

Municipal Facilities Committee
Minutes of 2/4/2020 Meeting
Submitted by John Lavery



MFC Attendees: Kate Reid, John Lavery, Steve Hinton (departed at 9:36), Christine Lear, Scott Simpson (arrived at 9:00 AM), Jerry Lerman

Also present: Bill Rizzo (PD Proj Mgr), Steve Bastek (town facility manager), Rob Fortado (school facility manager), Chief Fisher (PD)

The meeting began at approximately 8:02 AM in the Heald Room at Town Hall.

Minutes of MFC meetings on 1/14/2020 and 1/28/2020 were moved and approved as amended, 5-0 (Mr. Hinton having to leave slightly early).

TBA fees and expanded scope: TBA submitted an invoice to bring current fees on the original contract in the amount of \$40,711.50 (attached).

Motion: Mr. Hinton moved to approve invoice from TBA services rendered to date under the original contract as submitted. The motion was seconded.

Discussion ensued. Upon a vote, the motion was approved 5-0 (Mr. Simpson having not yet arrived).

TBA also forwarded a proposal from RM Ratta Septic Service to perform a Title V inspection (attached). MFC had requested a proposal in the previous meeting.

Motion: Mr. Hinton moved to task TBA to arrange for the Title V inspection at the Police Station in an amount NTE \$1,500.

Discussion ensued. There was a little back and forth about whether this was needed if the Police Station project did not move forward. It was generally agreed that the MFC is now in the position of fixing past shortfalls in planning and compliance. And that the BOH would require any citizen in this position to proceed with both the Title V and any needed upgrades based on current usage (see minutes of 1/14 and 1/28 for reference). Therefore the MFC felt obligated to proceed. Upon a vote, the motion passed, 6 - 0 (Mr. Simpson now being in attendance).

Included in the communication from TBA was a new schedule for 95% complete construction documents. This has been rescheduled for Wednesday 2/5/2020 instead of Friday 1/31/2020 as TBA failed to hit their self-proposed deadline.

TBA also asked if they should have the 3rd party estimator, Ellena, proceed with another round of estimating at a cost of \$6,500. The committee agreed this seemed redundant in light of the goal of taking this to bid shortly, and demurred. Mr. Lerman will communicate this to TBA.

Thus ended discussion of the Police Station, Chief Fisher departed.

DPW: Ms. Reid informed the committee the building inspector had advised her (as Chair BOS) that the recently installed rental trailer at the DPW needed some kind of permit which was to be approved by the BOS. This was news to everyone, including the town administrator who contracted the trailer install (Mr. Goddard). Ms. Reid agreed to pursue identifying and applying for the appropriate permit, and to take it to the BOS for approval. There was mention of a private entity also requesting a trailer - and wondering about the by-laws restricting trailers in town.

Mr Hinton presented documents outlining the already created septic test pits at the DPW and a proposal to dig another two test pits on the rear of the property (attached). Discussion ensued about the variety of possible locations for a new leach field/septic system (the existing septic system is in failure - DPW was notified Nov 2018 and there is a two year window for returning the system to compliance - see previous minutes for details). Additional test pits and a possible more remote location of the septic field will be more expensive than the already workable options. (Behind/South of the Morton Building). But this location is also the best site, with road access, for future development/construction at the DPW.

Motion: Ms. Reid moved MFC authorize Stamski & McNary to execute Article 1.1 their proposal of Feb 3rd, 2020, at a cost of \$4,500 (soil evaluations and percolation tests).

With limited further discussion, the motion was approved 5-0.

Mr. Bastek proceeded with the Facilities Manager Report:

Fire Department: Mr. Bastek has refreshed the bid from Comm Tank for the AST installation at the Fire Station (attached). This bid is now at \$13,600, some \$1,525 higher than the original bid of April 4, 2019, though all details are the same except the price. It was noted this is the cost of repeatedly delaying this project.

A meeting with the Fire Chief is on the BOS agenda for 2/11/2020 to discuss and/or award the contract for a 300 AST (above ground storage tank) to service the generator. There was much debate and information sharing about the status of this needed project. Reference was made to many past MFC minutes dating to September 2018 when several members of the MFC first became aware of this tank.

An email from the MA DEP forwarded by then Chief Flannery was shared with the MFC again (attached) detailing the regulation mandating all USTs (Underground Storage Tanks) be removed prior to 1/1/2019. Oil usage for the generator was again pointed out, with two sources pointing out a 300 gallon tank would last 10 days at average usage. And again Chief Sorrows's desire for a 1,000 gallon tank, now up from 500 gallons, which could be used as a FD fleet fueling solution.

Mr. Lerman will be meeting with Mr. Brown (BOS liaison to the FD) and Chief Sorrows over the next week or so to discuss a better working relationship between the MFC and FD. Members expressed a desire to have this meeting take place before next week's MFC and BOS meetings.

