

# CAPITAL PLAN

**OFFICE OF THE  
EXECUTIVE ASSISTANT**



**Town of Hudson  
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Hudson, MA 01749  
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To: Select Board  
Finance Committee

From: Thomas Gregory

Date: February 24, 2022

Re: Request to Revise DPW Track Loader Funding Amount

Included in capital requests that the Board voted to recommend on January 24, 2022 was the DPW request for a Track Loader. The purchase price is \$58,000. My funding recommendation at the time was to appropriate \$8,000 from Free Cash and \$50,000 from the DPW Stabilization Fund. The DPW Stabilization Fund was established several years ago with the intent of capturing unexpended balances from previously closed out DPW capital purchases so that those dollars could stay within the department and be used for future DPW capital purchases.

The initial plan procedurally was, first, to transfer \$50,000 in unexpended DPW capital funds at Town Meeting into the DPW Stabilization Fund. Then the Track Loader acquisition article would draw on both Free Cash and the DPW Stabilization Fund as funding sources. These unexpended capital funds, however, were originally raised via borrowing authorizations at the November 2020 Special Town Meeting (Article 9 – Vehicle Replacement – Heavy Equipment, and Article 10 – Vehicle Replacement – Light Equipment). State statute only allows balances from a capital borrowing to be used toward another capital borrowing; it does not allow these funds to be transferred into a stabilization fund.

My recommendation, now, is that the Select Board amend the vote of the January 24, 2022 meeting by increasing the total Free Cash capital recommendation by \$50,000 with a new total amount of \$1,675,435. The recommendation is to fund the Track Loader entirely out of Free Cash.

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To: Select Board  
Finance Committee

From: Thomas Gregory

Date: January 21, 2022

Re: FY2023 Capital Recommendations

The purpose of the memorandum is to provide the Select Board and Finance Committee with additional information relative to the capital funding recommendations for FY2023. In my December 20, 2021 budget filing with the Select Board, I showed all of the capital requests submitted by the departments advising that I would have a funding recommendation prepared for the January 24, 2022 Select Board meeting. The full list of capital items recommended for funding can be viewed in Appendix A to this memorandum.

To assist me in evaluating the requests, I asked Patricia Fay, Kristina Johnson, and Fernanda Santos to rank each of the requests using a weighted ranking method that has been used since approximately 2015. Each of the capital requests was evaluated based on ten (10) criteria such as effect on public health and safety, external funding available, and payback. Each criterion has a total possible score of five (5) and there is a weighting factor which gives more emphasis to some of the criteria. Appendix B shows the rating scorecard as well as the how point totals are calculated for each criteria. Once I received the rankings from each of the reviewers, I aggregated the individual scores to arrive at a final score for each capital request. This can be viewed in Appendix C. I note that the Finance/IT and Community Development capital requests were evaluated by me to avoid a conflict by reviewing committee members.

There are three (3) funding sources for the recommended FY2023 capital program: free cash, which is the typical pay-as-you-go funding source for most capital acquisitions / projects each year – these requests are voted as a block; borrowing authorizations – these are presented as individual warrant articles; and, American Rescue Plan Act (ARPA) funds – these funds do not require Town Meeting appropriation. The funding summary is shown below:

Free Cash	\$1,625,435
Borrowing	\$1,565,000
ARPA	\$1,395,000

I note that free cash for FY2021 has not yet been certified and available for appropriation. I expect this will occur in February once the FY2021 balance sheet is finalized and submitted to

the DOR. The total recommended free cash figure for FY2023 capital expenditures is a conservative number and in is line with prior year capital appropriations funded via free cash.

The DPW capital requests include two (2) items that are mandates and must be funded. The first is \$146,000 for compliance with the MS4 stormwater permit with the EPA. Until the Town identifies a dedicated funding source to pay for stormwater permit activities, these costs will continue to consume a growing share of available free cash. The other mandated item is the removal of the street sweepings at the DPW yard. In June of 2021, the Town was issued an Administrative Consent Order (ACO) from the DEP which required removal of these street sweepings. In lieu of issuing the Town a fine, the DEP granted the Town a period of four-years to remove the street sweepings. The costs associated with hauling and disposing of this material is estimated at \$100,000 each year, and this is the amount requested for FY2023.

The annual \$300,000 free cash supplement to the Chapter 90 roadway improvement program has been increased this year to \$340,000 to include the design and construction of intersection safety improvements at Cox Street and Old Bolton Road. The increase is for FY2023 only.

Both of the Finance / IT capital requests are being recommended for funding for FY2023. These are critical network infrastructure investments. Maintaining the Town's network is of paramount importance for continuity of operations and security reasons. This is an area where needed investments had been deferred in recent years, and I am committed to continue closing this gap in the coming years.

The Open Space and Recreation Plan (OSRP) update is recommended for funding at \$50,000 with the expectation that supplemental funds will be requested of the Community Preservation Committee in the fall. The existing plan was published in 2016.

Capital requests recommended to be funded via borrowing authorizations include the replacement of the fire department's self-contained breathing apparatus (SCBA) at \$450,000, the installation of air conditioning at the Farley Elementary School at \$525,000, and the replacement of windows at the Mulready Elementary School at \$590,000.

The recommended ARPA-funded capital request include a new fire pumper at \$750,000, the replacement of univents in 22 rooms in the Mulready Elementary School at \$280,000, and the replacement of univents in 30 rooms in the Forest Avenue Elementary School. As noted earlier, these capital requests will not appear on the Annual Town Meeting Warrant. I plan to bring these requests forward to the Select Board in March.

I am available to answer any questions relative to these funding recommendations.

APPENDIX A

FY2023 CAPTIAL PLAN FUNDING					
rev. 01-21-22					
Department	Request	Dept Priority	Requested Amount	Funding Recommendation	Funding Source
DPW	DPW Garage Facility Assessment	1	\$30,000	\$30,000	Free Cash
	Field Mower	2	\$89,000	\$89,000	Free Cash
	MS4 Year 4 Compliance	3	\$146,000	\$146,000	Free Cash
	Street Sweeping Disposal	4	\$100,000	\$100,000	Free Cash
	6-wheel Dump Sander & Plow	5	\$210,000	\$210,000	Free Cash
	Compact Track Loader	6	\$58,000	\$8,000	Free Cash
	Roadway Resurfacing	7	\$340,000	\$340,000	Free Cash
	Computer Equipment	8	\$28,000	\$0	
	Wastewater Treatment Plant Upgrades	9	\$100,000	\$100,000	Free Cash
FIRE	SCBA Replacement	1	\$450,000	\$450,000	Borrow
	New Pumper	2	\$750,000	\$750,000	ARPA
LIBRARY	Exterior power washing	1	\$35,500	\$35,500	Free Cash
COMMUNITY DEVELOPMENT	OSRP Update	1	\$100,000	\$50,000	Free Cash
IT	Redundant Switching	1	\$173,296	\$173,296	Free Cash
	Barracuda 790 Backup	2	\$50,139	\$50,139	Free Cash
POLICE	Cruisers (3)	1	\$201,000	\$201,000	Free Cash
	Tasers, Less-lethal, shotgun	2	\$92,500	\$92,500	Free Cash
	Patrol and Tactical Rifles	3	\$30,000	\$0	
	Police HQ Computers	4	\$65,000	\$0	
SCHOOL DEPT	Farley Air Conditioners	1	\$525,000	\$525,000	Borrow
	Mulready - 22 Univents	2	\$280,000	\$280,000	ARPA
	Forest Ave - 30 Univents	3	\$365,000	\$365,000	ARPA
	Mulready - Replace Windows	4	\$590,000	\$590,000	Borrow
	Forest Ave - Replace Windows	5	\$440,000	\$0	
TOTAL			\$5,248,435	\$4,585,435	

APPENDIX B

Project:   
 Evaluator:

Criterion	Rating	Points	Weighting	Extension
Effect on Public Health & Safety	Improves slightly	3	3	9
Mandates	Not mandated, unlikely in future	1	3	3
Effect on Operating Costs	Saves some money	4	3	12
External Funding Available	No funding	0	2	0
Impact on Economic Development	No impact	1	2	2
Payback	Possible break even	2	2	4
Potential Support or Opposition	Strong Support	5	2	10
Breadth of Benefit	No public impact	1	2	2
Priority Given by Submitting Department	1st priority	5	1	5
Prerequisite	Could be a prerequisite	1	1	1
Total points				48

Effect on Public Health & Safety	
Does not improve	0
Improves slightly	3
Vastly improves	5
Mandates	
Not mandated, unlikely in future	1
Not mandated, but likely in future	3
Mandated now	5
Effect on Operating Costs	
Increases costs	0
No effect	1
Saves some money	4
Saves significantly	5
External Funding Available	
No funding	0
Potential funding	2
Certain partial funding	3
Certain full funding	5
Impact on Economic Development	
Negative impact	0
No impact	1
Potential impact	3
Certain impact	5
Payback	
Will never pay for iteself	0
Less cost than alternatives	1
Possible break even	2
Long payback	3
Short payback	5
Potential Support or Opposition	
Strong Opposition	0
Mild opposition	2
Neutral	3
Mild Support	4
Strong Support	5
Breadth of Benefit	
No public impact	1
Less than 10% of population	2
10-50% of population	3
51-90% of population	4
100% of population	5
Priority Given by Submitting Department	
5th or higher priority	1

4th priority	2
3rd priority	3
2nd priority	4
1st priority	5

Prerequisite	
Not a prerequisite	0
Could be a prerequisite	1
Prerequisite for potential need	4
Prerequisite for certain need	5



APPENDIX C

FY2023 Capital Rankings		
Department	Capital Request	TOTAL
Fire Department	New Pumper	180
Police Department	Tasers, Less-lethal, shotgun	175
Public Works	MS4 Year 4 Compliance	171
Fire Department	SCBA Replacement	166
School Department	Forest Ave - Univents 30 Rooms	159
Police Department	Cruisers (3)	158
Public Works	Wastewater Treatment Upgrades	152
School Department	Mulready - Univents 22 Rooms	151
Finance Department / IT	Barracuda 790 Backup	150
Finance Department / IT	Redundant Switching	150
Public Works	Field Mower	149
Public Works	Roadway Resurfacing	149
Public Works	Compact Track Loader	147
Community Development	OSRP Update	146
Public Works	Street Sweeping Disposal	146
Public Works	6-Wheel Dump Sander & Plow	144
School Department	Farley Air Conditioning	144
Police Department	Patrol and Tactical Rifles	143
Public Works	DPW Garage Facility Assessment	142
School Department	Mulready - Replace Windows	138
School Department	Forest Ave - Replace Windows	133
Library	Exterior Powerwashing	122
Police Department	Police HQ Computers	102
Public Works	Computer Equipment	64

**LONG RANGE CAPITAL PLAN**

	<b>FY2023</b>		<b>FY2024</b>		<b>FY2025</b>		<b>FY2026</b>		<b>FY2027</b>	
<b>DPW</b>	Roadway Resurface	\$340,000	Roadway Resurface	\$300,000	Roadway Resurface	\$300,000	Roadway Resurface	\$300,000	Road Resurface	\$300,000
	Field Mower	\$89,000	International Dump Sander & Plow	\$215,000	International Dump Sander & Plow	\$220,000	International Dump Sander & Plow	\$230,000	International Dump Sander & Plow	\$245,000
	International Dump Sander & Plow	\$210,000	International Dump Sander & Plow	\$215,000	Ford F550 Utility/Dump	\$83,000	Ford F550 Utility/Dump	\$85,000	Ford F350	\$55,000
	AVS Compact track loader	\$58,000	Ford F350	\$49,612	Ford F350	\$49,612	Loader	\$255,000	Sidewalk Tractor	\$225,000
	DPW Garage Facility Assessment	\$30,000	Ford F150	\$37,500	Ford F350	\$49,612	Waste Water Plan/Station Upgrades	\$200,000	International Dump Sander & Plow	\$245,000
	MS4 Year 4 Compliance	\$146,000	Wheeled Excavator	\$300,000	Ford SUV	\$55,000	Water Treatment Plant Upgrades	\$250,000		
	Waste Water Plant/Station Upgrades	\$100,000	Ford F550 Utility/Dump	\$79,000	Forestry Bucket Truck	\$210,000	Sidewalk Repair	\$100,000		
	Street Sweeping Disposal - DEP ACO Compliance	\$100,000	Sidewalk Tractor	\$200,000	Street Sweeper	\$240,000				
	Computer Equipment	\$28,000	Waste Water Plant/Station Upgrades	\$100,000						
			Water Treatment Plant Upgrades	\$200,000						
<b>Subtotals</b>		<b>\$1,101,000</b>		<b>\$1,696,112</b>		<b>\$1,207,224</b>		<b>\$1,420,000</b>		<b>\$1,070,000</b>
<b>FIRE</b>	SCBA Replacement	\$450,000	Utility Truck C-4	\$80,000	Command Vehicle	\$80,000				
	New Pumper	\$750,000	HQ HVAC Units	\$275,000	NFPA Certified Turn Out Gear	\$150,000				
			HQ Apparatus Bay Door Replacement	\$100,000	HQ Resurfacing	\$75,000				
			Station 2 Doors & Windows	\$75,000						
			HQ Roof	\$100,000						
			Utility Truck C-4	\$80,000						
<b>Subtotals</b>		<b>\$1,200,000</b>		<b>\$710,000</b>		<b>\$305,000</b>		<b>\$0</b>		<b>\$0</b>
<b>COMMUNITY DEVELOPMENT</b>	Comprehensive Update - Open Space & Recreation Plan	\$100,000	Town Hall Renovations	\$250,000	Town Hall Renovations	\$250,000	Town Hall Renovations	\$250,000	Town Hall Renovations	\$250,000
<b>Subtotals</b>		<b>\$100,000</b>		<b>\$250,000</b>		<b>\$250,000</b>		<b>\$250,000</b>		<b>\$250,000</b>
<b>INFORMATION TECH</b>	Town's ARUBA Redundant Switching	\$173,296	Various Laptops, Computers, Replacement	\$15,000	Various Laptops, Computers, Replacement	\$15,000	Various Laptops, Computers, Replacement	\$15,000	Various Laptops, Computers, Replacement	\$15,000
	Barracuda 790 Server - Data Backup Solution	\$50,139			Town Storage & Server Replacement	\$129,967	Fire Storage & Server Replacement	\$129,967		
<b>Subtotals</b>		<b>\$223,435</b>		<b>\$15,000</b>		<b>\$144,967</b>		<b>\$144,967</b>		<b>\$15,000</b>
<b>LIBRARY</b>	Power Washing & Restoration	\$35,500								
<b>Subtotals</b>		<b>\$35,500</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>POLICE</b>	Police Cruisers (3)	\$201,000	Police Cruisers (3)	\$205,000	Police Cruisers (3)	\$207,000	Police Cruisers(3)	\$203,640	Police Cruisers(3)	\$195,000
	Tasers, Less-Lethal, Shotgun	\$92,500	Policy Duty Pistols	\$72,100	Police Duty Body Armor	\$34,000	Police Vehicle Mobile Computers	\$65,000		
	Patrol & Tactical Rifles	\$30,000								
	Police HQ Computers	\$65,000								
<b>Subtotals</b>		<b>\$388,500</b>		<b>\$277,100</b>		<b>\$241,000</b>		<b>\$268,640</b>		<b>\$195,000</b>

**LONG RANGE CAPITAL PLAN**

	<b>FY2023</b>		<b>FY2024</b>		<b>FY2025</b>		<b>FY2026</b>		<b>FY2027</b>	
<b>RECREATION</b>					Wood Park Pavallion Replacement	\$400,000	Recreation Facilities Upgrades (Master Plan)	\$250,000	Recreation Facilities Upgrades (Master Plan)	\$250,000
<b>Subtotals</b>		<b>\$0</b>		<b>\$0</b>		<b>\$400,000</b>		<b>\$250,000</b>		<b>\$250,000</b>
<b>SCHOOL DEPT.</b>	Farley Air Conditioning	\$525,000	Fire Station 1 Interior Renovations/	\$1,500,000	Fire Station 2 Renovation Interior/Exterior	\$500,000	New Tower	\$1,500,000	New Pumper	\$800,000
	Mulready - Single Glazed Window	\$590,000	Well Replacement	\$650,000			Water Tank Replacement	\$2,800,000	Well Replacement	\$1,000,000
	Mulready -Replace Univents 22 Rooms	\$280,000	Moultons Field Upgrades - Construction & Oversight	\$1,500,000						
	Forest Ave - Replace univents 30 Rooms	\$365,000								
	Forest Aven - Replace Windows	\$440,000								
<b>Subtotals</b>		<b>\$2,200,000</b>		<b>\$3,650,000</b>		<b>\$500,000</b>		<b>\$4,300,000</b>		<b>\$1,800,000</b>

**Long Range - Capital Project Summary Form**

*Five Year Plan Starting Fiscal Year 2023*

(To be submitted annually with Budget)

**DEPARTMENT: DPW**

	<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1	Roadway Resurface	\$340,000					\$340,000.00
2	Field Mower	\$89,000					\$89,000.00
3	International Dump Sander & Plow	\$210,000					\$210,000.00
4	AVS Compact track loader	\$58,000					\$58,000.00
5	DPW Garage Facility Assessment	\$30,000					\$30,000.00
6	Computer Equipment	\$28,000					\$28,000.00
7	MS4 Year 4 Compliance	\$146,000					\$146,000.00
8	Waste Water Plant/Station Upgrades	\$100,000					\$100,000.00
8a	Street Sweeping Disposal	\$100,000					\$100,000.00
9	Roadway Resurface		\$300,000				\$300,000.00
10	International Dump Sander & Plow		\$215,000				\$215,000.00
11	International Dump Sander & Plow		\$215,000				\$215,000.00
11	Ford F350		\$49,612				\$49,612.00
12	Ford F150		\$37,500				\$37,500.00
13	Wheeled Excavator		\$300,000				\$300,000.00
14	Ford F550 Utility/Dump		\$79,000				\$79,000.00
15	Sidewalk Tractor		\$200,000				\$200,000.00
16	Waste Water Plant/Station upgrades		\$100,000				\$100,000.00
17	Water Treatment Plant Upgrades		\$200,000				\$200,000.00
18	Well Replacement		\$650,000				\$650,000.00
19	Roadway Resurface			\$300,000			\$300,000.00
20	International Dump Sander & Plow			\$220,000			\$220,000.00
21	Ford F550 Utility/Dump			\$83,000			\$83,000.00
22	Ford F350			\$49,612			\$49,612.00
23	Ford F350			\$49,612			\$49,612.00
24	Ford SUV			\$55,000			\$55,000.00
25	Forestry Bucket Truck			\$210,000			\$210,000.00
26	Street Sweeper			\$240,000			\$240,000.00
27	Roadway Resurface				\$300,000		\$300,000.00
28	International Dump Sander & Plow				\$230,000		\$230,000.00
29	Ford F550 Utility/Dump				\$85,000		\$85,000.00
30	Loader				\$255,000		\$255,000.00
31	Waste Water Plant/Station upgrades				\$200,000		\$200,000.00
32	Water Treatment Plant Upgrades				\$250,000		\$250,000.00
33	Water Tank Replacement				\$2,800,000		\$2,800,000.00
34	Sidewalk Repair				\$100,000		\$100,000.00
35	Road Resurface					\$300,000	\$300,000.00
36	International Dump Sander & Plow					\$245,000	\$245,000.00
37	Ford F350					\$55,000	\$55,000.00
38	Sidewalk Tractor					\$225,000	\$225,000.00
39	Well Replacement					\$1,000,000	\$1,000,000.00
40	International Dump Sander & Plow					\$245,000	\$245,000.00
	<b>Total Annual Capital Costs:</b>	<b>\$1,101,000.00</b>	<b>\$2,346,112.00</b>	<b>\$1,207,224.00</b>	<b>\$4,220,000.00</b>	<b>\$2,070,000.00</b>	<b>\$10,944,336.00</b>

