably require. LESSEE releases LESSOR, its agents, employees, contractors, consultants, board members, officers (the "LESSOR Parties") and those acting by and through LESSOR from any and all loss, damage, harm, expense and/or liability related to the condition or use of the leased premises, except to the extent caused by the direct negligence of LESSOR Parties.
- b) During the term of this lease, the LESSOR shall, at its sole cost and expense, cooperate with and observe the direction of the Medway Fire Chief and Building Commissioner relative to the installation and continuing operation and maintenance of all fire and life safety systems within and upon the leased premises as required under the Massachusetts state building code for function facilities and alcohol serving facilities.
- c) The LESSEE agrees to assume, at its sole cost and expense, all responsibility for maintenance and operation of the building and pavilion facilities, including but not limited to all heating, ventilation, cooling, plumbing, electrical, structural, roofing, security, and life safety and handicapped accessibility systems, equipment, and

devices, and further agrees to comply with all public health, sanitary, and building codes in said maintenance and operation.

d) The LESSEE shall have use of the playing field on the leased premises for a maximum of twenty (20) events per season (April-October) and shall have use of the parking lot on an unlimited basis, provided that said use does not interfere with any Town of Medway activities. The LESSEE shall provide sixty days notice to the Medway Parks scheduling assistant for any events and/or activities scheduled on the field(s) to ensure that no conflicts exist.

e) The LESSOR will be responsible, at its sole cost and expense, for all maintenance and upkeep of the playing field including all fixtures and equipment thereon and shall further be responsible for the cost of exterior lights at the playing field. The LESSOR shall have the sole discretion of determining hours of operation of the playing field and any lighting thereon.

f) The LESSOR will be responsible for all plowing and sanding/salting of the parking lot. The parties agree that the LESSOR's agents will commence plowing and sanding after and only after all Medway streets and sidewalks have been plowed and cleared. The LESSEE shall be responsible for snow removal and snow and ice control on all exterior walkways, ramps and stairs, and an area not less than five feet beyond each stair, ramp and walkway into the parking lot.

g) The LESSOR shall have use of the building and/or the pavilion at times it may deem appropriate provided that the building and/or pavilion is not already booked and in use by the LESSEE. The parties agree to develop a scheduling system for the use of the playing field and pavilion that will be administered by the LESSEE.

h) The possession, serving, distribution, and/or consumption of alcohol on the Premises is prohibited unless a one-day alcohol license is obtained from the Town of Medway. Any violations of such license or this clause may be deemed to be a breach of this Lease and further subject to remedies at law and in equity, and to disciplinary action by the licensing authority.

i) The LESSEE may utilize the building for events it so books, provided however that;

- 1) The total number of events hosted by the LESSEE on a calendar year basis shall not exceed 100, provided that any additional events are approved in advance by the LESSOR;
- 2) The maximum occupancy of persons in the upper function room at any one time shall not exceed **205**;
- 3) The maximum occupancy of persons in the lower function room at any one time shall not exceed **90**;
- 4) The maximum occupancy of persons in the members' club at any one time shall not exceed **30**;
- 5) The overall maximum occupancy of persons in the building at any one time shall not exceed **325**;

22. CONDITION OF LESSEE acknowledges that the leased premises and the appurtenant areas are delivered to LESSEE, and LESSEE accepts the leased premises, in their present condition, "AS OF LEASED PREMISES IS", it being agreed that LESSEE has had an opportunity to examine and inspect the leased premises in all respects, and that LESSOR has made no representations or

warranties of any kind with respect thereto, and that LESSOR shall have no obligation to do any work on, or make any improvements to the leased premises or the condition thereof, except as otherwise expressly provided for in this lease.

23. **HAZARDOUS MATERIALS** LESSEE shall not bring onto, store, release, dispose or threaten the release from the leased premises or elsewhere on the leased premises any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without any limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws and federal and other state laws (“Hazardous Substances”), and shall comply strictly with any and all federal, state and/or local laws, rules, regulations and bylaws governing the same. LESSOR shall not be responsible to LESSEE for the presence of Hazardous Substances on the leased premises or be required to abate or remediate the same.
24. **GOVERNING LAW** This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this lease shall be brought in in courts within the Commonwealth of Massachusetts.
25. **ENTIRE AGREEMENT.** This lease contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this lease. The lease may not be modified except in writing, duly executed by both parties.

(Remainder of page intentionally left blank. Signature page follows.)

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of February 2024.

LESSEE Medway Veteran's Building Association, Inc.

By:

Its:

LESSOR Town of Medway

Its: SELECT BOARD CHAIR

AGENDA ITEM

#9

Action Items from Previous Meeting

Associated back up materials attached:

- *Action Items dated 1/16/2024*

[illegible]

AGENDA ITEM

#10

Town Manager's Report

No associated back up materials.

AGENDA ITEM

#11

Select Board Reports

No associated back up materials.