Mr. Bastek handed a bill (attached) to Mr. Lerman for rooftop fan repair at the FD. Chief Sorrows had asked Mr. Bastek to convey this with the request Mr. Lerman sign off on the bill so it could be paid. There was some confusion as to whether this bill was for Mr. Lerman as MFC chair or Mr. Lerman as Long Term Capital member. In any event, it was ill received, as it demonstrated the FD continues to

pursue its own agenda on building maintenance, ignoring MFC requests for co-operation and communication.

Much discussion, somewhat heated, ensued about the relative roles of the MFC, BOS, and FD, in maintaining town buildings. Mr. Simpson summed up the issue by pointing out it was a question of process. There were also questions of insurance, liability, and responsibility when the FD is working outside direction of the BOS via the MFC, and maintaining its own building. Mr. Fortado mentioned his experience both as a former generator service technician and as School Facilities Manager. He pointed out that the School insists all service on safety infrastructure, like the fire alarm system and the generators, be done by duly licensed and insured technicians qualified for the equipment in case anything ever goes wrong. At this point the FD is insisting they do or supervise all this work themselves.

Mr. Bastek mentioned in passing Chief Sorrows had turned off the just installed Ice Melt system. Apparently as a means to save money. But this remains unclear, as the system is designed not to run unless there is snow on the roof. Chief Sorrows in previous meetings dating back some 10 months or so, had requested this system. His building maintenance designee Lt. David Neumann had selected the system from choices offered by the MFC. The system was installed at a cost of over \$10,000 and now he apparently does not want it. This information was received with some consternation.

The FD request to the MFC for FY 2021 was mentioned, particularly the line wherein the FD asserted that responsibility and supervision of all FD building maintenance lays best within the fire department itself, since they are doing such a good job maintaining the building. Again it was pointed out that the Fire Department:

- failed to maintain compliance records for the pair of 2,000 gallon USTs just removed, preventing Carlisle from receiving any remediation funds from the state when the tanks were shown to have leaked, at a cost of some \$70,000 to the town, and Carlisle continues to pay into this fund,
- still has not reported the existence of the additional 500 gallon UST to MA DEP as required by statute, leaving Carlisle fully exposed for all enforcement action by the state, risk to the water supply, and remediation liability,
- has not addressed the ADA and AAB compliance failures in the FD Building, as addressed in the TBA report,
- has developed a contentious relationship with a duly appointed town committee responsible for all town building maintenance,
- is submitting bills for work not approved or reviewed by the MFC against the MFC budget, without authority.

New Meeting Time: It was noted, again, that Tuesday morning meetings are truncated due to member's other town and professional commitments. Business remains unattended. Proposed MFC discuss a bi-weekly schedule and longer meeting time at the 2/11/2020 meeting.

MFC Charter: Briefly discussed, as several have been rewritten, and the language seems fluid. It was noted the BOS can change the charter, or even dissolve the committee, whenever they want. And agreed this was not worth pursuing any further as not under MFC control. However, the longer term plan of combining the MFC department and the School maintenance department was brought up. Noted that has always been the long range plan. One formulation would have Mr. Bastek reporting to Mr. Fortado. This seems to make sense when compared to surrounding towns practices. And will be discussed further.

Mr. Bask, now having control of the floor, continued with his facilities report:

Police Station: New Fire Alarm panel up and running, at no cost to the town. Thank you Simplex.

Highland Building: Mr. Bastek replaced the batteries in the Fire Alarm Panel. They now work to power the panel on outages. But need to be manually reset when the power goes back on. It is possible they can cannibalize a spare power diverter switch from the school when Mr. Fortado renovates his system over April Vacation. The future use of the building was briefly discussed. CORI checks for all entrants was an issue for the School Board in the past and may remain so.

Church Steeple at FRS: Mr Supple has provided an estimate to Mr. Bastek for repair of this item. Ms. Reid pointed out that this should be referred to CPA as it should not come out of the town budget and was not an item for this committee. (Attached)

Library: Water was detected puddling on the floor of the utility room. Mr. Bastek will investigate.

Town Hall: Mr. Bastek continues to work with techs to get the BMS upgraded. The new board has been installed. Now waiting on software to be installed.

General Meeting Agenda: It was proposed that the agenda be duplicative from week to week and conform to Mr. Bastek's building by building report. Each department head or their designee will be invited to this general session at each meeting as their building(s) will be at issue. Larger topics, like the Police Station renovation, would be secluded to the end of each meeting. This proposal was to address open communication and coordinate input and cross representation from all departments. Further discussion at the 2/11/2020 meeting is anticipated.

Next meeting is scheduled for 2/11/2020 at 8:00 AM in the Heald Room.