**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT:** DPW

**CONTACT:** ERIC RYDER

**PROJECT TITLE:** STREET SWEEPING ACO COMPLIANCE

**PROJECT DESCRIPTION:**

STREET SWEEPING DISPOSAL- DEP ACO COMPLIANCE

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**PROJECT COST ESTIMATE:** \$100,000

**USEFUL LIFE:**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age:

Mileage:

Present Value:

Condition:

**DEPARTMENTAL PROJECT PRIORITY RANKING:** 4

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**



**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT: DPW**

**CONTACT: ERIC RYDER**

**PROJECT TITLE: ANNUAL PAVING**

**PROJECT DESCRIPTION:**

\_\_\_\_\_ROADWAY PAVING & COX ST INTERSECTION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE: \$340,000**

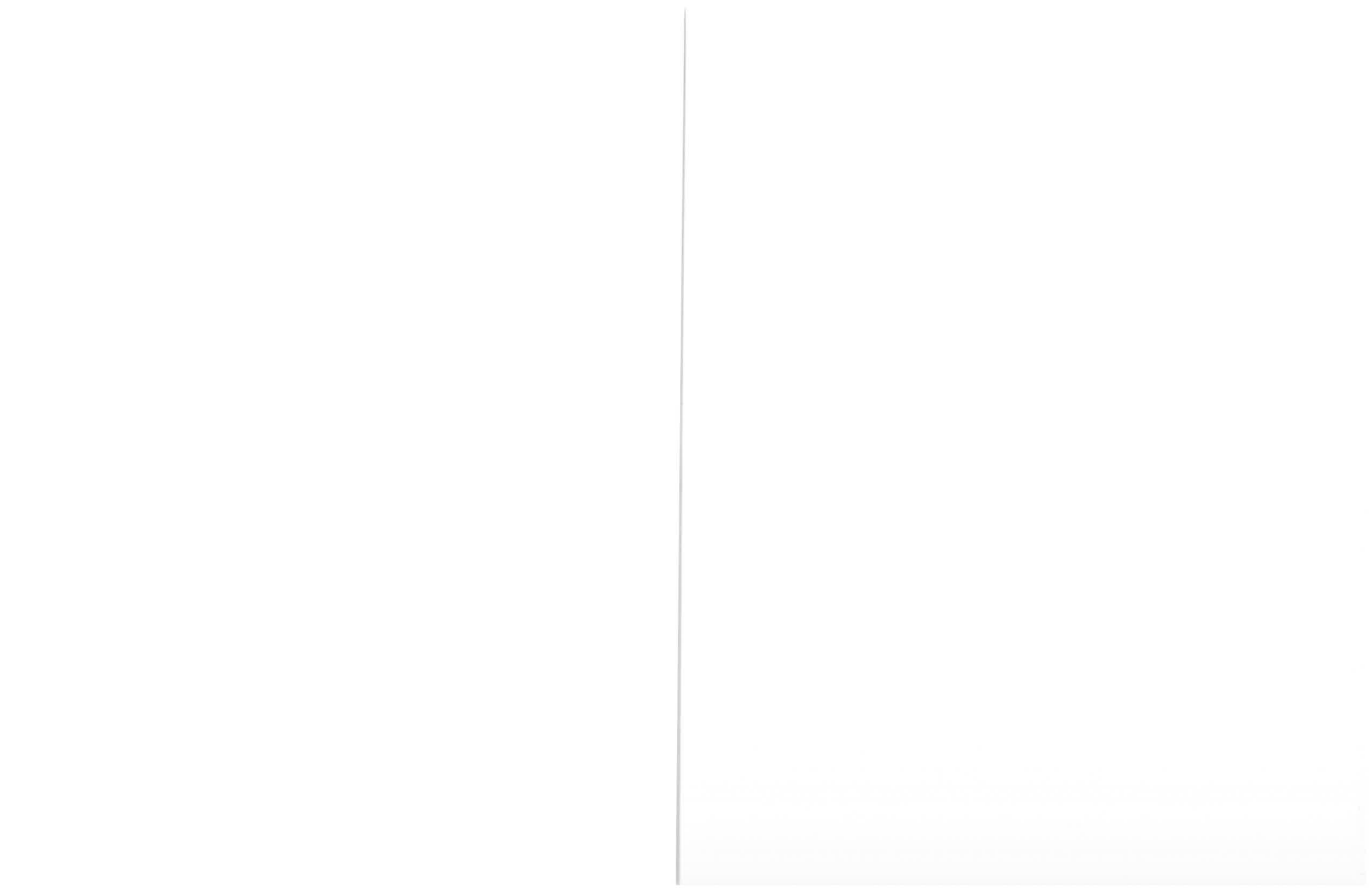
**USEFUL LIFE: 20 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_7\_\_\_\_\_**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**





**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT:** DPW

**CONTACT:** ERIC RYDER

**PROJECT TITLE:** VEHICLE REPLACEMENT

**PROJECT DESCRIPTION:**

\_\_\_\_\_ 11' ROTARY MOWER W/ ROAD KIT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE:** \$89,000

**USEFUL LIFE:** 20 YEARS

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING:** \_\_\_\_\_2\_\_\_\_\_

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**



115 Franklin St. Ext.  
 Derry, NH 03038  
 Phone: (603) 404-2286  
 Fax: (603) 216-1278  
 mteequipmentsolutions.com

**QUOTE - DO NOT PAY**

Quote: 03-49755      PO:  
 Date: 9/17/2021      CustId: HUDSON DPW  
 Valid through: 10/20/2021

Cust Email: eryder@townofhudson.org  
 Phone: (978) 562-9333 x0000  
 Salesperson: lbunn  
 User: lbunn

Ship To:  
 Hudson DPW  
 ATTN BOB  
 1 Municipal Dr  
 Hudson, MA 01749 US

Bill To:  
 Hudson DPW 361952  
 Eric Ryder  
 1 Municipal Dr  
 Hudson, MA 01749

PRICE REFLECTS DISCOUNT FROM MASSACHUSETTS STATE BID CONTRACT FACI16

Contact: Eric Ryder at 978-562-9333

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
JMC.JMP653CF	PA	WG - HR600 Rotary Mower, Cabin	1.0000		\$96,264.00		\$96,264.00
690443-P	PA	JMC - Road Kit - HR Rotary ROPS	1.0000		\$2,820.00		\$2,820.00
JMC.LMAC684-B	PA	WG - Front Cutting RD Deck (60") - 11" Pneumatic	1.0000		\$6,391.00		\$6,391.00
JMC.LMAC650-B	PA	WG - Contour Rotary Wing Deck Set for 3.5m Width	1.0000		\$7,767.00		\$7,767.00
JMC.LMAC531A	PA	WG - Beacon Kit	1.0000		\$575.00		\$575.00
<b>Total:</b>							<b>\$113,817.00</b>

Totals	
Sub Total:	\$113,817.00
Discount: 23.00%	(\$26,177.91)
Total Tax:	\$0.00
Invoice Total:	\$87,639.09

Signature: \_\_\_\_\_

THIS QUOTE VALID FOR 30 DAYS. PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT: DPW**

**CONTACT: ERIC RYDER**

**PROJECT TITLE:VEHICLE REPLACEMENT**

**PROJECT DESCRIPTION:**

\_\_\_\_\_ 6 WHEEL DUMP TRUCK W/ PLOW & SANDER # 19  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE: \$210,000**

**USEFUL LIFE: 20 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_ 5**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

Description: 2022 HV507 Dump with Plow and Stainless Sander  
 Quote Date: 9/27/2021 BUDGET QUOTE 2022



Presented in accordance with Greater Boston Police Council Cooperative Procurement Program/MAPC.  
 Contract# GBPC 2020 Trucks - Pricing valid through: October 31, 2021 Current contract available upon request.

Town of Hudson  
 Kenny Blood  
 One Municipal Drive  
 Hudson, MA 01749

Based on our previous discussions, I have prepared the following proposal for your review.

Quantity	Description	Unit Price
<b>BASE UNIT AND CHASSIS OPTIONS</b>		
12 - 201A	HV507 4 X 2	\$ 83,023.00
213	Cummins L 9 Liter 330 HP	\$ 9,545.00
227	Stainless Steel Oil Pan for Cummins L9 from Factory	\$ 1,624.00
238	14,000 Front Axle with 12R22.5 - 16 PR Tires with Fender Extensions	\$ 1,690.00
254	26,000 lb. Rear Axle	\$ 4,397.00
293	Programmable Body Circuit Switches "Six Pack"	\$ 802.00
313	Heated Front Windshield -HV	\$ 641.00
318	Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	\$ 508.00
264	Driver Controlled Locking Differential	\$ 979.00
281	Aluminum Air Tanks	\$ 520.00
292	Trailer Brake Connections - Electric Brakes	\$ 368.00
302	Aero Pedestal Heated, Power Adjusted Black Heads and Arms	\$ 349.00
307	Heavy Duty .472" Hub Piloted Disc Wheels - Front Axle	\$ 195.00
308	Heavy Duty .472" Hub Piloted Disc Wheels - Rear Axle - per axle	\$ 316.00
309	Powder Coated Wheels	\$ 73.00
<b>BODY &amp; EQUIPMENT OPTIONS</b>		
602	Automatic Transmission Mounted Central Hydraulic System	\$ 6,598.00
349	Pintle Plate	\$ 1,100.00
605	9' - 2 to 4 Cubic Yard Dump Body	\$ 10,125.00
608	Upgrade Dump Body to 7 Gauge Steel	\$ 914.00
3	613 Custom Fabricated Tailgate Asphalt Door (\$609.00 Each)	\$ 1,827.00
	614 Air Operated Tailgate	\$ 700.00
	619 Electric Automatic Load Cover	\$ 2,700.00
	630 Upcharge for 10' HARDOX Steel Dump Body ILO Carbon Steel	\$ 3,737.00
	639 Heavy Duty Plow Frame - Power Tilt with Lights and Control Valve	\$ 7,575.00
	650 EVEREST HEAVY DUTY 11' POWER REVERSING PLOW - TRIP EDGE	\$ 10,100.00
	646 Power Reverse Hydraulic Controls	\$ 1,100.00
	698 Arrowhead Attachment for Snow Plow	\$ 1,269.00
	703 Hi-Way 10 ft. drop-in type Spreader	\$ 12,625.00
	715 Manual Spreader Fluid Control Valve, Plumbed	\$ 2,300.00
2	717 Sander Spill Shields	\$ 1,800.00

CONTINUED ON PAGE 2





**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT: DPW**

**CONTACT: ERIC RYDER**

**PROJECT TITLE: VEHICLE REPLACEMENT**

**PROJECT DESCRIPTION:**

\_\_\_\_\_ COMPACT TRACK LOADER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE: \$58,000**

**USEFUL LIFE: 20 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_ 6 \_\_\_\_\_**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**





## Woodco Machinery, Inc.

### Sale Standard Terms and Conditions

These Sale Standard Terms and Conditions shall be effective upon the completion of an Invoice, Sales Order, Purchase Order or other documentation evidencing agreement to the sale of a product or service (collectively, "Purchase Order") pursuant to these terms, and are incorporated by reference into any sale or proposed sale of products by Woodco Machinery, Inc. ("Company") and the customer identified on any such Purchase Order ("Customer"). Any and all exhibits and Purchase Orders are incorporated by reference into these Terms and Conditions (collectively, this "Agreement"). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **General.** The sale of any equipment, goods, or products (collectively, "Products") or the sale of services by Company is expressly conditioned on Customer's assent to this Agreement. Any acceptance of Company's offer is expressly limited to acceptance of this Agreement and Company expressly objects to any additional or different terms proposed by Customer. Any order of Product or services and Company's delivery of Product or performance of services shall constitute Customer's assent to this Agreement. Unless otherwise specified in a Purchase Order, Company's price quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Company before receipt of Customer confirming acceptance. All Purchase Orders are not final until subsequent acceptance by Company at its home office in Woburn, Massachusetts.

2. **Prices.** Unless otherwise provided in this Agreement, prices listed do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Customer shall pay all license fees, sales, use, service use, personal property and excise taxes, and any other fees, assessments or taxes which may be assessed or levied by any national, federal, state, provincial or local government, and any departments and subdivisions thereof, as a result of Customer's order and purchase of Company's Product or services. Export orders may be subject to other special pricing. Company reserves the right to accept or reject any order.

3. **Payment.** Unless otherwise expressly provided, payment will be due at the time of delivery of the Product. No deductions are allowed for liquidating damages, back charges, retainage, set-off or start up. In the event that collection efforts are required to be instituted in order to collect monies under the terms of this Agreement, the Customer agrees to pay all costs incurred through all collection efforts, including, but not limited to, attorney's fees and costs to repossess any Product sold to Customer.

If Customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Company's credit terms, or fails to supply adequate assurance of full performance to Company within a reasonable time after requested by Company (such time as specified in Company's sole discretion), Company may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue a collection action (which action shall include, without limitation, payment of attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Company further reserves the right to charge Customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law.

4. **Financing.** Financing may be available from third parties for the purchase of Product or services from Company. THE COMPANY DOES NOT PROVIDE FINANCING AND ANY FINANCING RATES, TERMS AND CHARGES ARE SUBJECT TO RATES, TERMS AND CHARGES NEGOTIATED BY CUSTOMER WITH A THIRD-PARTY FINANCIAL INSTITUTION OR OTHER FINANCIER. Any financing information, including but not limited to projected payments, financing offers, terms rates, or charges, are provided by Company for informational purposes only and nothing contained herein constitutes financial advice or an offer to finance the Product or services by the Company or any third-party. Company does not guarantee the availability of financing and financing is subject to approval by a third-party financial institution or financier.

5. **Credit History.** As part of this transaction, Company may investigate Customer's credit history. Company reserves the right to cancel and terminate any Purchase Order if it reasonably believes that there is any risk of nonpayment or Company otherwise deems itself insecure with respect to any payments to be made by Customer prior to delivery of the Product or performance of the services specified in this Agreement.

6. **Shipping.** Shipping dates are approximate and based on prompt receipt of all necessary information by Company. Company will not be liable for delays in manufacture or delivery or additional costs or expenses that may arise from causes beyond Company's reasonable control. All Products are shipped at Customer's risk, F.O.B. Company's facilities, with transportation charges to be paid by Customer. Customer shall be solely responsible for, and shall pay, all freight, insurance and handling charges in connection with the delivery of Company Products from Company's facilities to the location specified by Customer and Company is not responsible for Product damaged or lost in transit. In the event the Product are shipped directly from the manufacturer to Customer, product are shipped at Customer's risk, F.O.B. manufacturer's facility. When shipped directly from manufacturer to Customer, Customer shall be solely responsible for, and shall pay, all freight, insurance and handling charges in connection with the delivery of Company Products from Company's facilities to the location specified by Customer and neither Company nor manufacturer are responsible for Product damaged or lost in transit.

7. **Security.** To secure the payment and performance of all indebtedness and obligations of Customer to Company arising out of, or in connection with, the sale of any Product or services by Company to Customer, Customer grants to Company a purchase money security interest in all Product sold to Customer by Company, until such time as the purchase price (including principal, interest, and any late fees) is paid in full to Company, and such security interest shall extend to all cash proceeds, promissory notes, and products of the sale, rental, lease or other disposition of such Product (the "Collateral"). Customer will, at the cost of Customer, and without expense to Company, do, execute, acknowledge and deliver to Company all and every such security agreement, financing statement, assignment or other writing that Company may, from time to time, reasonably deem necessary or appropriate to create, perfect, continue perfected, protect and collect the Collateral and Company's title to, security interest in and lien upon the Collateral or which Customer may be or may hereafter become bound to convey or assign to Company, or for carrying out the intention of facilitating the performance of the terms of this Agreement ("Security Instrument"). Customer, on demand, will execute and deliver any Security Instrument demanded by Company in its sole discretion, and in the event it shall fail to so execute and deliver any such Security Instrument at the time, Customer hereby authorizes Company to file, and hereby appoints Customer as Customer's agent and attorney to sign and cause to be filed any Security Instrument that Company may reasonably deem necessary or appropriate to create, perfect, continue perfected, protect and collect the Collateral and Company's title to, security interest in and lien upon the Collateral. Customer grants to Company an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Company at law and in equity, including, without limitation, such rights and remedies available to Company pursuant to this Agreement, including this Section 7 and Section 8. Customer acknowledges that its right to lease or rent any Product is subject to Company's security interest and the terms of any security agreement executed by Customer and delivered to Company, if any.

8. Failure of Payment. If Customer fails to make payment in full or in part when due, Company shall have the right at Company's election to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products or services immediately due and payable, (iii) withhold further deliveries, and/or (iv) convert the Customer's use of the Product to a standard Master Equipment Rental Agreement using the standard rental rates for the Customer's use of the Product from the date the Product was delivered to Customer. Company's rights for Customer's failure to pay shall not be limited by this Section, the rights described above shall be cumulative, and the exercise of any right or remedy shall not limit Company's right to exercise any other right or remedy available at law or herein.

If Company elects to proceed with an order after the suspension of performance, Company shall have an extension of time for performance as is necessitated by the suspension. Company shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products or services already delivered or in process. Customer shall reimburse Company for all costs of collection, including reasonable attorney's fees, costs, interest, and late fees, incurred as a result of Customer's failure to make payments when due.

9. Insurance. Until such time as the purchase price, plus all interest, late fees, and other penalties is paid in full to Company, Customer shall, at its own expense, obtain and maintain all risk general liability and property damage insurance covering any Products delivered under this Agreement, naming Company as an additional insured, in an amount at least equal to the Product's replacement value. Upon request of Company, Customer shall furnish certificates of such insurance listing the Company as an additional insured, which insurance may not be cancelled except on advance written notice to Company. At all times, the insurance required of Customer under this Agreement shall be primary to any applicable insurance carried by Company.

10. Inspection. All Product and services shall be finally inspected and accepted by Customer, and Customer shall make written claim for all visible or detectable defects or nonconformities within seven (7) days after delivery to Customer. Customer's failure to notify Company within the seven (7) day period will constitute a waiver of Customer's right to reject the Product for visible or detectable defects or nonconformities. Acceptance of Product by Customer shall also be deemed to have occurred if Customer uses the Product. There shall be no revocation of acceptance, except for invisible, non-detectable or latent defects or nonconformities which were not discovered by Customer which could not reasonably have been discovered prior to acceptance. Any collections, controls, inspections, tests and certificates requested by Customer shall be at Customer's expense.

11. Returns. No Product may be returned for any reason without Company's prior written consent (and then only under such terms and conditions as Company may specify). Company may decline to allow any claim, credit or refund for Products returned without such written consent. Without limiting the foregoing, non-standard Products (including Products which have been manufactured to Customer's specifications), are not returnable. Transportation, freight, assembly or disassembly costs for authorized returns will be returned solely at the expense of Customer unless Company otherwise agrees in writing. Authorized returns must be in new and/or unused condition, and may be subject to administrative or other charges determined by Company.

12. Cancellation. Unless otherwise agreed by Company in writing, orders are non-cancellable, and will not be subject to change or suspension by Customer. If Company agrees to cancel, change or suspend any order, it may impose administrative or other charges as determined by Company. If a requested change (inclusive of delivery date) or suspension is approved, Customer will send to Company an acknowledgement confirming the change or suspension and any additional charges, and the same will become part of this Agreement.