Meeting adjourned at 10:04AM

Attachment(s):

Updated bid from Comm Tank

Forwarded letter to Chief Flannery from the MA DEP

TBA Invoice

Proposal from RM Ratta Septic Service to perform a Title V inspection

Stamski & McNary proposal for septic services at the DPW

Bill from Sun Electric Motors

Bid from JJ Supple on Church Steeple

From: Chief Flannery <Chief@carlislefdma.org>
Sent: Friday, November 30, 2018 11:17 AM
To: 'Tim Goddard' <tgoddard@carlislema.gov>; 'Jerry Lerman' <jlerman@tiac.net>; 'John Lavery' <john_lavery@hotmail.com>; 'Russ Barton' <RBarton@wilcoxandbarton.com>
Cc: 'Burt Rubenstein' <burrub@gmail.com>; 'Bryan Sorrows' <bsorrows@gmail.com>
Subject: RE: UST removal

Tim,

Please see the e-mail I received from DEP on November 5th. I'll look to Russ Barton for advice. Also be aware that I have filed with the Cons Com for the Wetland Determination. Our hearing is scheduled for December 13th.

David

-----Original Message-----

From: Denormandie, Thomas (DEP) [mailto:thomas.denormandie@state.ma.us]
Sent: Monday, November 05, 2018 4:03 PM
To: DPH-OEMS-DFlannery <chief@carlislefdma.org>
Subject: Reminder Notification to Underground Storage Tank (UST) Owners:
January 1, 2019 upgrade deadline for UST Systems equipped with a submersible pump without a turbine sump.

November 5, 2018

Chief David R.. Flannery
Carlisle Fire Department
P.O. Box 575
Carlisle, MA 01741-0575

Dear Chief Flannery,

In accordance with the Underground Storage Tank (UST) regulations, all UST systems equipped with a submersible pump without a turbine sump must be upgraded by installing a turbine sump by January 1, 2019 or the UST system shall be removed or closed in-place (310 CMR 80.20(3)). If the UST system is temporarily out-of-service (310 CMR 80.42) on January 1, 2019, the upgrade does not have to occur until the UST system is brought back into service.

According to MassDEP's UST data management system (DMS), the facility listed below has one or more USTs subject to the January 1, 2019 deadline.

UST ID#

Facility Name
Street Address
Town
9301
TOWN OF CARLISLE FIRE DEPT
80 WESTFORD RD
CARLISLE

If by January 1, 2019, the upgrade is not completed, or the UST system(s) are not taken temporarily out-of-service, removed, or closed in-place, MassDEP will undertake enforcement action, which may include penalties.

Reminder notices regarding this upgrade were previously sent to all known applicable facility Owners on March 1, 2018, August 30, 2018, and November 5, 2018.

If you have questions about this MassDEP UST Program requirement, please call the UST Hotline at 617-556-1035, Extension 2, or email the Department at DEP.UST@state.ma.us<<mailto:DEP.UST@state.ma.us>>.

Respectfully,
[cid:image002.jpg@01D47521.0A5EE9F0]

Geri Lambert, Deputy Division Director
Department of Environmental Protection
Compliance and Enforcement

Stephen Bastek

From: JJ Supple <jjsupple@comcast.net>
Sent: Wednesday, January 29, 2020 12:38 PM
To: Stephen Bastek
Subject: steeple work

Hi Steve,

Good meeting a couple weeks ago. I have the salt shed exploration in cue as soon as weather is permitting.

You asked me to email you with some thoughts on materials & cost for the bell cribbing work. I think that white oak would be the best choice of materials, in lieu of pressure treated, which does fail sooner than one would expect. I'd like to see these repairs last as long as possible, so I am suggesting white oak. Like an old ship, will last the test of time...

There is significant rigging, jacking and shoring that will need to be done more, than one might expect in my opinion, and in difficult area to work.

I would budget 7500-9500 for the job.

Please let me know your thoughts,

JJ

Thank You,

JJ Supple
President
Supple Construction & Development, Inc.
136 Sunset Road
Carlisle, Ma 01741
978-815-4260 c
978-369-7305 w
jjsupple@comcast.net

STAMSKI AND McNARY, INC.

1000 Main Street
Acton, Massachusetts 01720
(978) 263-8585
FAX (978) 263-9883
www.stamskiandmcnary.com

JOSEPH MARCH, P.E., P.L.S.
GEORGE DIMAKARAKOS, P.E.

February 3, 2020

Timothy Goddard
Town Administrator
Town of Carlisle
Carlisle Town Hall
66 Westford Street
Carlisle, MA 01741

Re: Carlisle DPW Building
59 Morse Road

Dear Mr. Goddard,

In response to your request, we are pleased to furnish the following proposal for civil engineering services on the referenced property. The proposal is for design and permitting associated with a new sewage disposal system to replace a failing sewage disposal system at the referenced address. Specifically we propose the following:

1.0 Scope of Services

1.1 Soil evaluations and percolation tests;

We will perform soil evaluations and percolation tests at two new locations shown on the attached sketch. We will also observe test pits along the pressure sewer from the pump chamber to the leaching facility to determine depth of bedrock if any. We will coordinate the testing with the Carlisle Board of Health, a backhoe and dig-safe. We anticipate spending two full days in the field with one certified soil evaluator performing the tests required. We will survey locate the testing and show it on the existing topographic plan. The cost of the backhoe is included in the proposal.

1.2 Sewage Disposal Plan;

We will prepare a Sewage Disposal Plan for the existing DPW building in compliance with Title 5 and Carlisle local regulations. We will design a typical system with a septic tank, pump chamber and leaching facility. The plan will show details adequate for a contractor to construct the system. We expect the Carlisle DPW to excavate the holes with their backhoe as done prior. We will prepare the application and submit the required amount of copies to the Board of Health for approval. We anticipate attending one meeting with the Board of Health.

1.3 Notice of Intent submittal;

We will prepare the Notice of Intent and submit it to the Carlisle Conservation Commission with the Sewage Disposal Plan for work within Buffer Zone. We will add erosion and sedimentation controls to the Plan. We will prepare a Narrative outlining how the Plans comply with the Wetland Regulations. We will notify the abutters and anticipate attending two Conservation Commission hearings. We will prepare a presentation plan for the hearings

1.4 Stake-out and as-built services;

We will stake the corners of the leaching facility one time with offsets. We will perform a partial as-built survey after the complete installation of the system but prior to back fill and prepare a Partial As-built Plan. We will perform a final as-built survey after the completion of final grading and prepare a Final As-built Plan. Both plans will be submitted to the Board of Health for approval. We will sign the certificate of compliance Board of Health form after completion of all work.

2.0 Additional Services (not included)

2.1 Contract and bid assistance, written contract specifications;

3.0 Fees for Services

3.1 We will earn our fees on a **Fixed Fee** basis. The cost for those services outlined in Section 1.0-Scope of Services to be as follows:

Article 1.1	
Article 1.2	
Article 1.3	
Article 1.4	
Total =	

3.2 An invoice will be rendered after the completion of each Article.

3.3 A separate proposal shall be furnished prior to conducting any **Additional Services** or services not specifically included in this proposal. Town fees, if any, are not included.

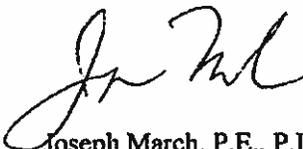
4.0 Schedule of Services

4.1 We will complete Article 1.1 and 1.2 within six (6) weeks of authorization to proceed if allowed by soil testing conditions.

For our records, please execute and return one (1) copy of this Proposal Letter. Thank you for considering our firm and for permitting us the opportunity to provide our services.

Very truly yours,

Stamski and McNary, Inc.