13. Warranty. For the sale of new Product, provided that Customer is not in default under its payment obligations, Company hereby assigns to Customer any warranties or guaranties provided by each manufacturer or each seller of each Product. THE FOREGOING WARRANTY BY COMPANY IS THE ONLY WARRANTY GIVEN BY COMPANY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND COMPANY PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY USED ITEM OF EQUIPMENT OR ANY PART SOLD BY COMPANY, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

14. Limitation of Liability. The liability of Company for any Product or services supplied by Company, whether in contract, in tort, in strict liability, or otherwise, shall not exceed the contract price or, if a particular product gave rise to, or is the subject of, the damage or liability claim, then the Company's liability shall not exceed the amount of the purchase price for that particular product which gave rise to, or is the subject of, the damage or liability claim. IN NO EVENT WILL COMPANY BE LIABLE IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE, TO CUSTOMER OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF EQUIPMENT, COST OF CAPITAL, OR FOR FAILURE OR DELAY IN ACHIEVING ANTICIPATED PROFITS OR PRODUCTS.

15. Indemnification. Customer shall defend, indemnify and hold Company harmless from and against any claims brought by a third party arising from Customer's negligence, use or misuse, or intentional misconduct arising out of or attributable to the Customer's use of Company's Product or services, including but not limited to, claims of: (a) personal injury or death, or (b) physical damage to tangible personal or real property.

16. Use. Company is not responsible for Customer's use of the Product or services being sold under this Agreement. CUSTOMER SHALL OPERATE THE EQUIPMENT AND ALL PARTS THEREOF IN ACCORDANCE WITH THE EQUIPMENT'S OPERATIONS MANUAL, MANUFACTURER REQUIREMENTS, WARRANTIES AND PRODUCT MANUALS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REQUIREMENTS PERTAINING TO THE RECHARGING OR RESTORATION PROCESSES OF THE EQUIPMENT'S EMISSIONS SYSTEMS, SELECTIVE CATALYTIC REDUCTION, DIESEL OXIDATION CATALYSTS OR DIESEL PARTICULATE FILTERS.

17. Maintenance. Unless otherwise stated in the Purchase Order or provided by the manufacturer, Customer shall at its own expense maintain all Products and services and pay the cost of all necessary repairs to the Products or services provided under this Agreement. Customer acknowledges that certain manufacturers require that the Company perform certain maintenance on specific products at specific intervals. If this Agreement provides for preventative maintenance to be provided by Company either as required by the manufacturer or agreed to be performed by Company, Customer shall notify Company of the need for such maintenance at the required intervals and allow Company access to the work site during regular work hours to perform all maintenance that the manufacturer requires the Company to perform or the Company agreed to perform. Customer shall not be entitled to any credit, payment or other compensation as a result of the down time of the Product caused by the maintenance of the Product. If Company is required to provide such maintenance outside of normal business hours, Customer shall pay the increased costs incurred by Company in performing such services.

18. Data Collection. Any Product being sold under this Agreement may be equipped with a manufacturer's tracking system that allows for the equipment location, usage and other machine information to be tracked, monitored and transmitted via global positioning systems, satellites and/or other means to the manufacturer, Company, or other third parties. By accepting the Product, Customer agrees to the use of such manufacturer's tracking system with respect to this Product while being used by Customer and Customer acknowledges that it shall have no right in any data collected. Customer agrees that any data collected may be used by manufacturer, Company or any third-party, as manufacturer, Company or any third-party shall each determine in their sole discretion. Customer is prohibited from disabling, disconnecting, interfering with, or using or attempting to gain access to the hardware or software which are part of any manufacturer's tracking system and from attempting to alter, modify, adapt, translate, decompile, copy, create a derivative work of, reverse engineer, reverse assemble or to discover any source code of the tracking system. Nothing in this Agreement conveys to Customer any rights in the manufacturer's tracking system or any related hardware or software.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter herein and supersedes all prior oral or written agreements or proposals to Customer.

20. Conflict of Terms. In the event, and to the extent, there is a conflict between the terms of these Terms and Conditions and the terms of any exhibit or any Purchase Order, the terms set forth on the exhibit or Purchase Order shall control. In the event, and to the extent, there is a conflict between the terms of any exhibit and any Purchase Order, the terms set forth on the Purchase Order shall control.

21. Waiver. No failure or delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

22. Assignment. Neither party may assign this Agreement or delegate any of its duties under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety without the other party's prior written consent to any present or future parent, subsidiary, or successor, or a purchaser of all or substantially all of its assets. Such acquiring party shall agree in writing to comply with and be bound by the assigning party's obligations under this Agreement.

23. Notice. All notices, communications and reports permitted or required by the provisions of this Agreement shall be in writing and will be deemed to have been given when delivered by personal service or sent by recognized overnight courier service to the addressee party at the following address:

If to COMPANY, to: Woodco Machinery, Inc.  
22 North Maple Street Woburn, MA 01801  
Attn: Chief Financial Officer

If to CUSTOMER, to: Name and address on first page of this Agreement.

or to such other address or person as the addressee party may designate in writing from time to time in accordance with this paragraph. All such communication will be deemed to be effective on the earlier of (a) actual receipt or (b) if sent by courier service, on the second day following the date presented to the courier service for delivery to the other party.

24. Severability. In the event that any one or more of the provisions or parts of any provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

25. Governing Law. This Agreement and all amendments, modifications, alterations, exhibits, supplements, schedules, attachments and Purchase Orders of any kind now, previously or entered into by Customer with Company shall be governed by and construed and interpreted in accordance with the laws of the State for the location of Company at which this Agreement was submitted, without regard to conflict of laws rules.

26. Venue. With respect to any claim or action arising under this Agreement, Customer (a) irrevocably submits to the jurisdiction of the courts of the Commonwealth of Massachusetts located in the Middlesex or Suffolk Counties, and the United States District Court located in Boston, Massachusetts, and (b) irrevocably waives any objection which it may have at any time to the laying of venue of any suit arising out of or relating to this Agreement brought in any such court, and (c) irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

27. Force Majeure. Except for the payment obligations of Customer, neither party hereto shall be liable for their failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including, without limitation, fire, flood, strike and any other industrial disturbance, failure of transport, accident, war, riot, insurrection, act of God or order of any governmental agency. In the event that any such contingency occurs which affects the performance of Company, Company may allocate delivery of its equipment and parts among its customers as it sees fit in its sole discretion and without liability to Customer, or any other party.

28. Headings. The headings in this Agreement have been added for the convenience of the parties and are not to be deemed a part of this Agreement.

29. Integration. This Agreement is the sole understanding and agreement of the parties with respect to its subject matter and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

30. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is subject to the approval and acceptance of Company evidenced by the execution of this Agreement through its authorized officer and shall not become binding upon Company until so approved, accepted and executed.



**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT:** DPW

**CONTACT:** ERIC RYDER

**PROJECT TITLE:**BUILDING ASSESSMENT

**PROJECT DESCRIPTION:**

\_\_\_\_\_ DPW GARAGE AND FLEET FACILITY ASSESSMENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE:** \$30,000

**USEFUL LIFE:** 3 YEARS

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING:** \_\_\_\_\_ 1 \_\_\_\_\_

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

28 October 2021

Mr. Eric Ryder  
Director of Public Works  
Town of Hudson  
1 Municipal Drive  
Hudson, MA 01749

RE: NEW DEPARTMENT OF PUBLIC WORK (DPW) FACILITY STUDY, Hudson, MA  
Town of Hudson  
**Scope and Fee Proposal – Study Phase**

Dear Mr. Ryder:

HELENE·KARL Architects, Inc. (HKA) is pleased to submit our professional services scope and fee proposal in response to the Town of Hudson's (Town) Request for Proposal for the subject Project. HKA based this proposal on the site visit with the Town on 9/20/21. The intent of this Proposal is to provide Town with the necessary information to evaluate HKA's proposed scope of services and fee for the Study Phase.

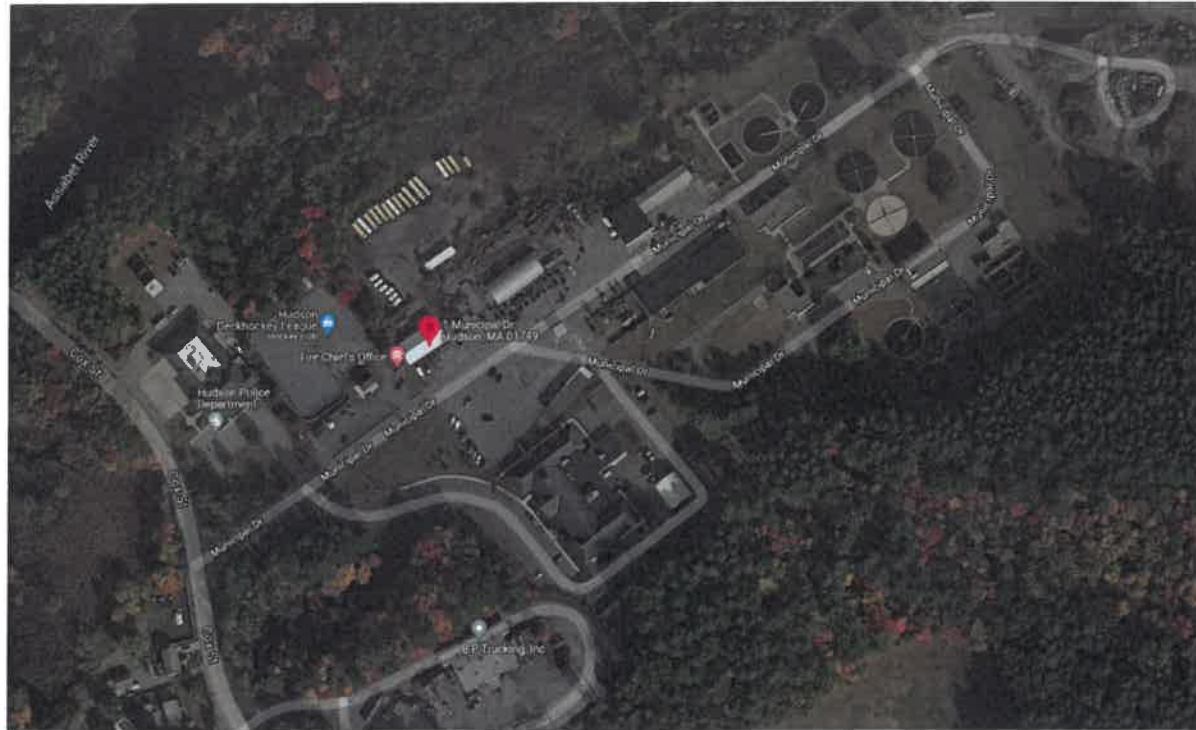
HKA provides the following information in this Proposal.

- 1 -- Project Understanding
- 2 -- Scope of Services
- 3 -- Anticipated Schedule
- 4 -- Professional Services Compensation
- 5 -- Reimbursable Expenses

## **1.0 PROJECT UNDERSTANDING**

HKA understands that the Town of Hudson's (Town) goal for this Project is to prepare a STUDY to evaluate the existing DPW structures and site, to develop a Space Requirements Program for existing and anticipated DPW operations, and to prepare a concept layout for a new building on the existing DPW site. The Study report will provide a definitive scope, conceptual layout, and an order of magnitude cost to construct a new DPW facility. The Town will use the Study findings to request funding at Town Meeting.

The existing DPW operations are located between the Public Safety Building and Wastewater Treatment Facility on Municipal Drive in Hudson, MA. The DPW administrative functions are collocated in the Public Safety Building that was recently constructed. However, the DPW fleet vehicles, repair garage, shops, storage and fueling island operations are in separate structures. The repair garage, shop and vehicle storage structures were constructed in the early 1960s and have had minimal upgrades over the decades. The general and surplus vehicle storage is in a steel "Quonset hut" type structure constructed by DPW personnel approximately 15 years ago.



Aerial Site Plan

## 2.0 SCOPE OF SERVICES

HKA's proposal includes architectural, civil, structural, mechanical, and electrical engineering services for the STUDY PHASE of the Project. HKA understands that Town will administer this Project under the terms and conditions of the Contract for Designer's Services.

Specific services HKA's design team will perform are as follows:

### 2.1 STUDY PHASE SERVICES

1. At the outset of the project, HKA will meet with the Town's staff to discuss the Project scope. Through a process we call "interactive design", HKA will work with the Town to develop the **conceptual, functional and budgetary aspects** of the Project. The session will involve a dialog between HKA and the Town to determine the Project's design direction and program. The primary goal of the meeting will be to establish the Town's priorities and the protocol (reporting, submissions, building access, etc.) for the Project.
2. HKA will meet with the Town to review current operations and finalize the "Program" and priorities for the building. HKA will prepare and submit the Program for final approval by the Town.
3. HKA's design team will perform a site survey to inspect and document the existing conditions of the Project. The Team will prepare measured drawings/documents and/or photographs that reflect the existing conditions. These drawings/documents will be used to develop the design and to establish the scope of work. HKA will request the use of any available record drawings and/or electronic files for the Project. Note: HKA understands that the Town will provide a topographic survey.

4. As part of the survey, HKA may request that some “exploratory investigation” be completed to determine the extent of the existing conditions. HKA will work with the Town to determine a cost effective and appropriate means to accomplish the exploratory investigation prior to construction.
5. After completing the existing conditions survey, HKA’s design team will prepare the Concept Design documents consisting of drawings and other documents illustrating the scale and relationship of the Project components. HKA will incorporate the comments and Project scope that was established during the initial program evaluation meeting into the Concept Design. In addition, HKA will prepare an order of magnitude conceptual construction cost estimate for the proposed work. Note: The Concept Design will include a floor plan, exterior elevations (renderings), general site plan and system narratives for fire protection, mechanical, plumbing and electrical.
6. HKA will submit the concept layouts/estimates and solicit comments on the findings and recommendations. At this time, through a dialog with Town, HKA will discuss any recommendations and/or program adjustments. Throughout the design process, our team will select efficient and economical design solutions to satisfy the program requirements. HKA will meet with Town to review the initial findings and concepts in a working session.
7. Based on the approved layouts and any final adjustments in the scope of the Project or in the target construction costs authorized by Town, HKA will prepare a FINAL copy the Study report and submit an electronic copy to the Town. The final Study will include the following items.
  - Preferred building concept layout and fit plan.
  - Building system narrative.
  - Conceptual construction estimates.

## 2.2 CLARIFICATIONS

1. The construction cost estimate and construction schedule will include a breakout of material and labor, and milestones, respectively.
  2. A topographic survey is not included as part of HKA's fee proposal. If requested by the Town, HKA will provide survey services as a reimbursable expense.
  3. The borings and geotechnical report are not included as part of HKA's fee proposal. If requested by the Town, HKA will provide these services as a reimbursable expense.
  4. Services for sampling for asbestos, lead and hazardous materials are not included as part of HKA's basic fee proposal. If requested by the Town, HKA will provide industrial hygienist services as a reimbursable expense.
  5. HKA’s services shall be performed as expeditiously as is consistent with professional skill, care and the orderly progress of the Project. Town agrees, with reasonable promptness, to provide HKA with the available information regarding the requirements for the Project.
-



### 3.0 ANTICIPATED SCHEDULE

HKA's anticipated schedule for STUDY PHASE SERVICES is as follows:

DESIGN PHASE SERVICES	
Site Survey and Programming*	45 calendar days
Town review period and Concept Review Meeting	
Finalize Study	14 calendar days
	<hr/>
Total	59 calendar days

### 4.0 PROFESSIONAL SERVICES COMPENSATION

1. HKA proposes a Lump Sum fee of Thirty Thousand Dollars [**\$30,000**] to prepare the STUDY for the New DPW Facility. The deliverables will include a letter format systems description narrative, concept floor plans and cost estimates (see Section 2.1 of this Proposal).
2. HKA's hourly rates (which include direct personnel expense, overhead and profit) for Additional Services on this Project are as follows:

<u>Discipline</u>	<u>Rate</u>
Project Manager	\$165.00
Project Architect	\$155.00
Civil Engineer	\$155.00
Structural Engineer	\$155.00
Mechanical Engineer	\$155.00
Electrical Engineer	\$155.00
Draftsperson	\$100.00

### 5.0 REIMBURSABLE EXPENSES

Reimbursable expenses, which are in addition to the compensation stated above in this Proposal. HKA will invoice the Town for reimbursable expenses under this Project at 1.1 times our direct cost.

This scope and fee proposal is valid for 90 calendar days from the date of this Proposal.

The fee and hourly rates are subject to annual adjustment for services that extend beyond twelve (12) months from the date of the signed contract.

HELENE·KARL Architects, Inc. looks forward to establishing a working relationship with Town of Hudson. Please contact our office at 978-449-0470 if you have any questions or require additional information regarding this Proposal.

Sincerely,  
HELENE·KARL Architects, Inc.

  
Gregory K. Yanchenko, AIA  
Vice President



**CAPITAL PROJECT REQUEST**

**FY 23**

**DEPARTMENT: DPW**

**CONTACT: ERIC RYDER**

**PROJECT TITLE: FACILITY ASSESMENT**

**PROJECT DESCRIPTION:**

\_\_\_\_\_ DPW COMPUTER EQUIPMENT

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**PROJECT COST ESTIMATE: \$28,000**

**USEFUL LIFE: 5-7 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_

Mileage \_\_\_\_\_

Present Value \_\_\_\_\_

Condition \_\_\_\_\_

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**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_ 8 \_\_\_\_\_**

# QUOTE CONFIRMATION



DEAR ERON DILO,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MJTL811	9/20/2021	MONITORS FOR DPW	1636825	\$10,752.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP Z27u G3 - LED monitor - 27"</a> Mfg. Part#: 1B9X2AA#ABA Contract: Massachusetts OFF40 Audio Visual (OFF40)	24	6449521	\$448.00	\$10,752.00

PURCHASER BILLING INFO		SUBTOTAL	\$10,752.00
<b>Billing Address:</b> TOWN OF HUDSON ERON DILO IT DEPT. 78 MAIN ST HUDSON, MA 01749-2193 Phone: (978) 568-8736 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		<b>GRAND TOTAL</b>	<b>\$10,752.00</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> TOWN OF HUDSON ERON DILO IT DEPT. 78 MAIN ST HUDSON, MA 01749-2193 Phone: (978) 568-8736 Shipping Method: UPS Ground	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Dan Palmieri	(855) 822-4918	dan.palmieri@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,752.00	\$302.02/Month	\$10,752.00	\$345.03/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

**General Terms and Conditions:**

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

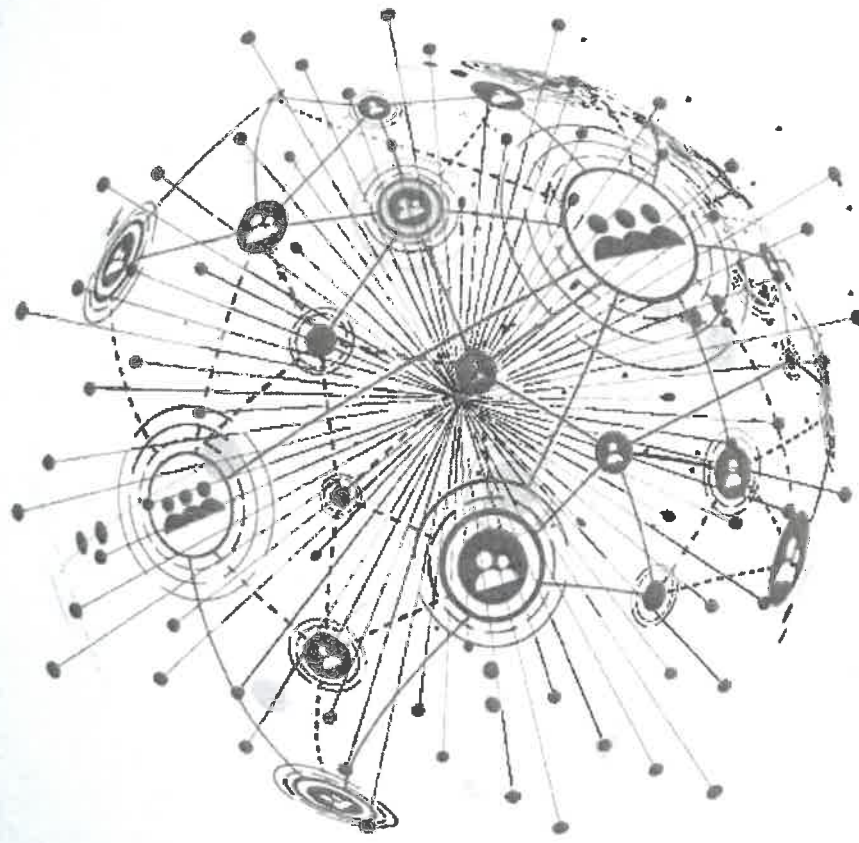
This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2021 CDW-G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



44 Norfolk Ave.  
South Easton, MA 02375  
www.hubtech.com  
(508) 238-9887

We have prepared a quote for you



**SBUY Z2 G8 DPW**

Quote # 005263  
Version 1  
Opportunity: 5155

**Prepared for:**

**Town of Hudson**

Eron Dilo  
edilo@townofhudson.org

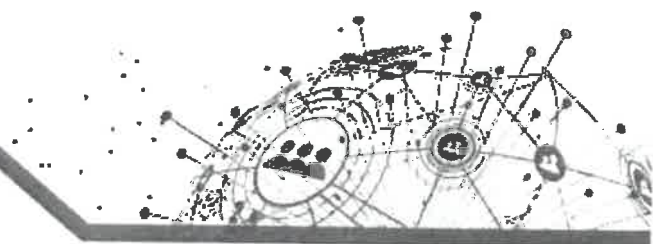
**Prepared by:**

**Hub Technical Services LLC**


Lori Slabine  
lori@hubtech.com



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



Hardware

Description	Price	Qty	Ext. Price
 <b>4A165UT#ABA HP Z2 G8 Workstation - 1 x Intel Core i7 Octa-core (8 Core) i7-11700 11th Gen 2.50 GHz - 16 GB DDR4 SDRAM RAM - 512 GB SSD - Tower - Black - Windows 10 Pro 64-bit - Intel UHD Graphics 750 Graphics - Serial ATA/600 Controller - 0, 1 RAID Levels - Intel Opt</b>	<b>\$1,414.55</b>	<b>12</b>	<b>\$16,974.60</b>
<b>Subtotal:</b>			<b>\$16,974.60</b>



44 Norfolk Avenue  
 South Easton, MA 02375  
 www.hubtech.com  
 508-238-9887



**SBUY Z2 G8 DPW**

**Quote Information:**

Quote #: 005263  
 Version: 1  
 Delivery Date: 09/07/2021  
 Expiration Date: 10/05/2021

**Prepared for:**

Town of Hudson  
 78 Main Street  
 Hudson, MA 01749  
 Eron Dilo  
 (774) 239-6512  
 edilo@townofhudson.org

**Prepared by:**

Hub Technical Services LLC  
 Lori Slabine  
 (508) 238-9887 x 4202  
 lori@hubtech.com

**Quote Summary**

Description	Amount
Hardware	\$16,974.60
<b>Total:</b>	<b>\$16,974.60</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Hub Technical Services LLC**

**Town of Hudson**

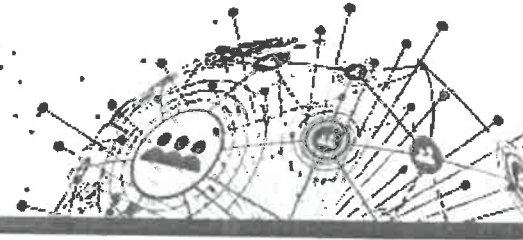
Signature: \_\_\_\_\_  
 Name: Lori Slabine  
 Title: Sales Account Manager  
 Date: 09/07/2021

Signature: \_\_\_\_\_  
 Name: Eron Dilo  
 Date: \_\_\_\_\_





44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Terms & Conditions

### Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

### Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

### Terms, Conditions, and Procedures

#### Change of Scope Procedures

Should the Client require additional services as a result or adjunct to this project, it will be considered a Change of Scope and will result in additional hours and charges. A Change of Scope agreement form must be signed in order for any additional work to be performed. Upon receipt of a purchase order for the Change of Scope, HUB Technical Services will begin work. The service rate is based on installation during the hours of 8:30 AM-5:30 PM; Monday through Friday.

#### General Terms

This proposal is for a fixed price project. Any deviation from the Scope of Work defined in this proposal will result in a change order which may change the price of the project. HUB technical Services, LLC will monitor the progress of the project and notify the Client of any deviations for discussion and approval before implementation. Client will be invoiced as per Project Milestones.

#### Payment Terms

Payment is due within thirty (30) days of original invoice date. Tangible products are invoiced on the initial shipment date; services are invoiced as they are performed or at the milestones defined above or in the project plan if applicable. All invoices will include the description of the item and the work being billed. Complete payment in full is due for each invoice within thirty (30) days of invoice date. Payments that are past due will result in a finance charge of one percent (1%) per month on an unpaid balance (twelve percent (12%) per year) or the maximum allowed by law. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not Included. Fixed priced projects are invoiced in full and are not eligible for labor rebate.

#### Terms of Sales for Professional Services

Client will designate primary contact(s) for scheduling installations. Normal service delivery hours are 8:30AM-5:30PM; Monday through Friday. After hours and weekend service will be billed at a higher rate. Travel charges will apply beyond 50 mile radius of Hub Tech's main office. Rates are subject to change with a fifteen-day written notice. Support contracts, support services and related replacement parts may be subject to sales, use or other applicable local taxes and is based on the location to which the parts or services are delivered. Unless otherwise noted, HUB Technical Services, LLC prices does not include taxes. The Client acknowledges it has the responsibility to pay all taxes if applicable.

Warranty: 30 days from date of final signoff by client.

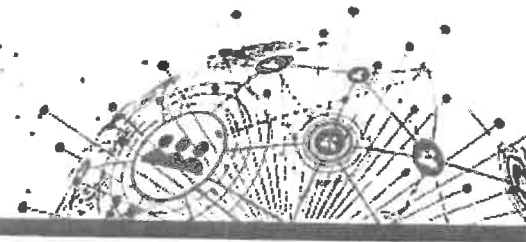
Non-Solicit: Should the Client hire any HUB Technical Services employee during the period of this contract or within 12 months of the expiration of the contract, then the Client shall pay HUB Technical Services an amount equivalent to 26 weeks of the employee's salary to recompense HUB Technical Services for its loss.

Delays which occur due to software application related issues will constitute a "Change of Scope" and will be subject to additional labor hours.

#### Terms of Sales for Tangible Products



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



Client is responsible for the receipt and safeguarding of all equipment delivered. Client is responsible for judging suitability and appropriateness for any particular purpose. Products, pricing and availability are subject to change without notice. Client understands that HUB Technical Services, LLC is not the manufacturer of the products specified in this proposal and the only warranties offered are those of the manufacturer. All products are sold with the manufacturer's warranty and are covered by their terms. All warranty claims must be submitted directly to the manufacturer. HUB Technical Services, LLC reserves the right to bill and Client agrees to pay for all time spent troubleshooting or repairing equipment under warranty. HUB Technical Services, LLC does not assure compatibility with any existing equipment. HUB Technical Services, LLC shall not be held responsible for any lost time due to DOA, defective or malfunctioning equipment provided by HUB Technical Services, LLC or by others. Product prices do not include set up, installation, configuration or training, unless specifically noted. A quote for these services will be provided upon request. Product totals exclude sales tax and shipping charges which be billed separately. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not included unless otherwise stated.

#### **Warranty and Disclaimer**

**Warranty:** HUB Technical Services, LLC warrants that the services or equipment provided comply with the statements made within this SOW and for a period of thirty (30) days from the date of signoff.

**Limitation of Liability:** Notwithstanding any provision contained herein to the contrary, except in case of bodily injury or death where, and then only to the extent that applicable law requires such liability, the maximum liability of HUB Technical Services, LLC to the client, or to any party whatsoever arising out of or in connection with any sale, use, or other application of any product or service delivered to the client hereunder, whether such liability arises from a claim based upon contract, warranty, tort, or otherwise, shall not under any circumstance exceed the actual amount paid by the client for the product or service giving rise to such liability.

**Disclaimer of Liability:** Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, HUB Technical Services, LLC shall not be liable for any of the client's loss of profits (even if they arise as a direct or immediate consequence of the event that generated the damages). Loss of business, loss of use or loss of data, interruption of business, nor for indirect, special, incidental or consequential damages of any kind whether under this agreement or otherwise, even if HUB Technical Services, LLC has been advised of the possibility of such loss and notwithstanding any failure of essential purpose of any limited remedy, in no case will HUB Technical Services, LLC be liable for any representation or warranty made by client, or any agent of the client.

**Service provider indemnity:** Client agrees to defend, indemnify and hold harmless HUB Technical Services, LLC from and against any and all damages, liabilities, costs, expenses (including reasonable attorney's fees, expert fees and other legal expenses) in connection with any suit, claim or action by any third party against the client or HUB Technical Services, LLC as a result of the actual or alleged negligence, misrepresentation, error or omission on the part of the client or its representatives relating to or concerning the products or support services provided by HUB Technical Services, LLC.

#### **Returns**

HUB Technical Services, LLC Return Policy is as follows: No returns without an RMA#.

You may return most tangible products only if we are able to return them to our supplier within ten (10) days of your product's shipping date; please refer to the specific details below. All returns require a HUB Technical Return Merchandise Authorization Number (RMA#). We are not responsible for receiving, tracking or crediting any item returned to us without a clearly identifiable RMA# on the packing slip. Many non-discontinued, unopened products may be returned within 10 days of the product's shipping date. Manufacturer return policies vary greatly based on the specific product type. Items must be in original packaging, sealed in as-new condition with the packing slip. Opened computer systems, software, laser printers, inkjet printers and networking equipment are not returnable. Defective merchandise can be returned for repair only to HUB Technical Services, directly to the manufacturer or any authorized service center in your area. In order to return an item, please call 508-238-9887 and contact to our Service Department to obtain a Return Merchandise Authorization Number (RMA#) prior to shipping your product. No returns of any type will be accepted without an RMA#. For faster service, please have the following information available when calling requesting an RMA#: Client name, invoice number or Purchase Order number, serial number and nature of the problem.

HUB Tech, HUB Tech Services and HUB Technical Services are all protected trademarks of HUB Technical Services, LLC

HPE-RENEWALS-US- AVT TS  
AVT Technology Solutions LLC  
8700 S. Price Road  
Tempe AZ 85284

09/17/2021

**Support Account Reference:** ARUBA501SG69GPK16V  
**HPE Reference Number:** 30598610



## SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT**. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

### (1) Customer Information:

**Company Name**

AVT Technology Solutions LLC

**Invoice to Address**5350 TECH DATA DR  
CLEARWATER FL 33760-3122

### (2) Contract Information: Unless otherwise notified all quotes under the AMP ID will be renewed:

 HPE Reference Number: 30598610 \*\* AMP ID: AHUB TOWNOHARU

Support Account Reference: ARUBA501SG69GPK16V Coverage Period: 02/28/2022 - 02/28/2023

**\*\*The enclosed Support Account Overview dated 09/17/2021 summarizes the quotes contained within the above AMP ID.****Please check if applicable:** Check here if your authorization is open-ended. \*

The terms within the asterisks apply only to open-ended support agreements.

\*\*\*This Support Agreement is for the period stated on HPE's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, HPE will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization. \*\*\*

### (3) Required-Tax Information:

 Taxable  Tax Exempt Exemption # \_\_\_\_\_ (Attach copy of exemption certificate)

### (4) Required- Billing Frequency: **Do not enclose Payment.** Please select one of the following:

Please bill me:  Pre-Pay up front for the entire coverage term Annually Quarterly (Total annual amount must exceed \$2400) Semi-Annually (Total annual amount must exceed \$2400) Monthly (Total annual amount must exceed \$2400) Charge my credit card. Check one:  Visa  MasterCard  American Express

For your protection, please call your HPE Representative with the credit card number.

Cardholder Name (Print) \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Credit Card Invoice-To Address \_\_\_\_\_

### (5) Required- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for HPE to invoice Customer for the HPE support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and HPE that includes the delivery of Support Services, or if none, the HPE Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail Address \_\_\_\_\_ Phone/Fax \_\_\_\_\_

### (6) Completed form should be returned to:

Hewlett Packard Enterprise Company

AMS ARUBA TEAM

916-785-4305

ROSEVILLE, CA 95747

(FAX)

# Support Account Overview



**AMP ID: AHUB TOWNOHARU**  
**Special Terms and Conditions No:**

**Customer Address:**  
 AVT Technology Solutions LLC  
 8700 S. Price Road  
 Tempe AZ 85284

**HPE Address:**  
 Hewlett Packard Enterprise Company  
 ROSEVILLE CA 95747

**Customer Contact:**  
 HPE-RENEWALS-US- AVT TS  
 E-mail HPE-RENEWALS-US@techdata.com

**HPE Representative:**  
 AMS ARUBA TEAM  
 Tel: 916-785-4305  
 Fax:  
 E-mail dl-servicere renewals@hpe.com

**Please Note: This is a budgetary quotation and prices are subject to change.**

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".  
 Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: [www.hpe.com/docs/customerterms](http://www.hpe.com/docs/customerterms)
- Datasheets: [www.hpe.com/info/mktlibrary](http://www.hpe.com/info/mktlibrary)

**Your Support Access Options for Service Agreement Customers:**

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - [www.hpe.com/support/hpesc](http://www.hpe.com/support/hpesc)

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 1-800-633-3600

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
ARUBA501SG69GPK16V		02/28/2022 02/28/2023	CAUS00-284258N	713.90
<b>Total Excluding Taxes Town Of Hudson</b>				<b>713.90</b>
<b>Summary of Charges</b>				
Hardware Support				677.60
Software Support-Labor				36.30
<b>Total Excluding Taxes</b>				<b>713.90</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
 Refer to the detail document for any applicable state & local tax

# Support Account Detail



**Special Terms and Conditions No:**  
**Your PO Reference:**  
**CCRN Number:**

**Support Account Reference:**  
**ARUBA501SG69GPK16V**

HPE Reference No.: 30598610

**Equipment Address:**  
 Town Of Hudson  
 1 Municipal Drive  
 Hudson MA 01749

**Software Update Address:**  
 Town Of Hudson  
 1 Municipal Drive  
 Hudson MA 01749

**Hardware Contact:**  
 Tanya Dufour  
 Tel:  
 Fax:

**Software Contact:**  
 Tanya Dufour  
 Tel:  
 Fax:

**Coverage from: 02/28/2022 to: 02/28/2023**

**Service Agreement ID:** For Support, please call: 1-800-633-3600

**Please Note: This is a budgetary quote and prices are subject to change.**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment: Reseller: Hub Technical Service LLC

"For detailed information on service deliverables in zoning refer to <http://www.HPE.com/partners/us>"

<b>H8A01AC</b>	<b>HPE Foundation Care NBD Exchange SVC</b>				59.00
<b>*** Hardware Support ***</b>					

**HPE Hardware Replacement Support**  
 Remote HW Diagnosis & Support  
 Advance Product Exchange  
 Next Cov Day Onsite Shipment  
 Customer Delivers to RepairCtr  
 HPE Ships to Customer Site  
 24 Hours, Day 1-7

J9821A	Aruba 5406R zl2 Switch	SG60G4901Q		1	
J9993A	Aruba 8p 1G/10GbE SFP+ v3 zl2 Mod	SG69GPK16V		1	
J9993A	Aruba 8p 1G/10GbE SFP+ v3 zl2 Mod	SG69GPK19F		1	
J9986A	Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod	SG6BGPB24D		1	
J9986A	Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod	SG6BGPB1D7		1	
J9986A	Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod	SG6BGPB1XZ		1	
J9986A	Aruba 24p 1000BASE-T PoE+ v3 zl2 Mod	SG6BGPB1VH		1	

**\*\*\* Software Support \*\*\***

**HPE Software Technical Unlimited Support**  
 SW Technical Support  
 SW Electronic Support  
 24 Hrs Std Office Days  
 24 Hrs Day 6

Special Terms and Conditions No:  
 Your PO Reference:  
 CCRN Number:



Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
-------------	-------------	------------	------------------------------	-----	-----------

24 Hrs Day 7  
 Holidays Covered  
 Standard Response

J9821A	Aruba 5406R zl2 Switch	SG60G4901Q		1	
	<b>HPE Software Updates SVC</b> License to Use & SW Updates HPE Recommended SW Upd Method HPE Recommended Doc Upd Method				
J9821A	Aruba 5406R zl2 Switch	SG60G4901Q		1	

Summary of Charges	
Hardware Support	56.00
Hardware Support Tax MA	0.00
Software Support-Labor	3.00
Software Support-Labor Tax MA	0.00
<b>TOTAL INCLUDING TAX</b>	<b>59.00</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Payment Schedule as of 09/17/2021**

**AMP ID: AHUB TOWNOHARU**

**Settlement Period from: From:**

Support Account Reference

Applicable tax to be added to the invoice.



**CAPITAL PROJECT REQUEST  
FY 23**

**DEPARTMENT:** DPW

**CONTACT:** ERIC RYDER

**PROJECT TITLE:** MS4 COMPLIANCE

**PROJECT DESCRIPTION:**

MS4 STORM WATER COMPLIANCE –PERMIT YEAR 4 COMPLIANCE

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**PROJECT COST ESTIMATE:** \$146,000

**USEFUL LIFE:**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age:

Mileage:

Present Value:

Condition:

**DEPARTMENTAL PROJECT PRIORITY RANKING:** 3

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

Via Electronic Mail

October 20, 2021



Eric M. Ryder  
Director of Public Works  
Town of Hudson  
1 Municipal Drive  
Hudson, MA 01749

RE: Proposal for Professional Engineering Services  
NPDES MS4 Permit Compliance – Permit Year 4

Dear Mr. Ryder:

Woodard & Curran, Inc. is pleased to present this proposal for professional engineering services in support of the Town of Hudson's Municipal Separate Storm Sewer System (MS4) Permit compliance efforts. As discussed during our meeting with you on October 7, 2021, the Town of Hudson is requesting assistance with their NPDES MS4 Permit Year 4 activities in FY2022.

#### **SCOPE OF SERVICES**

Woodard & Curran will complete the following tasks:

1. IDDE Program Implementation for Catchment Investigations
2. Phosphorus Control Plan Obligations
3. BMP Inventory, Mapping and Inspections
4. BMP Retrofit Assessment
5. Low Impact Development Program Assessments
6. Stormwater Regulatory Review Support
7. Permit Year 4 Stormwater Management Plan Update
8. General MS4 Compliance Assistance
9. Permit Year 4 MS4 Annual Report Preparation

The scope of services for the above tasks are discussed in more detail below.

#### **Task 1: IDDE Program Implementation for Catchment Investigations**

Woodard & Curran will continue catchment investigations of drainage infrastructure that was initiated during Permit Year 3 using the methodology provided in the Town's Illicit Discharge Detection and Elimination (IDDE) Program Manual. Catchments will be investigated in the order identified as part of outfall reprioritization activities conducted during the recent IDDE Program Manual update, building upon previous investigation activities within catchments identified as "Problem" and moving to "High" priority catchments upon completion of Problem catchment investigations.