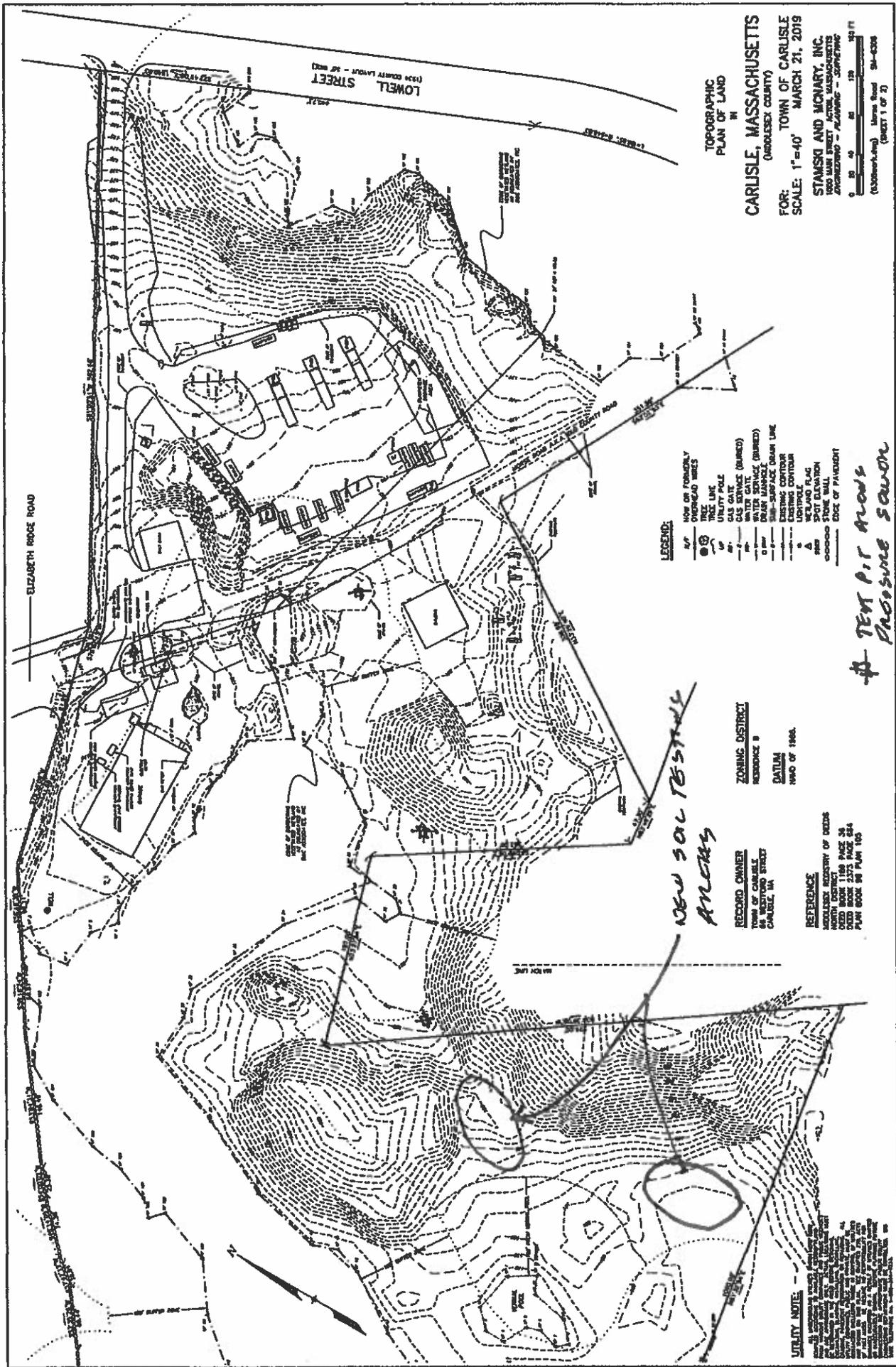
Joseph March, P.E., P.L.S
President

AGREED AND ACCEPTED

Authorized Signature

Title

Date



TOPOGRAPHIC
 PLAN OF LAND
 IN
CARLISLE, MASSACHUSETTS
 (WORCESTER COUNTY)
 FOR: **TOWN OF CARLISLE**
 SCALE: 1"=40' MARCH 21, 2019
STAMSKI AND MCNARY, INC.
 1250 MAIN STREET, ACTON, MASSACHUSETTS
 01509-1000
 930-266-1100
 (3300000-1000) Morse Road 91-4208
 (SHEET 1 OF 2)

- LEGEND:**
- NEW OR FORMERLY
 - OLD HIGHWAYS
 - FENCE LINE
 - UTILITY POLE
 - GAS MAIN (DASHED)
 - WATER SERVICE (DASHED)
 - WATER GATE
 - SANITARY SEWER (DASHED)
 - SANITARY SEWER (SOLID)
 - EXISTING CONTOUR
 - LOT CORNER
 - SPOT ELEVATION
 - STONE WALL
 - EDGE OF PAVEMENT

RECORD OWNER
 TOWN OF CARLISLE
 1250 MAIN STREET
 CARLISLE, MA

REFERENCE
 MASSACHUSETTS DEEDS
 NORTH DISTRICT
 DEED BOOK 1373 PAGE 284
 DEED BOOK 1373 PAGE 284
 PLAN BOOK 98 PLAN 145

ZONING DISTRICT
 RESIDENTIAL B

DATUM
 NAD 83

NEW SOIL TEST AREA
 AREAS

PIT AREA
 PROPOSED SLOPE

UTILITY NOTE:
 THIS PLAN IS BASED ON THE RECORD DRAWING OF THE UTILITY LINES SHOWN THEREON. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE UTILITY LINES SHOWN ON THIS PLAN AND HAS FOUND THEM TO BE IN SUBSTANTIAL ACCORD WITH THE RECORD DRAWING. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THE UTILITY LINES. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THE UTILITY LINES. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THE UTILITY LINES.

TBA ARCHITECTS INC.
 43 Bradford Street
 Suite 300
 Concord, MA 01742
 (781) 893-5828

BILL TO:

Mr. Tim Goddard,
 Town Administrator
 66 Westford St.
 Carlisle, MA 01741

INVOICE #: 122381

INVOICE DATE: 1/28/20

PROJECT: | 1325 - Police Station Study

SERVICES RENDERED	FEE	PRIOR %	CURRENT %	TOTAL %	TOTAL DUE
PHASE I: Feasibility Study/ Notice to Proceed					
Task A: Planning and Investigation	5,500.00	100.00%	0.00%	100.00%	0.00
Task B: Design Options	1,000.00	100.00%	0.00%	100.00%	0.00
Subtotal Phase 1	6,500.00		0.00%	0.00%	0.00
PHASE 2: Design and Construction					
Schematics	14,000.00	100.00%	0.00%	100.00%	0.00
Design Development	11,000.00	25.00%	75.00%	100.00%	5,000.00
Construction Documents Draft	11,000.00		100.00%	100.00%	11,000.00
Construction Documents Final	1,000.00		100.00%	100.00%	1,000.00
Bidding	1,000.00		100.00%	100.00%	1,000.00
Construction	1,000.00		0.00%	0.00%	0.00
Warranty	1,000.00		0.00%	0.00%	0.00
Subtotal Phase 2	29,000.00		54.50%	54.50%	15,711.50