To complete this work, Woodard & Curran will utilize the subcontractor SDE to perform field inspections and input inspection data into the Town's ArcGIS Collector application or latest ESRI ArcGIS application platform. Catchment investigations will follow the procedures outlined in the Town's IDDE Program Manual.



#### Meetings

Once catchment investigations are complete and pipe segments with potential illicit discharges are isolated, Woodard & Curran will meet with the Town to review findings to inform verification activities to be performed by the Town.

#### Data Management and Reporting

It is assumed that all inspection data obtained during field investigations will be incorporated in the Town's ArcGIS Collector or latest ESRI ArcGIS application platform. Investigation and sampling results will be summarized in a table, GIS-based figures, and presented in concise memorandums for inclusion in your Permit Year 4 MS4 Annual Report. Pipe segment and mapping gaps and/or inconsistencies identified during connectivity investigations performed as part of the catchment investigations will be updated within the ArcGIS-based application.

#### **IDDE Clarifications:**

- Twenty (20) field days are proposed for investigations.
- The investigation efforts will likely require traffic control to open and view the interior of manholes/catch basins. It is assumed that Woodard & Curran will coordinate traffic control needs and scheduling, and that the Town will pay traffic control fees directly.
- Investigations shall be undertaken during dry conditions (or below freezing conditions) to minimize the potential for sampling groundwater or snowmelt baseflow. A lack of sufficient dry conditions may impact the schedule or ability to deliver this task to completion as described. Woodard & Curran will notify the Town if a lack of dry weather conditions appears to impact task schedule.
- Project development, coordination, scheduling, GIS coordination and data management, project management, public outreach support and supervision of field investigation activities have been included in the IDDE tasks.
- Illicit discharge verification support (e.g., dye testing) and illicit discharge removal memoranda required per Permit Part 2.3.4.8.e are not included in this scope.

#### **Task 2 - Phosphorus Control Plan Obligations**

Appendix F of the MS4 General Permit details the requirements of the Lake Boon Phosphorus Control Plan (PCP) that includes the following steps to create Phase 1 of a 3-phase plan by the end of the 5-year permit term (June 30, 2023):

- 1-1 Legal Analysis (June 30, 2020) - complete
- 1-2 Funding Source Assessment (June 30, 2021) - complete
- 1-3 Define Scope of PCP (PCP Area) Baseline Phosphorus Load and Phosphorus Reduction Requirement and Allowable Phosphorus Load (**June 30, 2022**)
- 1-4 Description of Phase 1 Planned Non-structural Controls (June 30, 2023)
- 1-5 Description of Phase 1 Planned Structural Controls (June 30, 2023)
- 1-6 Description of Operation and Maintenance Program for Structural Controls (June 30, 2023)
- 1-7 Phase 1 Implementation Schedule (June 30, 2023)
- 1-8 Estimated cost for Implementing Phase 1 of the PCP (June 30, 2023)



#### 1-9 Complete Written Phase 1 PCP (June 30, 2023)

The PCP scope of services outlined herein will complete the Scope of PCP/Baseline Load requirements due by June 30, 2022 but will also advance a preliminary analysis of structural and non-structural controls to prepare for the June 30, 2023 requirements while leveraging the results of Tasks 3 and 4 in this scope of services.

The goal of this task is to effectively close the gaps regarding stormwater controls constructed since 2005, to define baseline loads from the MS4, and to outline the credits associated with non-structural control alternatives.

The preliminary PCP will provide the Town the following benefits:

- A comprehensive understanding of existing load reduction credits (both structural and non-structural) and the gap needed to meet full Phase 1 load reduction requirements.
- Compliance with many of the PCP obligations required by the MS4 General Permit.
- A clear understanding of the extent of structural stormwater controls that will be necessary to complete the next and final steps of the Phase 1 PCP.

#### *Subtask 2.1: PCP Data Gap Analysis*

Taking credit for private structural stormwater controls constructed during redevelopment is a cost-effective means to implement TP load reductions. Because the baseline load and load reduction requirements presented in the Permit are based on 2005 data and reports, any structural controls constructed on public or private property after 2005 should be considered in the PCP data gap analysis. Additionally, identifying significant pre-2005 structural stormwater controls would provide the Town with additional options for viable retrofitting opportunities; therefore, an inventory of existing constructed stormwater control infrastructure is a critical gap that will be filled in this task.

It is our understanding that the Town does not currently have a complete geographic information system (GIS)-based database of public or private structural controls but does have several different sources of this data in various departments that may be used to close the gap. In this task we will work with the Town to obtain record drawings, post-construction inspection reports and/or plans to integrate the location, type and/or condition of stormwater controls constructed on private property within the Lake Boon watershed and into the Town's GIS database. Public structural controls will be mapped and evaluated under Tasks 3 and 4.

It is anticipated that we will conduct one meeting with Town Planning, Conservation, and Public Works staff to explore available information. This meeting could also be used to discuss an overview of the PCP's objectives and requirements. It is anticipated that the Town will assist in identifying plans for our review and use.

For budgeting purposes, we have estimated that there are 10 parcels in the Lake Boon watershed with stormwater control facilities constructed since 2005. Woodard & Curran will review plans and/or inspection reports provided by the Town and identify control locations for further consideration. As previously noted, these stormwater controls will be integrated into the Town's GIS database.

Once the identified control locations have been mapped, Woodard & Curran will evaluate contributing land area, if not available within the engineer's design report, for an estimate of TP load reduction using the EPA's Opti-tool. For the purpose of this scope, it is assumed that all stormwater systems identified and mapped were constructed and done so in accordance with available records plans/documents. It is



anticipated that field inspections to verify as-constructed stormwater facilities, as well as condition inspections, will be performed in a future phase of work; recommendations associated with these inspections will be provided in the preliminary PCP below.

*Interim Deliverable*

The nutrient load reduction estimate associated with identified existing private and public stormwater controls will be summarized in a table and provided to the Town as an interim deliverable. GIS data digitized in this task will be packaged and delivered to the Town.

*Subtask 2.2: Non-structural Control Plan*

It is our experience, and supported in various studies, that non-structural controls are cost-effective approaches to meeting nutrient control requirements but that the critical operational data associated with the local cost of sweeping, catch basin cleaning, and leaf litter collection may be limited. Woodard & Curran will update the benefits (anticipated load reduction) associated with street sweeping, leaf litter clean up, catch basin cleaning and any other non-structural controls allowable under the MS4 General Permit. Completion of this task will meet the requirements of Item 1-4, a description of Phase 1 non-structural controls.

*Interim Deliverable*

The TP load reduction of Town-wide non-structural controls will be included along with structural controls assessed in Task 1 to develop an estimate of "existing" annual phosphorus controls. These values will be subtracted from the Baseline Phosphorus Load outlined in Appendix F for the Town of Hudson. The gap between existing load reduction and target Permit Year 8 Total Phosphorus reductions will provide the basis for additional controls that will be identified in future phases of work.

Woodard & Curran will describe the gap in an interim memorandum that will meet Item Numbers 1-3, 1-4, and portions of 1-7, 1-8 and 1-9 of Phase 1 requirements outlined in Appendix F. This memorandum will be incorporated into the preliminary PCP outlined in Task 3.

*Subtask 2.3: Nutrient Control/Retrofit Opportunities*

By the end of Permit Year 5, there is a requirement to develop a series of structural BMPs (BMP Retrofit Plan) for permittee-owned properties. This requirement is separate from the BMP Retrofit Assessment requirement described in Task 4, below. However, it is anticipated that there will be efficiencies to completing both the PCP work described above and the Task 4 BMP Retrofit Assessment at the same time as the BMP Retrofit Inventory discussed in this subtask.

Woodard & Curran will conduct a desktop and field assessment of priority catchment areas within the Lake Boon watershed to identify structural stormwater management retrofit opportunity areas that can be developed for demonstration and pilot projects. We will conduct up to two days of field investigation to verify watershed characteristics as part of this task and to develop a photo library of various land uses, hotspots, outfalls, and other pertinent features within the Lake Boon watershed. Woodard & Curran will prepare a GIS location map and an opinion of cost for each identified retrofit opportunity.

A concept design (10%) will be created for up to five (5) priority retrofit locations as agreed upon by the Town. Retrofit projects will focus on best industry standard design for nutrient reduction. Woodard & Curran will prepare a BMP Retrofit Inventory section of the preliminary phosphorus control plan documenting the desktop and field assessment, prioritization process, permitting constraints for each project and recommended structural retrofit strategies for Town review; including a GIS figure of identified



retrofit locations, concept design drawings with relevant details and an opinion of cost for the five priority projects. Additionally, and consistent with the permit requirements, Woodard & Curran will also summarize the likely benefits of implementation of a variety of non-structural Best Management Practices (BMPs) for phosphorus load reduction to complement the structural BMP strategy. Information obtained during Task 3 and Task 4 activities, described below, will be used to the extent practicable to identify retrofit opportunities for existing BMPs.

#### *Subtask 2.4: Preliminary Phosphorus Control Plan*

The final deliverable of this task will be a preliminary PCP. The plan will include the following Phase 1 PCP requirements, building upon the documents and analysis that have been developed and summarizing subtasks 2.1 through 2.3:

- Legal Analysis
- Funding Source Assessment
- Scope of PCP (PCP Area) Baseline Phosphorus Load and Phosphorus Reduction Requirement and Allowable Phosphorus Load
- Description of Phase 1 Planned Non-structural Controls
- Description of priority retrofits identified in Subtask 2.3.
- Likely Additional Controls Needed to Meet Year 8 Phase 1 Requirements
- Phase 1 Implementation Schedule for Non-Structural, Funding, Policy Elements of the PCP

The format for the preliminary PCP will be developed with the Town to ensure that it is relevant and most useful for the Town of Hudson.

#### *Final Deliverable*

A draft preliminary PCP will be submitted to the Town for review and comment. Comments received by the Town will be incorporated into the document. An electronic and hard copy of the preliminary Phosphorus Control Plan will be submitted to the Town.

The next steps, under future phase of work, will include the Planned Structural Controls, Operational & Maintenance (O&M) program for the planned controls, and the remaining portions of Items 1-7, 1-8 and 1-9. The data needed for those program components will be developed in this project. The magnitude of the gaps in anticipated phosphorus load reduction will determine the tasks and level of effort for the remaining steps to complete the final Phase 1 PCP by the end of Permit Year 5.

### **Task 3 - BMP Inventory, Mapping, and Inspections**

Using the municipal facility inventory developed as part of MS4 General Permit compliance work completed during a prior scope of work, Woodard & Curran will provide technical support to identify, map, and inspect Town-owned BMP structures. The Town has provided Woodard & Curran with some site plans a GIS file for detention basins. Based on our review of this data, we understand that detention basins and some BMPs located at the High School, DPW, and the Police Station are present in the Town's existing GIS layers, but this layer is not complete.

In order to prepare an inclusive BMP map, Woodard & Curran will attend one (1) meeting with the DPW and other Town staff (as appropriate) to identify known or potential locations for currently unmapped



Town-owned BMPs. Once potential locations have been identified, Woodard & Curran will conduct field inspections in accordance with Permit Part 2.3.7.a.iii.6 to evaluate the type, characteristics, and condition of each BMP.

A separate GIS layer will be created to document the newly identified BMPs and will contain information related to the BMP type and conditions observed during the inspections. The GIS layer will serve as the deliverable for this task. It is anticipated that the Town will aid with identifying available design drawings for stormwater BMPs.

**BMP Inspection Clarifications:**

- Woodard & Curran will inspect subsurface BMPs through manholes or other visually accessible points but will not enter confined spaces. Pole mounted cameras will be used to assist with BMP inspections as field conditions permit.
- It is assumed that the inspection efforts will not require traffic control to open and view the interior of structures. If required, the Town will provide traffic control and/or police details at the Town's expense.
- There are approximately 20 known mapped municipally owned BMPs. For this fee estimate, Woodard & Curran assumes there may be up to 50 additional unmapped municipally-owned BMPs located within the Town. Four (4) field days have been allotted for field inspection and mapping of up to 70 structures.

**Task 4 – BMP Retrofit Assessment**

Upon completion of the BMP inspections completed in Task 3 and in conjunction with the work to evaluate retrofit opportunities under Task 2.3 within the Lake Boon watershed, Woodard & Curran will use that information to evaluate a subset of existing Town-owned BMPs to determine suitability and ranking preference for the Town to implement modifications or retrofits to reduce stormwater impacts. The evaluation will focus on the appropriateness of BMPs to reduce stormwater runoff frequency, volume, and pollutant loads through the retrofits and/or reduction of surrounding impervious area, with preferential consideration of BMPs located in areas with significant impervious area.

The deliverable for this task is an evaluation of at least 5 BMPs that could be modified or retrofitted, including recommendations and costs to implement these modifications/retrofits. To complete this task, Woodard & Curran will meet with the DPW and other staff (as appropriate) to discuss the Town's preferences for future BMP modification/retrofit locations and means to enable and/or barriers to implementation. The retrofit assessment will be documented in a memo with maps and typical illustrations for the types of retrofits proposed.

**Task 5 - Low Impact Development Program Assessments**

During Permit Year 4, several assessments of local requirements and/or regulations are required to understand where these requirements/regulations support or could be improved to support low impact design. Specifically, Woodard & Curran will review pertinent requirements and regulations related to the following areas to support Permit compliance:

- Impervious Cover Creation Assessment: Current street design and parking lot guidelines and other local requirements that affect the creation of impervious cover; and



- Green Infrastructure Implementation Assessment: Local regulations related, at a minimum, to the implementation of green infrastructure practices such as green roofs, infiltration practices (e.g. rain gardens, porous/pervious pavement, etc.), and water harvesting devices (e.g. rain barrels, use of stormwater for non-potable sources, etc.)

Where the results of these assessments indicate changes can be made to facilitate low impact design, Woodard & Curran will prepare reports summarizing the findings of each assessment, recommended procedures to facilitate the use of low impact development, and changes suggested to remove barriers to low impact development. To complete this task, Woodard & Curran will meet with the Town Planner and other staff (as appropriate) to determine the relevant regulations, policies, and procedures that relate to the implementation of this task.

#### **Task 6 - Stormwater Regulatory Review Support**

Based on ongoing discussions with Town staff and previously completed efforts, Woodard & Curran recognizes that additional work will be required to advance the development of stormwater regulations that are consistent with MS4 General Permit requirements. Woodard & Curran understands that the Town is currently reviewing its *Protective Zoning Bylaws* in 2021 and may be developing Zoning regulations in the latter half of 2021 into 2022 to complement the Zoning Bylaws.

In continuance of work performed during Permit Year 3, Woodard & Curran will attend up to two meeting with Conservation, Planning, Building, Public Works, and Planning's peer engineer to discuss the contents of Woodard & Curran's June 29, 2021 memorandum provided to these departments and determine an approach to incorporate the Permit requirements within the Town's regulatory framework. Findings and recommendations to support stormwater regulation development will be documented in a memorandum.

For our fee estimate, it is assumed that Woodard & Curran will not be needed to draft regulation modifications, present or manage the bylaw/regulations presentation, or attend hearings.

#### **Task 7 – Permit Year 4 Stormwater Management Plan Update**

Woodard & Curran will update the annual Stormwater Management Plan (SWMP) to meet the requirements in Part 1.10.2 of the Permit. The update will document changes to BMPs, the names and titles of people responsible for BMP implementation, the results of efforts to meet Permit Year 4 activities, and incorporation by reference of documents prepared to meet Permit Year 4 requirements. Woodard & Curran anticipates that the update will include changes to the text of the SWMP document and potential inclusion of work products as appendices, where appropriate. Additionally, the changes will be documented in the existing amendment log and summary of modifications in Appendix B of the SWMP.

Woodard & Curran will provide an electronic draft of the SWMP for the Town's review and comment. We would appreciate comments within the document itself in red-line strikeout or comment format. Woodard & Curran will address applicable comments and provide a final SWMP in electronic format suitable for posting on the Town's Department of Public Works stormwater related webpage.

#### **Task 8 - General MS4 Compliance Assistance**

Under this task, Woodard & Curran will provide MS4 General Permit compliance support, as requested by the Town. This task may be utilized to support the Town in completing the following activities and/or





other activities requested by the Town: educational messaging updates (content and/or format); meeting with and presentation of progress related to compliance with the MS4 General Permit requirements to meet MS4 General Permit required public notice obligations; updates to the Town's O&M SOPs; IDDE Program Manual updates related to reprioritization of catchments and/or outfalls; updating training materials; mapping support, and other MS4 program compliance support as needed.

**Task 9 – Permit Year 4 MS4 Annual Report Preparation**

Under this task, Woodard & Curran will complete the following:

- Attend one (1) meeting with Town personnel to document activities performed in the Permit Year.
- Facilitate a self-assessment review of compliance with permit conditions, which will include an assessment/evaluation of:
  - The appropriateness of the identified Best Management Practices (BMPs)
  - Progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable
  - The identified measurable goals for each of the Control Measures
- Obtain and/or summarize IDDE related screening and sampling results.
- Summarize stormwater activities planned to be undertaken during the next reporting cycle.
- Identify any change in identified BMPs or measurable goals and justification for those changes.

Woodard & Curran will finalize the annual report using the EPA's standard template, deliver the Annual Report to the Town for certification by the Town Manager and, pending certification, submit to the EPA and the MassDEP by September 28, 2022.

**COMPENSATION**

The proposed compensation for the above listed scope of services is summarized below:

<b>Task</b>	<b>Cost</b>
1 – IDDE Program Implementation for Catchment Investigations	
1a: Field Support, GIS Data Management, and Memorandum	\$ 11,000
1b: Field Activities (20 days @ \$2,200/day)*	\$ 44,000
2 – Phosphorus Control Plan Obligations	\$ 22,500
3 – BMP Inventory, Mapping and Inspections*	\$ 18,500
4 – BMP Retrofit Assessment	\$ 10,000
5 – Low Impact Development Program Assessments	\$ 12,500
6 – Stormwater Regulatory Review Support*	\$ 7,500
7 – Permit Year 4 Stormwater Management Plan Update	\$ 5,000
8 – General MS4 Compliance Assistance*	\$ 10,000
9 – Permit Year 4 MS4 Annual Report Preparation	\$ 5,000
<b>Total</b>	<b>\$146,000</b>

\*Tasks 1 ,3, 6, and 8 will be billed on a time and materials basis. All remaining tasks will be billed on a lump sum basis.

This fee will not be exceeded without prior written approval by the Town of Hudson. Monthly invoices will be submitted for the services completed during the previous billing period.



**SCHEDULE**

Woodard & Curran is prepared to begin this work starting within two weeks of written authorization to proceed. We anticipate the project will be completed by June 30, 2022, pending suitable weather conditions for completion of Task 1.

**TERMS AND CONDITONS**

The Scope of Work will be completed in accordance with Woodard & Curran's Standard Terms and Conditions attached hereto.

We greatly appreciate this opportunity to offer our consulting services. Please feel free to call me at 978-482-7904 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "Rob Little".

Robert S. Little, P.E.  
Vice President

A handwritten signature in black ink, appearing to read "Rich Niles".

Rich Niles  
Project Manager

JLB/

Enclosure(s): Woodard & Curran Standard Terms & Conditions

PN: 0230927.04



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**APPROVAL**

If the proposal and standard terms and conditions meet your expectations, please return a signed copy to my attention.

IN WITNESS THEREOF, Woodard & Curran Inc., by its duly authorized Officer, and the Town of Hudson, MA have executed this Agreement as of the date and year written below.

DATED at Hudson, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

WOODARD & CURRAN, INC.