Total Due On This Invoice **\$40,711.50**

Remit Payment To:
 TBA Architects, Inc.
 43 Bradford Street
 Suite 300
 Concord, MA 01742

From: Justin Humphreys JHumphreys@tbaarchitects.com
Subject: Carlisle Police Station Update
Date: Feb 4, 2020 at 1:08:27 AM
To: Kate Reid reidkate@mac.com
Cc: Annika Nilsson Ripps ANilssonRipps@tbaarchitects.com

Kate,

I have received the quote below for a third party to perform the title 5 inspection. They will schedule the work and provide a report.

The stats below:

RM Ratta Septic Service

- [REDACTED] (includes pumping tank)
- Hourly estimate [REDACTED] for work in excess of 2 hrs
- [REDACTED]- BOH Fee
- Billing will be:
 - TBA Architects
43 Bradford St
Concord, MA 01742
Attn: Justin Humphreys
tel: 781 893-5828 x 22
JHumphreys@tbaarchitects.com
 - TBA will need to invoice the Town, but will pay the inspector within 30 days.
- Locus Property:
 - 41 Lowell Street, Police Station
 - Leach Field access from Town Hall, 66 Westford St.
- Please have your inspector check in with the front desk at the police station upon arrival, prior to doing inspection.

Do you know if the BOH fee will be required if this is a Town project? I always assume yes.

LandTech has already been to the BOH for a meeting and are expecting to present the Title 5 report to the Board at a February Meeting, 2/6 and 2/20, if possible.

LandTech has a submission meeting with Planning on Thursday, 2/6/20 @ 11:00 AM. This is in anticipation of scheduling the public hearing for the March 9, 2020 Planning Board Meeting.

→ Drawings and specifications are under in-house review now before sending to Bill Risso for review. Thank you for forwarding the earlier correspondence.

I have received a proposal for [REDACTED] from the independent estimator for another round of estimating. Given the number of iterations the project has had and that we will now have the most complete documents to date I would like to have them generate the 95% CD estimate. I'll find a way to work it into our amended fee request.

A 95% CD package for review should be sent by end of the day Wednesday.

Regards,
Justin

Sun Electric Motors & Pumps, LLC
 279 Western Ave.
 Lowell, MA 01851

Tel #978-454-4572 Fax #978-937-5613

Invoice

Date	Invoice #
1/28/2020	017123

Bill To
Carlisle Fire Dept PO Box 575 80 Westford St (Rt 225) Carlisle, MA 01741

Ship To
Carlisle Fire Dept 80 Westford St (Rt 225) Carlisle, MA 01741

P.O. Number	Terms	Ship	Via
Bryon	Due on receipt	1/28/2020	

Quantity	Item Code	Description	Price Each	Amount
1	R01	Total Overhaul Large Exhaust Fan	2000.00	2000.00
1	EM3711T	New 10HP Baldor Motor #EM3711T	2000.00	2000.00
1	R07	Shipping & Handling	200.00	200.00
1	R02	Slip #95205	200.00	200.00

			Subtotal	4400.00
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A service charge of 1.1/2% per month will be added to invoices not paid in 30 days. A restocking fee of \$25 or more will apply with any return items

Sales Tax (0.0%)	\$0.00
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Phone #	Fax #
(978) 454-4572	978-937-5613

Total	4400.00
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Carlisle Police Station

Compensation Calculations

	Mar-19	Apr-19	Nov-19 Accepted Full Scope w/ Deferred Maintenance	Nov-19 Deferred Maintenance (part of additional)	Requested Additional Based on Scope Increase and Construction Cost
Construction Budget	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Phase 1: Feasibility Study	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Phase 2: Design and Construction	11.8% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Schematic	15.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Design Development	10.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Construction Documents Draft	35.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Construction Documents Final	7.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Bidding	5.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Construction Administration	25.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Warranty	3.0% \$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

*Does not include civil design



Installation | Maintenance | Removal

84 New Salem St.
Worcester, MA 01880

Ph: 877.668.2657
800.828.8280
Fax: 781.224.8908

Email: info@commtank.com
Web: www.commtank.com

January 30, 2020

REVISED # 5

Mr. Steve Bastek
Town Carlisle
80 Westford Street
Carlisle, MA 01741

RE: Aboveground Storage Tank Fill in Place and Installation – 80 Westford Street, Carlisle, MA

Dear Mr. Bastek:

CommTank is pleased to provide this proposal for closure in place of one (1) 10-gallon aboveground storage day tank (ASDT) and the installation of one (1) 300-gallon double-wall Highland™ AST at the above-referenced location.