TOWN OF HUDSON, MA

\_\_\_\_\_  
Robert S. Little, P.E.  
Vice President

\_\_\_\_\_  
Thomas Gregory  
Executive Assistant



# WOODARD & CURRAN TERMS & CONDITIONS

## STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated **October 20, 2021** ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Engineer"), with an address of 40 Shattuck Rd, Suite 110, Andover, MA 01810, and Town of Hudson, Massachusetts ("Client"), with an address of 1 Municipal Drive, Hudson, Massachusetts 01749, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer's undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.

- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

### 3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



# WOODARD & CURRAN

## TERMS & CONDITIONS

### 4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

### 5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by

Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

### 6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the



# WOODARD & CURRAN

## TERMS & CONDITIONS

specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

### 7. Limitation of Liability

7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

### 8. Insurance

8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

### 9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

### 10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

### 11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.



# WOODARD & CURRAN TERMS & CONDITIONS

## 12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

## 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

## 14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend



## WOODARD & CURRAN TERMS & CONDITIONS

to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

### 15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

### 16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or

liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional





## WOODARD & CURRAN TERMS & CONDITIONS

who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

### 17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

### 18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the Commonwealth of Massachusetts, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

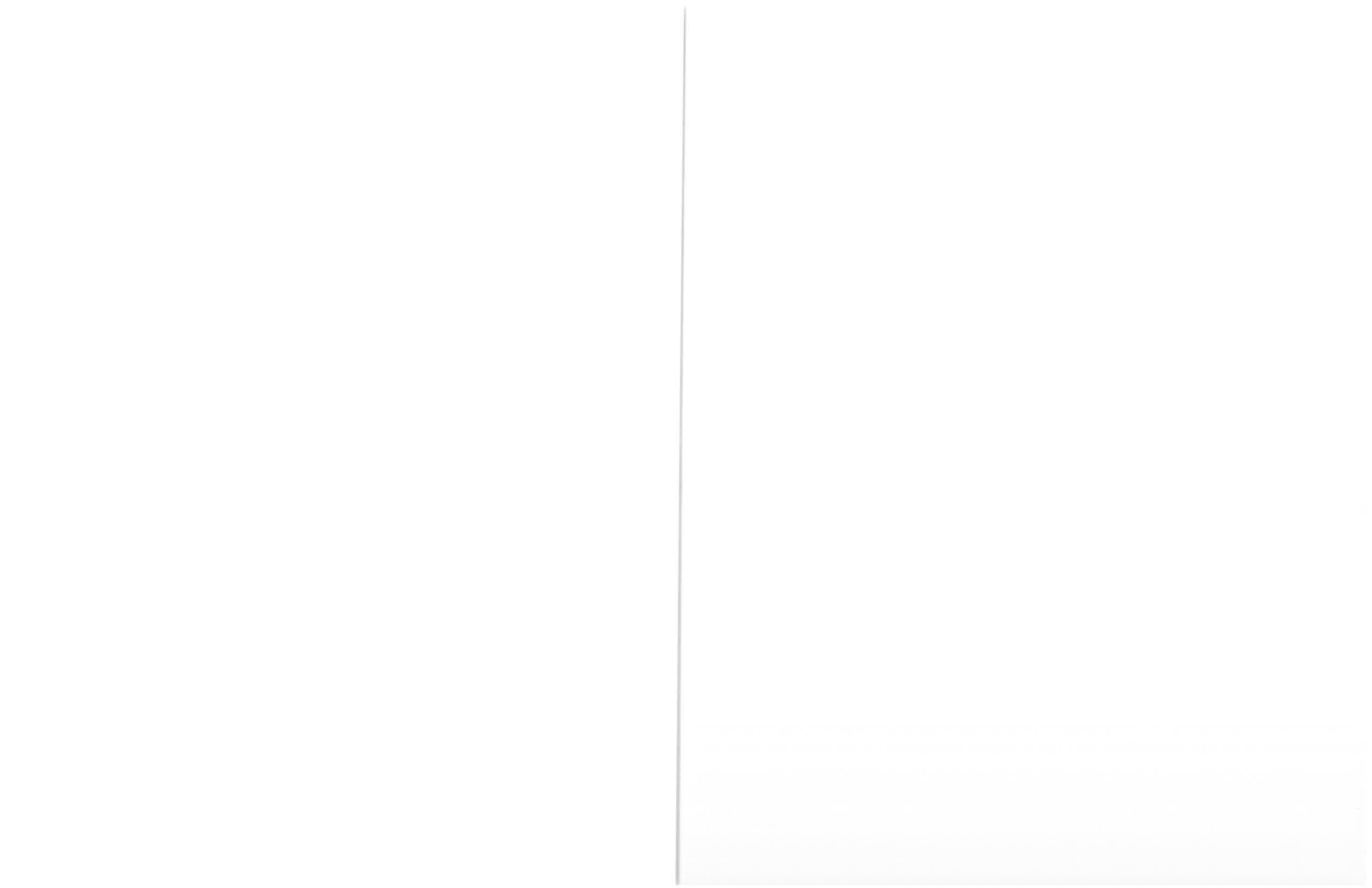
18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.



**CAPITAL PROJECT REQUEST**  
**BORROWING**  
**FY 23**

**DEPARTMENT: DPW**

**CONTACT: ERIC RYDER**

**PROJECT TITLE: WASTE WATER TREATMENT PLANT**

**PROJECT DESCRIPTION:**

\_\_\_\_\_ WASTE WATER TREATMENT PLANT/PUMP STATION  
REPLACEMENTS/ UPGRADES

\_\_\_\_\_ Various equipment replacement within the sewage pump stations or within the Treatment  
plant. \_\_\_\_\_

**PROJECT COST ESTIMATE: \$100,000**

**USEFUL LIFE: 20 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_

Mileage \_\_\_\_\_

Present Value \_\_\_\_\_

Condition \_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_ 9 \_\_\_\_\_**





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker  
Governor

Karyn E. Pollito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

May 3, 2021

Eric Ryder  
Director, Dept. of Public Works  
Town of Hudson  
1 Municipal Drive  
Hudson, MA 01749

Re: Solid Waste-Hudson  
Hudson DPW  
1 Municipal Drive

RE: ADMINISTRATIVE CONSENT ORDER WITH  
PENALTY AND NOTICE OF NONCOMPLIANCE  
With M.G.L. c. 111 §§ 150A and 150A½ and 310 CMR 19.000  
Enforcement Document #: 00010720

Dear Mr. Ryder:


Enclosed please find two copies of the Administrative Consent Order with Penalty (the "ACOP") drafted as a result of our February 22, 2021 conference call meeting regarding the stockpile of street sweepings at 1 Municipal Drive in Hudson. Please have the Hudson Board of Selectmen review, sign and include the Town's federal employer identification number on the signature page.

Please return both signed hard copies to my attention at MassDEP's Central Regional Office within fourteen (14) days of receipt of this Consent Order using the United States Postal Service [USPS]. To ensure delivery to the MassDEP office during the current COVID-19 State of Emergency, please do not use FedEx, UPS, or other alternative parcel delivery services. Also, once you have signed the ACOPs, please email a PDF of one of the signed ACOPs to me at [James.McQuade@mass.gov](mailto:James.McQuade@mass.gov).

Once MassDEP has signed both hard copies of the Consent Order, one executed copy of the Consent Order will then be sent to you electronically as an attachment to email, and a signed original hard copy will be mailed to you via the USPS as soon as possible.

Should you have any questions concerning the ACOP, you may contact me at (508) 767-2759.

Sincerely,

  
James A. McQuade  
Section Chief  
Solid Waste Management Program

Enclosure: ACOP Enforcement #: 00010720

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the matter of:  
Town of Hudson

Enforcement Document Number:  
00010720  
Issuing Bureau: BAW  
Issuing Region/Office: CERO  
Issuing Program: SW  
FMF #: 272644  
Primary Program Cited: SW

**ADMINISTRATIVE CONSENT ORDER WITH PENALTY  
AND  
NOTICE OF NONCOMPLIANCE**

**I. THE PARTIES**

1. The Massachusetts Department of Environmental Protection ("Department" or "MassDEP") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts 02108, and its Central Regional Office at 8 New Bond Street, Worcester, Massachusetts 01606.
2. The Town of Hudson ("Respondent") is a municipality with its principal offices located at 1 Municipal Drive, Hudson, Massachusetts 01749. According to the records maintained by the Town of Hudson Assessor's Office, Respondent owns the real property at 9-11 Municipal Drive, Hudson, Massachusetts (the "Site") pursuant to a deed recorded in the Middlesex South District Registry of Deeds in Book 5487 at Page 598. Respondent's mailing address for purposes of this Order is 1 Municipal Drive, Hudson, Massachusetts 01749.

**II. STATEMENT OF FACTS AND LAW**

3. MassDEP is responsible for the implementation and enforcement of M.G.L. c. 111, §§ 150A and 150A½, the Solid Waste Management Regulations at 310 CMR 19.000, and the Site Assignment Regulations for Solid Waste Facilities at 310 CMR 16.00. MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.
4. The following facts and allegations have led MassDEP to issue this Consent Order:
  - A. On January 23, 2019, Ed Giordano from End Point, LLC, an environmental consultant representing the Respondent, informed MassDEP via phone call that Respondent was

storing a pile of street sweepings at the Site that had accumulated over a period of approximately twenty years and was seeking regulatory guidance from MassDEP concerning the proper management of the historic street sweepings.

- B. On February 19, 2019, MassDEP personnel met with Respondent and its consultant to inspect the pile of historic street sweepings that was reported to MassDEP on January 23, 2019. During this meeting, MassDEP personnel observed the presence of a stockpile of street sweepings covering one discrete area at the Site.
- C. On August 21, 2020, End Point, LLC submitted a Beneficial Use Determination ("BUD") permit application (Application Number: 20-SW41-0005-APP) on behalf of Respondent. The BUD permit application proposed to reuse the street sweepings, estimated to amount to 17,000 cubic yards, to construct a berm at the Site that when completed would measure approximately 370 feet long by 60 feet wide.
- D. On March 2, 2021, Respondent stated in an email to MassDEP that it did not wish to seek a BUD permit for the reuse of the street sweepings as mentioned in Section II.4.C. above and requested that the BUD application be withdrawn from consideration.
- E. Respondent does not have a valid solid waste permit issued by MassDEP authorizing the long-term accumulation or storage of street sweepings at the Site.
- F. Respondent established, constructed, operated, or maintained a dumping ground or operated or maintained a landfill in Massachusetts in such a manner as to constitute an open dump, in violation of 310 CMR 19.014(1). Specifically, by stockpiling solid waste materials (the street sweepings observed by MassDEP on February 19, 2019) at the Site, Respondent established and maintained a dumping ground at the Site in such a manner as to constitute an open dump.

### III. DISPOSITION AND ORDER

For the reasons set forth above, MassDEP hereby issues, and Respondent hereby consents to, this Order:

- 5. The parties have agreed to enter into this Consent Order because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondent enters into this Consent Order without admitting or denying the facts or allegations set forth herein. However, Respondent agrees not to contest such facts and allegations for purposes of the issuance or enforcement of this Consent Order.
- 6. MassDEP's authority to issue this Consent Order is conferred by the Statutes and Regulations cited in Part II of this Consent Order.
- 7. Respondent shall perform the following actions:



- A. The Town shall manage new street sweepings that are generated from the cleaning of roadways and parking lots in accordance with the following options:
1. Use the street sweepings in accordance with the preapproved uses described in the Department's street sweeping policy – "Reuse and Disposal of Street Sweepings, Policy #BAW-18-001";
  2. Use the street sweepings for a beneficial use not included in the list of preapproved uses in MassDEP's street sweeping policy (#BAW-18-001) after obtaining a permit from the Department under the provisions of the solid waste regulations, 310 CMR 19.060, Beneficial Uses of Solid Wastes; or
  3. Dispose of street sweepings at a permitted solid waste landfill.
- B. Within four (4) years of the effective date of this Consent Order, Respondent shall remove all historic street sweepings from the Site and deliver them to a Massachusetts sanitary landfill that is permitted to accept the street sweeping materials for reuse or disposal; or if delivered out of the state of Massachusetts, to a sanitary landfill that is permitted by that state to receive the street sweepings.
- C. Until such time as all the historic street sweepings have been properly removed from the site, Respondent shall submit annual progress reports with supporting documentation detailing the clean-up effort to the Solid Waste Section Chief in MassDEP's Central Regional Office ("CERO"). The annual reports, due by February 15<sup>th</sup> each year, shall identify the types of material removed from the Site and shall indicate the disposition of the material identifying the name and location of the receiving facility along with copies of weight slips from the receiving facility as well as any analytical test results of the street sweepings required by the receiving facility.
- D. On or before June 1, 2025, Respondent shall submit to MassDEP a final report and survey, prepared and stamped by a Registered Professional Engineer, that documents the removal of all of the historic street sweepings from the Site.

8. Except as otherwise provided, all notices, submittals and other communications required by this Consent Order shall be directed to:

James A. McQuade  
CERO Solid Waste Section Chief  
MassDEP  
8 New Bond Street  
Worcester, MA 01606

Such notices, submittals and other communications shall be considered delivered by Respondent upon receipt by MassDEP.

9. Actions required by this Consent Order shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Consent Order shall not be construed as, nor operate as, relieving Respondent or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.

10. For purposes of M.G.L. c. 21A, § 16 and 310 CMR 5.00, this Consent Order shall also serve as a Notice of Noncompliance for Respondent's noncompliance with the requirements cited in Part II above. MassDEP hereby determines, and Respondent hereby agrees, that any deadlines set forth in this Consent Order constitute reasonable periods of time for Respondent to take the actions described.

11. Force Majeure - General

- A. MassDEP agrees to extend the time for performance of any requirement of this Consent Order if MassDEP determines that such failure to perform is caused by a Force Majeure event. The failure to perform a requirement of this Consent Order shall be considered to have been caused by a Force Majeure event if the following criteria are met: (1) an event delays performance of a requirement of this Consent Order beyond the deadline established herein; (2) such event is beyond the control and without the fault of Respondent and Respondent's employees, agents, consultants, and contractors; and (3) such delay could not have been prevented, avoided or minimized by the exercise of due care by Respondent or Respondent's employees, agents, consultants, and contractors.
- B. Financial inability and unanticipated or increased costs and expenses associated with the performance of any requirement of this Consent Order shall not be considered a Force Majeure Event.
- C. If any event occurs that delays or may delay the performance of any requirement of this Consent Order, Respondent shall immediately, but in no event later than 5 days after obtaining knowledge of such event, notify MassDEP in writing of such event. The notice shall describe in detail: (i) the reason for and the anticipated length of the delay or potential delay; (ii) the measures taken and to be taken to prevent, avoid, or minimize the delay or potential delay; and (iii) the timetable for taking such measures. If Respondent intends to attribute such delay or potential delay to a Force Majeure event, such notice shall also include the rationale for attributing such delay or potential delay to a Force Majeure event and shall include all available documentation supporting a claim of Force Majeure for the event. Failure to comply with the notice requirements set forth herein shall constitute a waiver of Respondent's right to request an extension based on the event.
- D. If MassDEP determines that Respondent's failure to perform a requirement of this Consent Order is caused by a Force Majeure event, and Respondent otherwise complies with the notice provisions set forth in paragraph C above, MassDEP agrees to extend in writing the time for performance of such requirement. The duration of this extension shall be equal to the period of time the failure to perform is caused by the Force Majeure event. No extension shall be provided for any period of time that Respondent's failure to perform could have

been prevented, avoided or minimized by the exercise of due care. No penalties shall become due for Respondent's failure to perform a requirement of this Consent Order during the extension of the time for performance resulting from a Force Majeure event.

E. A delay in the performance of a requirement of this Consent Order caused by a Force Majeure event shall not, of itself, extend the time for performance of any other requirement of this Consent Order.

12. Respondent shall pay to the Commonwealth the sum of six thousand thirty five dollars (\$6,035.00) as a civil administrative penalty for the violations identified in Part II above. MassDEP hereby agrees to suspend payment of the sum of the entire penalty amount; provided, however, that if Respondent violates any provision of this Consent Order, or further violates any of the regulations cited in Part II above within one year of the effective date of this Consent Order, Respondent shall pay to the Commonwealth the full amount of six thousand thirty five dollars (\$6,035.00) within thirty (30) days of the date MassDEP issues Respondent a written demand for payment. This paragraph shall not be construed or operate to bar, diminish, adjudicate, or in any way affect, any legal or equitable right of MassDEP to assess Respondent additional civil administrative penalties, or to seek any other relief, with respect to any future violation of any provision of this Consent Order or any law or regulation.

13. Respondent understands, and hereby waives, its right to an adjudicatory hearing before MassDEP on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review. This waiver does not extend to any other order issued by the MassDEP.

14. This Consent Order may be modified only by written agreement of the parties hereto.

15. The provisions of this Consent Order are severable, and if any provision of this Consent Order or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Consent Order, or the application of such other provisions, which can be given effect without the invalid provision or application, provided however, that MassDEP shall have the discretion to void this Consent Order in the event of any such invalidity.

16. Nothing in this Consent Order shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of MassDEP to issue any additional order or to seek any other relief with respect to the subject matter covered by this Consent Order, or (ii) any legal or equitable right of MassDEP to pursue any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the subject matter covered by this Consent Order, including, without limitation, any action to enforce this Consent Order in an administrative or judicial proceeding.

17. This Consent Order shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of MassDEP or Respondent with respect to any subject matter not covered by this Consent Order.

18. This Consent Order shall be binding upon Respondent and upon Respondent's successors and assigns. Respondent shall not violate this Consent Order and shall not allow or suffer Respondent's employees, agents, contractors or consultants to violate this Consent Order. Until Respondent has fully complied with this Consent Order, Respondent shall provide a copy of this Consent Order to each successor or assignee at such time that any succession or assignment occurs.

19. In addition to the penalty set forth in this Consent Order, if any (including any suspended penalty), if Respondent violates any provision of the Consent Order, Respondent shall pay stipulated civil administrative penalties to the Commonwealth in the amount of \$1,000 per day for each day, or portion thereof, each such violation continues.

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondent corrects the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether MassDEP has notified Respondent of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Consent Order shall be paid within thirty (30) days of the date MassDEP issues Respondent a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this Consent Order. The payment of stipulated civil administrative penalties shall not alter in any way Respondent's obligation to complete performance as required by this Consent Order. MassDEP reserves its right to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondent's failure to comply with the requirements of this Consent Order. In the event MassDEP collects alternative civil administrative penalties, Respondent shall not be required to pay stipulated civil administrative penalties pursuant to this Consent Order for the same violations.

Respondent reserves whatever rights it may have to contest MassDEP's determination that Respondent failed to comply with the Consent Order and/or to contest the accuracy of MassDEP's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondent agrees to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Consent Order.

20. The Respondent shall pay all civil administrative penalties due under this Consent Order, including suspended; or stipulated penalties and/or any associated fees. **The Respondent has four options for payment;**

- Option 1:** certified check;
- Option 2:** cashier's check;
- Option 3:** on-line payment using a credit card;
- Option 4:** electronic transfer.

**Option 1 and 2:**

Certified or cashier's checks must be made payable to the Commonwealth of Massachusetts and received **within 30 days of the effective date of this Consent Order.**

If payment is made by certified check or cashier's check, the Respondent shall clearly print on the face of its payment Respondent's full name, the enforcement document number appearing on the first page of this Consent Order, and Respondent's Federal Employer Identification Number, and shall mail it to:

Commonwealth of Massachusetts  
Department of Environmental Protection  
Commonwealth Master Lockbox  
P.O. Box 3982  
Boston, Massachusetts 02241-3982

**(IMPORTANT NOTE: DO NOT INCLUDE THE SIGNED ACOP WITH PAYMENT BY CHECK)**

**Option 3:**

**On-line Payment Using Credit Card**

Your prospective BILL will contain information necessary to pay on-line by credit card.

When you receive your BILL:

LOG ONTO THE MassDEP e-PAYMENT WEB SITE AT:

<HTTPS://WWW.MASSPAYS.COM/dep>

On-line payment using credit card is due **within 30 days of the effective date of this Consent Order.**

**(If a BILL (invoice) is not received within 10 days of the effective date of the consent order, you should contact The Revenue Department at 617-292-5668 to obtain a copy of your BILL (invoice))**

**Option 4:**

**Electronic Funds Transfer**

Respondent must complete the enclosed form "Electronic Funds Transfer Request" found on the last page of this document and, **within 10 days of the effective date of this Consent Order**, submit payment request to Director, BAS Division of Fiscal Management via Facsimile at the MassDEP Revenue Number: 617-556-1049 or via mail to:

Department of Environmental Protection  
Attn: Revenue Unit  
1 Winter Street, 4th Floor  
Boston, MA 02108

In the event Respondent fails to pay in full any civil administrative penalty as required by this Consent Order, then pursuant to M.G.L. c. 21A, § 16, Respondent shall be liable to the Commonwealth for up to three (3) times the amount of the civil administrative penalty, together with costs, plus interest on the balance due from the time such penalty became due and attorneys' fees, including all costs and attorneys' fees incurred in the collection thereof. The rate of interest shall be the rate set forth in M.G.L. c. 231, § 6C.

21. Failure on the part of MassDEP to complain of any action or inaction on the part of Respondent shall not constitute a waiver by MassDEP of any of its rights under this Consent Order. Further, no waiver by MassDEP of any provision of this Consent Order shall be construed as a waiver of any other provision of this Consent Order.
22. Respondent agrees to provide MassDEP, and MassDEP's employees, representatives and contractors, access at all reasonable times to the Site for purposes of conducting any activity related to its oversight of this Consent Order. Notwithstanding any provision of this Consent Order, MassDEP retains all of its access authorities and rights under applicable state and federal law.
23. The undersigned certify that they are fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.
24. This Consent Order shall become effective on the date that it is executed by MassDEP.

[NO FURTHER TEXT APPEARS ON THIS PAGE]

**SPECIAL INSTRUCTIONS:**

Your two signed copies of the Administrative Consent Orders with Penalty (ACOP) must be delivered, for execution (signature) by MassDEP, to the following address:

[Name, Title]  
MassDEP  
[Street address]  
[Town], Massachusetts [Zip Code]

MassDEP will return **one signed copy** of the ACOP to you after MassDEP has signed, provided you have followed the above instructions.

Payment will be due, pursuant to the instructions outlined within the ACOP after you receive your fully executed copy.

**PLEASE DO NOT INCLUDE YOUR PAYMENT WITH THE SIGNED ACOPs SIGNED ACOPS ARE TO BE SENT TO THE ABOVE ADDRESS.**

Please call James A. McQuade at 508-767-2759 if you have questions regarding payment and/or instructions.

**Consented To:**  
**TOWN OF HUDSON**

By: \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
Federal Employer Identification No.: \_\_\_\_\_

Date: \_\_\_\_\_

**Issued By:**  
**MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
Mary Jude Pigsley  
Regional Director  
8 New Bond Street  
Worcester, MA 01606

Date: \_\_\_\_\_



## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

May 12, 2016

Town of Hudson, MA  
1 Municipal Drive  
Hudson, MA  
Attn: Mr. Eric Ryder

Dear Mr. Ryder,

W. L. French Excavating Corporation (W. L. French/WLF) appreciates the opportunity to submit the following pricing proposal for the transportation and/or disposal of street sweepings for the Town of Hudson, MA based upon your request.

### Proposed Pricing from W. L. French Excavating Corporation

Item	Description	Unit Price
1.	OPTION 1: Transportation and Disposal of Street Sweepings located in Hudson, MA loaded by others in 15 minutes or less  <i>*Please note an additional \$350.00 disposal package review fee applies per disposal package review</i>	\$28.50 Per Ton
2.	OPTION 2: Disposal of Street Sweepings only, located in Hudson, MA  <i>*Please note an additional \$350.00 disposal package review fee applies per disposal package review</i>	\$21.00 Per Ton

### Assumptions, Terms, Conditions, and Limitations

Proposed services are subject to the following:

- Prior to commencement of trucking, this proposal and / or executed purchase order must be issued to W. L. French Excavating Corporation [WLF].
- This pricing will be held for 30 days.
- All pricing above assumes a 30 ton minimum on all dump trailer loads leaving the site.
- WLF reserves the right to bill for demurrage time if wait time at the loading site exceeds 15 minutes per tractor trailer at the rate of \$110.00/hour.
- The above pricing assumes non-union trucking only.
- WLF reserves the right to modify the proposed pricing based upon additional information provided after the submittal of this proposal.
- If said project has no specified truck route, pricing will be modified if restricted truck route is enforced.
- The quote is contingent upon working during regular business hours, Monday thru Friday, 7:00AM to 4:00PM. Work done outside of these hours, night work or holiday work shall be subject to re-negotiation.
- If this project is tax exempt Client must provide the tax exemption certificate prior to the commencement of work.
- Client is responsible for obtaining the Owner's/Generator's signature on any disposal documents required to secure transportation and disposal services.





**W. L. FRENCH EXCAVATING CORPORATION**

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

- WLF reserves the right to cancel or restrict the number of trucks ordered due to severe weather conditions or safety concerns. The Client agrees to hold harmless WLF for any loss of production or delays related thereto.
- Payment in full due Net 30 days from date of invoice.
- Retainage will not be withheld on this project.
- Soil transportation and disposal will be invoiced at the specified unit costs based upon certified weight tickets from the landfill.
- Client must supply Name, Address, and phone number of Project and / or Property Owner prior to the commencement of work.
- Project closeout paperwork including BOL and MSR signoff pages will not be returned to client until payment in full is received. The final payment will be exchanges for final close out documentation.
- These terms and conditions supersede all other terms and conditions unless agreed upon by both parties.
- This agreement is to be construed under the governing Law of the Commonwealth of Massachusetts.

Respectfully Submitted By,

Lisa Kelley | Principal  
W. L. French Excavating Corporation  
Ph. 978.600.2130 E. lkelley@wlfrench.com

**Proposal Acceptance/Subcontract Agreement**

**Project:** Town of Hudson, MA Transportation and/or disposal of street sweepings

Acknowledgement by Authorized Officer of Town of Hudson, MA

_____	_____	_____
Print Name	Signature	Date

_____	_____
Title	Purchase Order #

**Long Range - Capital Project Summary Form**

*Five Year Plan Starting Fiscal Year 2023*

(To be submitted annually with Budget)

**DEPARTMENT: Fire** \_\_\_\_\_

**Date: 11/4/2021** \_\_\_\_\_

<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1 SCBA Replacement	\$450,000					
2 New Pumper	\$750,000					
3 Station 1 Interior Renovations/Upgrades		\$1,500,000				
4 HQ HVAC Units		\$275,000				
5 HQ Apparatus Bay Door Replacement		\$100,000				
6 Station 2 Doors and Windows		\$75,000				
7 HQ Roof		\$100,000				
8 Utility Truck C-4		\$80,000				
9 Command Vehicle			\$80,000			
10 NFPA Certified Turn Out Gear			\$150,000			
11 Station 2 Renovation interior/exterior			\$500,000			
12 Fire Headquarters Resurfacing			\$75,000			
13 New Tower				\$1,500,000		
14 New Pumper					\$800,000	
15 Station 2 Renovation interior/exterior						
16						
<b>Total Annual Capital Costs:</b>	<b>\$1,200,000</b>	<b>\$2,130,000</b>	<b>\$805,000</b>	<b>\$1,500,000</b>	<b>\$800,000</b>	<b>\$6,435,000</b>

**CAPITAL PROJECT REQUEST**

**FY 23**

**DEPARTMENT: FIRE**

**CONTACT: FIRE CHIEF BRYAN R. JOHANNES**

**PROJECT TITLE: SCBA REPLACEMENT**

**PROJECT DESCRIPTION:**

**THIS PROJECT INVOLVES THE REPLACEMENT OF THE CURRENT SELF-CONTAINED BREATHING APPARATUS**

**PROJECT COST ESTIMATE: \$ 450,000**

**USEFUL LIFE: 15 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 18 YEARS

Mileage

Present Value

Condition OUT OF DATE

**DEPARTMENTAL PROJECT PRIORITY RANKING: #1**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**CAPITAL PROJECT REQUEST**

**FY 23**

**DEPARTMENT: FIRE**

**CONTACT: FIRE CHIEF BRYAN R. JOHANNES**

**PROJECT TITLE: NEW PUMPER E-1**

**PROJECT DESCRIPTION: THIS PURCHASE IS FOR THE REPLACEMENT OF A 2006 PUMPER. THE PURCHASE OF A REPLACEMENT ENGINE SHALL PROVIDE MANY YEARS OF SERVICE TO THE TOWN.**

**PROJECT COST ESTIMATE: \$ 750,000**

**USEFUL LIFE: 20 YEARS**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 2006

Mileage 84,953

Present Value

Condition Fair

---

**DEPARTMENTAL PROJECT PRIORITY RANKING: #2**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT: PLANNING AND COMMUNITY DEVELOPMENT**

**CONTACT: KRISTINA JOHNSON, PLANNING DIRECTOR; PAM HELINEK, ASSISTANT PLANNING  
DIRECTOR**

**PROJECT TITLE: COMPREHENSIVE UPDATE TO THE OPEN SPACE AND RECREATION PLAN**

**PROJECT DESCRIPTION:**

The Open Space and Recreation Plan is a document that guides planning, documents ADA accessibility, and prioritizes investments for all open space and recreational assets in the Town of Hudson. In 2015-2016, the Town completed the last comprehensive update to this plan. This document is required by the Executive Office of Energy and Environmental Affairs, and is required to be updated every seven (7) years. Without an up-to-date plan, the Town would become ineligible for various Commonwealth grant programs.

For this update, the Planning and Community Development Department would like to engage a consultant team to help the Town with this effort. The Department envisions a steering committee comprised of the Recreation Department, Conservation Commission, and other community stakeholders such as Green Hudson to help guide the planning process.

**PROJECT COST ESTIMATE: \$100,000**

**USEFUL LIFE:**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_  
Mileage \_\_\_\_\_  
Present Value \_\_\_\_\_  
Condition \_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_ 1 \_\_\_\_\_**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**Long Range - Capital Project Summary Form**  
*Five Year Plan Starting Fiscal Year 2023*

**DEPARTMENT: \_IT\_**

**Date:** \_\_\_\_\_

<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1 Barracuda 790 backup	\$50,139					\$50,139
2 Town All - Switch quote	\$173,295					\$173,295
3 Various Laptops, Computers, replacement		\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
4 Town Storage & Server Replacement			\$129,967			\$129,967
5 Fire Storage & Server Replacement				\$129,967		\$129,967
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
<b>Total Annual Capital Costs:</b>	\$ 223,434	\$ 15,000	\$ 144,967	\$ 144,967	\$ 15,000	\$ 543,368



**CAPITAL PROJECT REQUEST**

FY 2022-2023

**DEPARTMENT:** INFORMATION TECHNOLOGY

**CONTACT:** ERON DILO

**Project title:** Town's ARUBA Redundant Switching

**PROJECT DESCRIPTION:**

This project will provide switch redundancy that is needed to minimize the down time of critical network services and applications for Police, Fire and all other Town's departments.

**PROJECT COST ESTIMATE:** \$173,295.88

**USEFUL LIFE:** 5-10 Years

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age N/A

Mileage N/A

Present Value N/A

Condition N/A

**DEPARTMENTAL PROJECT PRIORITY RANKING:** 1

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**





44 Norfolk Ave.  
South Easton, MA 02375  
www.hubtech.com  
(508) 238-9887

We have prepared a quote for you



**ARUBA Redundant Switching**

Quote # 003004  
Version 1  
Opportunity: 2954

Prepared for:

**Town of Hudson**

Eron Dilo  
edilo@townofhudson.org

Prepared by:

**Hub Technical Services LLC**

Lori Slabine  
lori@hubtech.com



44 Norfolk Avenue  
 South Easton, MA 02375  
 www.hubtech.com  
 508-238-9887



Town Hall Core

Description	Price	Qty	Ext. Price
J9822A Aruba 5412R zl2 Switch	\$2,881.80	1	\$2,881.80
J9538A HPE 8-port 10GbE SFP+ v2 zl Module	\$3,007.11	2	\$6,014.22
J9534A HPE 24-port Gig-T PoE+ v2 zl Module	\$2,255.18	1	\$2,255.18
J9990A Aruba 20p PoE+ / 4p SFP+ v3 zl2 Mod	\$2,505.82	4	\$10,023.28
J9829A Aruba 5400R 1100W PoE+ zl2 PSU	\$770.10	4	\$3,080.40
H7J34A5 HPE 5Y Foundation Care 24x7 Service	\$0.00	1	\$0.00
H7J34A5 HXPE6 Aruba 5412R zl2 Switch Supp	\$8,151.07	1	\$8,151.07
J9151A HPE X132 10G SFP+ LC LR Transceiver	\$1,748.24	4	\$6,992.96

Subtotal: \$39,398.91

Fire Department

Description	Price	Qty	Ext. Price
J9822A Aruba 5412R zl2 Switch	\$2,881.80	1	\$2,881.80
J9538A HPE 8-port 10GbE SFP+ v2 zl Module	\$3,007.11	2	\$6,014.22
J9534A HPE 24-port Gig-T PoE+ v2 zl Module	\$2,255.18	4	\$9,020.72
J9990A Aruba 20p PoE+ / 4p SFP+ v3 zl2 Mod	\$2,505.82	1	\$2,505.82
J9829A Aruba 5400R 1100W PoE+ zl2 PSU	\$770.10	2	\$1,540.20
H7J34A5 HPE 5Y Foundation Care 24x7 Service	\$0.00	1	\$0.00
H7J34A5 HXPE6 Aruba 5412R zl2 Switch Supp	\$8,151.07	1	\$8,151.07
J9151A HPE X132 10G SFP+ LC LR Transceiver	\$1,748.24	4	\$6,992.96

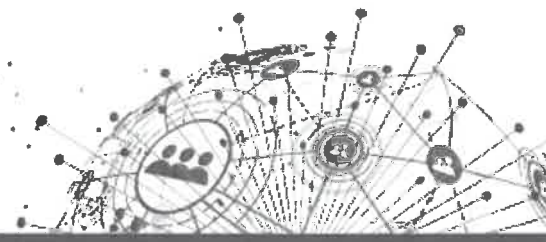
Subtotal: \$37,106.79

DPW


Description	Price	Qty	Ext. Price
J9822A Aruba 5412R zl2 Switch	\$2,881.80	1	\$2,881.80
J9538A HPE 8-port 10GbE SFP+ v2 zl Module	\$3,007.11	2	\$6,014.22
J9534A HPE 24-port Gig-T PoE+ v2 zl Module	\$2,255.18	4	\$9,020.72



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DPW

Description	Price	Qty	Ext. Price
J9990A Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod	\$2,505.82	1	\$2,505.82
J9829A Aruba 5400R 1100W PoE+ z12 PSU	\$770.10	4	\$3,080.40
H7J34A5 HPE 5Y Foundation Care 24x7 Service	\$0.00	1	\$0.00
H7J34A5 HXPE6 Aruba 5412R z12 Switch Supp	\$8,151.07	1	\$8,151.07
J9151A HPE X132 10G SFP+ LC LR Transceiver	\$1,748.24	4	\$6,992.96
JL256A HPE Aruba 2930F 48G PoE+ 4SFP+ Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop 	\$3,466.02	1	\$3,466.02

Subtotal: \$42,113.01

Police Department

Description	Price	Qty	Ext. Price
J9822A Aruba 5412R z12 Switch	\$2,881.80	1	\$2,881.80
J9538A HPE 8-port 10GbE SFP+ v2 z1 Module	\$3,007.11	2	\$6,014.22
J9534A HPE 24-port Gig-T PoE+ v2 z1 Module	\$2,255.18	1	\$2,255.18
J9990A Aruba 20p PoE+ / 4p SFP+ v3 z12 Mod	\$2,505.82	4	\$10,023.28
J9829A Aruba 5400R 1100W PoE+ z12 PSU	\$770.10	4	\$3,080.40
H7J34A5 HPE 5Y Foundation Care 24x7 Service	\$0.00	1	\$0.00
H7J34A5 HXPE6 Aruba 5412R z12 Switch Supp	\$8,151.07	1	\$8,151.07
J9151A HPE X132 10G SFP+ LC LR Transceiver	\$1,748.24	4	\$6,992.96

Subtotal: \$39,398.91

Remote Sites

Description	Price	Qty	Ext. Price
J9151A HP ProCurve Gigabit Ethernet SFP+ Transceiver - 1 x 10GBase-LR 	\$1,759.49	4	\$7,037.96



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508-238-9887



Remote Sites

Description	Price	Qty	Ext. Price
4K8927 ARUBA 2930F 48G POE+ 4SF	\$4,120.15	2	\$8,240.30
Subtotal:			\$15,278.26



44 Norfolk Avenue  
 South Easton, MA 02375  
 www.hubtech.com  
 508-238-9887



## ARUBA Redundant Switching

### Quote Information:

Quote #: 003004  
 Version: 1  
 Delivery Date: 10/05/2021  
 Expiration Date: 12/23/2020

### Prepared for:

Town of Hudson  
 78 Main Street  
 Hudson, MA 01749  
 Eron Dilo  
 (774) 239-6512  
 edilo@townofhudson.org

### Prepared by:

Hub Technical Services LLC  
 Lori Slabine  
 (508) 238-9887 x 4202  
 lori@hubtech.com

## Quote Summary

Description	Amount
Town Hall Core	\$39,398.91
Fire Department	\$37,106.79
DPW	\$42,113.01
Police Department	\$39,398.91
Remote Sites	\$15,278.26
<b>Total: \$173,295.88</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Hub Technical Services LLC

### Town of Hudson

Signature: \_\_\_\_\_  
 Name: Lori Slabine  
 Title: Sales Account Manager  
 Date: 10/05/2021

Signature: \_\_\_\_\_  
 Name: Eron Dilo  
 Date: \_\_\_\_\_



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Terms & Conditions

### Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

### Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.