Project Set Up

- Provide a site-specific health & safety plan
- Create an AutoCAD drawing detailing the upgrade of the system
- Submit the removal and installation plans to the local Fire Department for approval

AST Closure on place and AST Installation

- Provide and install concrete pad for new AST
- Provide and install four (4) 4" traffic bollards
- Provide and install one (1) 300-gallon dual wall UL-142 Highland™ AST next to generator
- Provide and install one (1) 3-gallon spill bucket
- Provide and install one (1) 4" emergency relief vent for the primary containment
- Provide and install one (1) emergency relief vent for the interstitial space of secondary containment
- Provide and install new vent alarm, ball valve, fuel gauge, anti-siphon valve, fill and vent pipes according to 527 CMR 1.
- Provide and install one mechanical interstitial leak sensor
- Provide and install new (exposed) oil piping from the tank to the generator ½" supply and return pipes to be connected to the generator
- Pressure test all new pipes
- Pump out and clean one (1) 10-gallon ASDT
- Pass inspection and fill up the tank with flowable fill
- Provide tank closure report

TOTAL



Note 1: This proposal is based on Prevailing Wage Rates.

Note 2: This scope of work is subject to the approval of the local Fire Department.

Note 3: This proposal does not include the cost of low/high level alarm or fuel monitoring system installation.

Note 4: This proposal is based upon the above scope of work; any additional work will be submitted under a change order.

Note 5: The customer will be responsible for obtaining approval from the local Conservation Commission if needed.

Note 6: Current lead time to start the above scope of work is 6 to 8 weeks from signing of the proposal and receipt of deposit. Lead time is subject to change.

Note 7: The cost for the installation of one (1) fill rite pump, the services of an electrician and hose retractor will be an additional [REDACTED]

All work will conform to federal, state and local fire code regulations.

This proposal when signed is a contract.

This proposal is void in 30 days if not signed. If you have any questions, please contact our office at 617-628-8260.

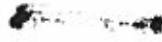
We assign a customer service representative (CSR) to all projects in an effort to ensure customer satisfaction. Please feel free to contact our CSR with feedback once your project has commenced.

Joanne Cardoza
Mon. - Fri., (8:30am – 5:00pm)
617-628-8260, x229

Sincerely,

Miguel Portillo

Miguel Portillo
Project Manager



TERMS and CONDITIONS

CommTank, Inc. and Town of Carlisle Fire Department (the "Client") agree as follows:

1. **Services.** CommTank will provide the Client with services ("Services") described in the contract attached hereto ("Contract"), under the terms and conditions set forth herein. The Services will be performed on behalf of and solely for use of the Client as provided in the Contract and with respect to any properties ("Property") identified therein. The Client acknowledges that performance of the Services will require CommTank to make decisions based upon judgment rather than upon scientific certainties. The Client, in accepting the Contract, acknowledges the inherent risks to the Client and to the Property of the performance of the Services.

2. **Right of Entry.** The Client grants to CommTank, its agents, employees, consultants, contractors, and subcontractors, right of entry to the Property to perform the Services. If the Client does not own the Property, the Client warrants and represents by acceptance of the Contract that it has authority and permission, and will provide evidence of such authority and permission, of the Property owner and/or occupant to grant CommTank a right of entry. If the Contract is accepted it is the responsibility of the Client to ensure that CommTank's employees, consultants and contractors can perform the services without interference from any other companies, persons or crafts. Additional compensation from Client to CommTank would be required to be paid to settle any trade jurisdictional issues.

3. **Subsurface Explorations and Excavation.**
 - A. **Normal Disturbance:** The Client hereby acknowledges that the use of exploration and excavation equipment with a reasonable degree of care can affect, alter, or damage the terrain, and may affect vegetation, buildings, structures, and equipment in, at, or nearby, the Property. The Client accepts the fact that this possibility is inherent to performance of the Services and will not hold CommTank liable for any such effect, alteration, or damage and will defend and hold harmless CommTank in the event of damage claimed by any party.

 - B. **Damage to Subsurface Structures:** CommTank will use Dig Safe, in accordance with State laws, to perform a ground survey in order to identify underground utilities, and exercise a reasonable degree of care using Client plans and information to locate subterranean structures in the course of the proposed subsurface explorations and excavations at the Property. CommTank will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable, underground utilities, or any other element or condition not called to its attention or not shown, or accurately located, on any plans furnished to CommTank by the Client or by any other party, public or private, prior to commencement of the Services.