**CAPITAL PROJECT REQUEST**

FY 2022-2023

**DEPARTMENT:** INFORMATION TECHNOLOGY

**CONTACT:** ERON DILO

**Project title:** Barracuda 790 Server - Data Backup Solution

**PROJECT DESCRIPTION:**

This project will backup entire Town's departments data and application into physical backup unit on site with data replication on cloud for disaster recovery.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT COST ESTIMATE:** \$50,138.64

**USEFUL LIFE:** 3 Years

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 5 Years

Mileage N/A

Present Value N/A

Condition N/A

\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING:** 2

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**







44 Norfolk Ave.  
South Easton, MA 02375  
www.hubtech.com  
(508) 238-9887

We have prepared a quote for you



**Barracuda Backup Server Appliance 790 w/ 3 year support**

Quote # 005667  
Version 1  
Opportunity: 5527

Prepared for:

**Town of Hudson**

Eron Dilo  
edilo@townofhudson.org

Prepared by:

**Hub Technical Services LLC**

Lori Slabine  
lori@hubtech.com



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Barracuda Backup Server Appliance 790

### Whats Included In Your Purchase

Barracuda Backup Server Appliance 790

Barracuda Backup Server Appliance 790 Unlimited Cloud Storage Subscription

Barracuda Backup Server Appliance 790 Energize Updates Subscription

Barracuda Backup Server Appliance 790 Instant Replacement Subscription

### Hardware

Description	Price	Qty	Ext. Price
BBS790a	\$50,138.64	1	\$50,138.64

Subtotal: \$50,138.64



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 South Easton, MA 02375  
 www.hubtech.com  
 508-238-9887



## Barracuda Backup Server Appliance 790 w/ 3 year support

**Quote Information:**

Quote #: 005667  
 Version: 1  
 Delivery Date: 10/26/2021  
 Expiration Date: 11/22/2021

**Prepared for:**

Town of Hudson  
 78 Main Street  
 Hudson, MA 01749  
 Eron Dilo  
 (774) 239-6512  
 edilo@townofhudson.org

**Prepared by:**

Hub Technical Services LLC  
 Lori Slabine  
 (508) 238-9887 x 4202  
 lori@hubtech.com

### Quote Summary

Description	Amount
Hardware	\$50,138.64
<b>Total: \$50,138.64</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Hub Technical Services LLC

Town of Hudson

Signature: \_\_\_\_\_  
 Name: Lori Slabine  
 Title: Sales Account Manager  
 Date: 10/26/2021

Signature: \_\_\_\_\_  
 Name: Eron Dilo  
 Date: \_\_\_\_\_



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## Terms & Conditions

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### Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

### Terms, Conditions, and Procedures

#### Change of Scope Procedures

Should the Client require additional services as a result or adjunct to this project, it will be considered a Change of Scope and will result in additional hours and charges. A Change of Scope agreement form must be signed in order for any additional work to be performed. Upon receipt of a purchase order for the Change of Scope, HUB Technical Services will begin work. The service rate is based on installation during the hours of 8:30 AM-5:30 PM; Monday through Friday.

#### General Terms

This proposal is for a fixed price project. Any deviation from the Scope of Work defined in this proposal will result in a change order which may change the price of the project. HUB technical Services, LLC will monitor the progress of the project and notify the Client of any deviations for discussion and approval before implementation. Client will be invoiced as per Project Milestones.

#### Payment Terms

Payment is due within thirty (30) days of original invoice date. Tangible products are invoiced on the initial shipment date; services are invoiced as they are performed or at the milestones defined above or in the project plan if applicable. All invoices will include the description of the item and the work being billed. Complete payment in full is due for each invoice within thirty (30) days of invoice date. Payments that are past due will result in a finance charge of one percent {1%} per month on an unpaid balance (twelve percent {12%} per year) or the maximum allowed by law. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not Included. Fixed priced projects are invoiced in full and are not eligible for labor rebate.

#### Terms of Sales for Professional Services

Client will designate primary contact(s) for scheduling installations. Normal service delivery hours are 8:30AM-5:30PM; Monday through Friday. After hours and weekend service will be billed at a higher rate. Travel charges will apply beyond 50 mile radius of Hub Tech's main office. Rates are subject to change with a fifteen-day written notice. Support contracts, support services and related replacement parts may be subject to sales, use or other applicable local taxes and is based on the location to which the parts or services are delivered. Unless otherwise noted, HUB Technical Services, LLC prices does not include taxes. The Client acknowledges it has the responsibility to pay all taxes if applicable.

Warranty: 30 days from date of final signoff by client.

Non-Solicit: Should the Client hire any HUB Technical Services employee during the period of this contract or within 12 months of the expiration of the contract, then the Client shall pay HUB Technical Services an amount equivalent to 26 weeks of the employee's salary to recompense HUB Technical Services for its loss.

Delays which occur due to software application related issues will constitute a "Change of Scope" and will be subject to additional labor hours.

#### Terms of Sales for Tangible Products



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South Easton, MA 02375  
www.hubtech.com  
508-238-9887



Client is responsible for the receipt and safeguarding of all equipment delivered. Client is responsible for judging suitability and appropriateness for any particular purpose. Products, pricing and availability are subject to change without notice. Client understands that HUB Technical Services, LLC is not the manufacturer of the products specified in this proposal and the only warranties offered are those of the manufacturer. All products are sold with the manufacturer's warranty and are covered by their terms. All warranty claims must be submitted directly to the manufacturer. HUB Technical Services, LLC reserves the right to bill and Client agrees to pay for all time spent troubleshooting or repairing equipment under warranty. HUB Technical Services, LLC does not assure compatibility with any existing equipment. HUB Technical Services, LLC shall not be held responsible for any lost time due to DOA, defective or malfunctioning equipment provided by HUB Technical Services, LLC or by others. Product prices do not include set up, installation, configuration or training, unless specifically noted. A quote for these services will be provided upon request. Product totals exclude sales tax and shipping charges which be billed separately. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not included unless otherwise stated.

#### **Warranty and Disclaimer**

**Warranty:** HUB Technical Services, LLC warrants that the services or equipment provided comply with the statements made within this SOW and for a period of thirty (30) days from the date of signoff.

**Limitation of Liability:** Notwithstanding any provision contained herein to the contrary, except in case of bodily injury or death where, and then only to the extent that applicable law requires such liability, the maximum liability of HUB Technical Services, LLC to the client, or to any party whatsoever arising out of or in connection with any sale, use, or other application of any product or service delivered to the client hereunder, whether such liability arises from a claim based upon contract, warranty, tort, or otherwise, shall not under any circumstance exceed the actual amount paid by the client for the product or service giving rise to such liability.

**Disclaimer of Liability:** Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, HUB Technical Services, LLC shall not be liable for any of the client's loss of profits (even if they arise as a direct or immediate consequence of the event that generated the damages). Loss of business, loss of use or loss of data, interruption of business, nor for indirect, special, incidental or consequential damages of any kind whether under this agreement or otherwise, even if HUB Technical Services, LLC has been advised of the possibility of such loss and notwithstanding any failure of essential purpose of any limited remedy, in no case will HUB Technical Services, LLC be liable for any representation or warranty made by client, or any agent of the client.

**Service provider indemnity:** Client agrees to defend, indemnify and hold harmless HUB Technical Services, LLC from and against any and all damages, liabilities, costs, expenses (including reasonable attorney's fees, expert fees and other legal expenses) in connection with any suit, claim or action by any third party against the client or HUB Technical Services, LLC as a result of the actual or alleged negligence, misrepresentation, error or omission on the part of the client or its representatives relating to or concerning the products or support services provided by HUB Technical Services, LLC.

#### **Returns**

HUB Technical Services, LLC Return Policy is as follows: No returns without an RMA#.

You may return most tangible products only if we are able to return them to our supplier within ten (10) days of your product's shipping date; please refer to the specific details below. All returns require a HUB Technical Return Merchandise Authorization Number (RMA#). We are not responsible for receiving, tracking or crediting any item returned to us without a clearly identifiable RMA# on the packing slip. Many non-discontinued, unopened products may be returned within 10 days of the product's shipping date. Manufacturer return policies vary greatly based on the specific product type. Items must be in original packaging, sealed in as-new condition with the packing slip. Opened computer systems, software, laser printers, inkjet printers and networking equipment are not returnable. Defective merchandise can be returned for repair only to HUB Technical Services, directly to the manufacturer or any authorized service center in your area. In order to return an item, please call 508-238-9887 and contact to our Service Department to obtain a Return Merchandise Authorization Number (RMA#) prior to shipping your product. No returns of any type will be accepted without an RMA#. For faster service, please have the following information available when calling requesting an RMA#: Client name, invoice number or Purchase Order number, serial number and nature of the problem.

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**Long Range - Capital Project Summary Form**

*Five Year Plan Starting Fiscal Year 2023*

(To be submitted annually with Budget)

**DEPARTMENT: Library**

**Date: December 6, 2021**

<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1 Power Washing & Restoration	35,500					35,500
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
<b>Total Annual Capital Costs:</b>	35500	0	0	0	0	35500

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT: HUDSON PUBLIC LIBRARY**

**CONTACT: AILEEN SANCHEZ-HIMES**

**PROJECT TITLE: BUILDING IMPROVEMENT / POWER WASHING & RESTORATION**

**PROJECT DESCRIPTION:**

\$17,500 – Completely power wash the Hudson Public Library’s exterior surface. Equipment, labor, and supplies included.

\$12,500 – Waterproof all masonry. Equipment, labor, and supplies included.

\$5500 – Caulking project for up to 500 linear feet.

In coordination with Facilities, the Hudson Public Library will solicit RFPs to power wash the Library’s exterior masonry. To restore the brick and mortar, the Library will be treated with appropriate restoration solutions and rinsed with low pressure hot water/steam to reduce carbon and debris. S water proofing solution will be applied to preserve all the brick. Existing caulking will be removed, joints cleaned, backer rods primed, reinstalled, and caulked.

**PROJECT COST ESTIMATE: \$35,500**

**USEFUL LIFE: TBD BASED ON MAINTENANCE UPKEEP AND RECOMMENDATIONS.**

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age \_\_\_\_\_

Mileage \_\_\_\_\_

Present Value \_\_\_\_\_

Condition \_\_\_\_\_

\_\_\_\_\_

**DEPARTMENTAL PROJECT PRIORITY RANKING: \_\_\_\_\_**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**



**Long Range - Capital Project Summary Form**

*Five Year Plan Starting Fiscal Year 2023*

(To be submitted annually with Budget)

**DEPARTMENT:** POLICE

**Date:** 10/29/2021

<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1 3 POLICE CRUISERS	201,000	205,000	207,000	203,640	195,000	810,640
2 TASERS, LESS-LETHAL, SHOTGUN, ETC.	92,500					92,500
3 PATROL & TACTICAL RIFLES	30,000					30,000
4 POLICE HEADQUARTERS COMPUTERS	65,000					65,000
5 POLICE DUTY PISTOLS		72,100				72,100
6 POLICE DUTY BODY ARMOR			34,000			34,000
7 POLICE VEHICLE MOBILE COMPUTERS				65,000		65,000
8						
9						
10						
11						
12						
13						
14						
15						
<b>Total Annual Capital Costs:</b>	<b>388500</b>	<b>277100</b>	<b>241000</b>	<b>268640</b>	<b>195000</b>	<b>1169240</b>

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT:** POLICE DEPARTMENT  
**CONTACT:** CHIEF RICHARD P. DIPERSIO  
**PROJECT TITLE:** POLICE CRUISERS

**PROJECT DESCRIPTION:**

Replacement of three (3) police cruisers fully equipped with emergency accessories. Any vehicle replaced will have served its useful life and will have over 90,000-100,000 miles on the odometer. These vehicles will also include new Motorola police radios and mounting assemblies for mobile computers. Mobile radios are being replaced as they have reached their useful life. One vehicle will include a complete mobile computer package consistent with other vehicles.

**PROJECT COST ESTIMATE:** \$201,000

**USEFUL LIFE:** 2 – 3 YEARS

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 3 Years Average  
Mileage 90,000 to 100,000+  
Present Value \$4,000 to \$7,000 at time of replacement/trade-in  
Condition Fair

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**DEPARTMENTAL PROJECT PRIORITY RANKING: HIGHEST**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT:** POLICE DEPARTMENT  
**CONTACT:** CHIEF RICHARD P. DIPERSIO  
**PROJECT TITLE:** TASER REPLACEMENT, LESS-LETHAL REPLACEMENT,  
SHOTGUN REPLACEMENT, ARMORY REPAIR TOOLS, SPECIAL OPS

**PROJECT DESCRIPTION:**

Replacement of thirty-eight (38) police duty Tasers, fully equipped with retention holster, batteries, training gear and all accessories. Each unit replaced will have served its useful life and will have over five (5) years of active service.

Replacement of one (1) less-lethal pepper-ball launcher, fully equipped with sling, case, and all accessories.

Replacement of two (2) shotguns, fully equipped with slings, lights, and accessories, and armory repair and maintenance tools for service and maintenance of all weapons. Upgrades to existing special operations rifles, and the addition of two (2) rifles for the CEMLEC team.

**PROJECT COST ESTIMATE:** \$92,500

**USEFUL LIFE:** 5 YEARS +

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 5 Years Average  
Mileage N/A  
Present Value N/A  
Condition Fair

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**DEPARTMENTAL PROJECT PRIORITY RANKING: HIGHEST**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT:** POLICE DEPARTMENT  
**CONTACT:** CHIEF RICHARD P. DIPERSIO  
**PROJECT TITLE:** REPLACEMENT OF PATROL AND TACTICAL UNIT RIFLES

**PROJECT DESCRIPTION:**

Replacement of thirteen (15) police duty rifles, fully equipped with all accessories. Each unit replaced will have served its useful life and will have over ten (10) years of active service.  
Replacement of five (5) police tactical unit rifles, fully equipped with all accessories. Each unit replaced will have served its useful life and will have over ten (10) years of active service.

**PROJECT COST ESTIMATE:** \$30,000  
**USEFUL LIFE:** 10 YEARS +

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 10 Years Average  
Mileage N/A  
Present Value N/A  
Condition Fair

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**DEPARTMENTAL PROJECT PRIORITY RANKING: HIGHEST**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**CAPITAL PROJECT REQUEST  
FY23**

**DEPARTMENT:** POLICE DEPARTMENT  
**CONTACT:** CHIEF RICHARD P. DIPERSIO  
**PROJECT TITLE:** REPLACEMENT OF POLICE HEADQUARTERS COMPUTERS

**PROJECT DESCRIPTION:**

Replacement of forty (40) workstations, monitors, and all accessories for police headquarters and communications center. Existing coverage on all computers ends December of 2022, and will need replacing. Each unit replaced will have served its useful life and will have over five (5) years of active service.

Forty (40) workstations, fifty-six (56) monitors, & accessories = \$65,000

**PROJECT COST ESTIMATE:** \$65,000  
**USEFUL LIFE:** 5 YEARS +

**PRESENT ITEM BEING REPLACED (FILL IN IF APPLICABLE):**

Age 5 Years Average  
Mileage N/A  
Present Value N/A  
Condition Fair

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**DEPARTMENTAL PROJECT PRIORITY RANKING: HIGHEST**

**ATTACH ADDITIONAL BACKGROUND & COST JUSTIFICATION INFORMATION**

**Long Range - Capital Project Summary Form**

*Five Year Plan Starting Fiscal Year 2023*

(To be submitted annually with Budget)

**DEPARTMENT: Recreation**

**Date: October 2021**

<u>Project Name:</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>TOTAL:</u>
1 Moultons Field & Playground Upgrades - Final Design (to be funded elsewhere)	0.00					0.00
2 Moultons Field & Playground Upgrades - Construction & Oversight		1,500,000.00				1,500,000.00
3 Wood Park Pavillion Replacement & Music Shell Roof/Fascia Board Replacement			400,000.00			400,000.00
4 Other Rec Facility Design & Upgrades (per FY20 Recreation Master Plan)				250,000.00		250,000.00
5 Other Rec Facility Design & Upgrades (per FY20 Recreation Master Plan)					250,000.00	250,000.00
<b>Total Annual Capital Costs:</b>	0	1500000	400000	250000	250000	2,400,000.00

**School Department Capital Improvement Plan**

Priority Rank	Building	Description	Estimated Project Cost
1	Farley (1998)	Add air conditioning	525,000
2	Mulready (1963)	Replace univents - 22 rooms	280,000
3	Forest Ave (1975)	Replace univents - 30 rooms	365,000
4	Mulready (1963)	Replace windows - single glazed	590,000
5	Forest Ave (1975)	Replace windows - single glazed	440,000
6	Administration (1897)	Purchase and renovate new building	TBD
<b>Total Cost</b>			<b>2,200,000</b>

**PROJECT DETAIL SHEET**

**Project Title:** Air Conditioning Project  
**School:** Farley Elementary

Description and Justification:

Add air conditioning into to the classrooms. During hot humid days, the floors become slippery from the humidity within the school. Fans are set up to help move the air but dehumidification is needed to help remove the moisture and prevent mold from forming. There is some air conditioning already in service in rooms such as the library, computer room, café, main office and a couple of rooms adjacent. This project would be very similar to the air conditioning project at Mulready. Adding mini-split systems throughout the remainder of the classrooms and these would be tied into the building management system.

**C.A. FARLEY**

**ELEMENTARY SCHOOL**

**FOX PRIDE**

**Useful life:** 20 years

**Total Project Cost:** \$525,000

**Project Contact:**

Scott Kurposka  
Facilities Director  
Hudson Public Schools  
(C) 978-618-3998  
sdkurposka@hudson.k12.ma.us



**PROJECT DETAIL SHEET**

**Project Title:** Univent Replacement  
**School:** Mulready Elementary

**Description and Justification:**

Replace 22 univents that are 58 years old and worn. Cost of maintenance and frequency of repairs on these old units are continually going up since the increased demand for improved air quality and circulation are higher and energy efficiency is not optimal. Our current building automation system monitors the building boilers but each univent is run off of pneumatic thermostats which relies on air pressure to regulate temperature. Within the pneumatics, there are leaks in the air lines that are very costly to locate and repair. Replacing the univents would allow for a direct digital control linking to the building automation system, thus allowing monitoring to include advanced air control (fresh air exchanges, circulation and filtration) and increased energy efficiency.

**Useful Life:** 25 years


**Total Project Cost:** \$280,000




**Project Contact:**

Scott Kurposka  
Facilities Director  
Hudson Public Schools  
(C) 978-618-3998  
sdkurposka@hudson.k12.ma.us

**PROJECT DETAIL SHEET**

<p><b>Project Title:</b> Univent Replacement</p> <p><b>School:</b> Forest Ave Elementary</p> <p><b>Description and Justification:</b>                  Replace 30 univents that are 46 years old and worn. Cost of maintenance and frequency of repairs on these old units are continually going up since the increased demand for improved air quality and circulation are higher and energy efficiency is not optimal. Our current building automation system monitors the building boilers but each univent is run off of pneumatic thermostats which relies on air pressure to regulate temperature. Within the pneumatics, there are leaks in the air lines that are very costly to locate and repair. Replacing the univents would allow for a direct digital control linking to the building automation system, thus allowing monitoring to include advanced air control (fresh air exchanges, circulation and filtration) and increased energy efficiency.</p>		
<p><b>Useful life:</b> 25 years</p> <p><b>Total Project Cost:</b> \$365,000</p>	<p><b>Project Contact:</b></p> <p align="center">                     Scott Kurposka                      Facilities Director                      Hudson Public Schools                      (C) 978-618-3998                      sdkurposka@hudson.k12.ma.us                 </p>	

**PROJECT DETAIL SHEET**

<b>Project Title:</b> Window and Door Replacement	
<b>School:</b> Mulready Elementary	
<b>Description and Justification:</b> Replace all of the windows in all 35 openings and 2 doors. Some of the window openings span an entire classroom. Windows are original and not all of the windows are operable to offer fresh air into the classrooms. New design would include eliminating the bottom window which is at ground level since it is prone to breaking and replaced with a solid insulated panel. New windows would enhance air circulation and energy efficiency. The doors are original and mostly glass. Replacing them will improve energy efficiency and the new door would be more secure.	
<b>Useful life:</b>	30+ years
<b>Total Project Cost:</b>	\$590,000
<b>Project Contact:</b> Scott Kurposka Facilities Director Hudson Public Schools (C) 978-618-3998 sdkurposka@hudson.k12.ma.us	

**PROJECT DETAIL SHEET**

**Project Title:** Window Replacement  
**School:** Forest Ave Elementary

Description and Justification:

Replace all of the windows in all 76 openings. Windows are original and the top portion is what is needed to open but it is too high to reach without a ladder. New design would include eliminating the bottom window which is at ground level since it is prone to breaking and replaced with a solid insulated panel. New windows would enhance air circulation and energy efficiency.



**Useful life:** 30+ years

**Total Project Cost:** \$440,000

**Project Contact:**

Scott Kurposka  
Facilities Director  
Hudson Public Schools  
(C) 978-618-3998  
sdkurposka@hudson.k12.ma.us