4. **Notice of Hazards.** The Client represents and warrants that it has provided CommTank with any and all notice, information, and documents with respect to the existence or suspected existence of any oil or hazardous substances, or asbestos (as such hazardous substances are defined in any pertinent State and Federal laws or other laws) in, on, under, or around, the Property. The Client will advise CommTank immediately of any information the Client gains regarding any such potentially hazardous substances, asbestos, or condition.

5. **Disposal of Hazardous Samples.** If samples collected from the Property contain substances defined as "hazardous material" or "oil" by governmental laws and regulations, CommTank shall have the right to: 1) dispose of samples by contracting with a qualified waste disposal contractor; or 2) according to the Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site. If the Client requests in writing that any such sample be retained for more than thirty (30) days, CommTank will store such samples at the Client's expense, and the Client will pay an additional fee for storage of samples of a hazardous nature. The Client will provide all signatures for, and shall pay all costs and expenses associated with, the collection, storage, transport and disposal of samples.

6. **Incurred Expenses, Billing and Payment.** The Client will pay CommTank for the Services upon completion according to the rate and charges set forth in the Contract. Client will also be responsible and at CommTank's discretion may be billed for the use of any scheduled resources (including any staff time, equipment use and rental fees) that cannot be reasonably redeployed after a last minute cancellation or postponement caused by the client. Invoices for the Services will be submitted to the Client in writing as CommTank shall elect, and will be due upon receipt. Invoice balances remaining unpaid for thirty (30) calendar days after invoice date will bear interest from the invoice date at one and a half (1.5%) percent per month, or at the maximum lawful interest rate if less than this amount. If the Client fails to pay any invoice in full within ten (10) days after the invoice date, CommTank may, at any time and without thereby incurring any liability, elect to terminate performance of further services upon five (5) days prior written notice to the Client. Notwithstanding any such termination of services by CommTank, the Client will pay CommTank in full for all services rendered by CommTank prior to the date of termination of services plus all interest, termination costs and expenses incurred by CommTank. The Client shall reimburse CommTank for all costs and expenses of collection, including reasonable attorney fees. CommTank's non-exercise of any rights or remedies whether specified or not will not be deemed a waiver of any such rights or remedies, nor preclude CommTank from exercising any rights and remedies under this Contract or at law. CommTank reserves its right to withhold submission of any and all information, data, and reports gathered by it, if the Client has not paid an invoice in full. The Client will be responsible for any and all state and federal fees associated with services rendered by CommTank.

7. **Indemnification.** The Client agrees that CommTank and any Licensed Site Professional employed thereof have neither created nor contributed to the creation of any oily or hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is present at the Property before commencement of the Services, or may after termination of the Services be discovered or introduced at the Property. The Client agrees to defend, indemnify and hold harmless CommTank, its subcontractors, consultants, agents, officers, directors, employees and any Licensed Site Professionals employed or subcontracted from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic, or consequential, including reasonable attorneys' fees, court and arbitration costs, sustained or alleged by a person or entity other than the Client, based upon or arising in connection with: 1) a release of oily or hazardous materials, or pollutants; 2) bodily injury including death and property damage (real or personal) or any other claim of damage, expense or loss, caused by the release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of or remedial action taken because of the release or suspected release of hazardous materials or pollutants; 4) any federal, state, local or other governmental fines, penalties, liens or fees related to oily or hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials or processes containing asbestos.

8. **Limitation of Liability.** In all situations involving the performance or non-performance of the Services, CommTank's liability is limited: (1) to repeat that portion of the Services that is affected; or (2) if the affected part cannot be corrected, to return any fee paid by the Client for the Services. For any other claim concerning performance or non-performance by CommTank of the Services, CommTank's liability and the liability of any subcontractors employed by CommTank will be limited to the compensation received for the Services. CommTank, and any Licensed Site Professionals employed by it will not be liable for any damage unless caused as a direct result of CommTank's performance of the Services. CommTank does not undertake any responsibility to report any suspected conditions existing on the Property that may pose a threat to human health, safety, welfare or the environment to any federal, state, county or local public agencies.

9. **Governing Law; Severability; Modifications.** The agreement between CommTank and the Client as set forth in the Contract and in this Contract is governed by and enforceable in accordance with the laws in the state in which the work occurs. The provisions of this Contract are severable; the invalidity of any part will not invalidate the remainder nor the remainder of any portion. This Contract cannot be changed orally or by any course of conduct. Any change must be acknowledged in writing by CommTank. The provisions of this Contract take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice to proceed, report, or other document.

10. **Warranty Information.** The Granby Aboveground Storage Tanks are backed by a manufacturer's warranty (see www.granbytanks.com for details). The Roth Aboveground Storage Tanks are subject to the warranty certificate provided at the time of installation. CommTank will warrant all materials and labor supplied by CommTank from defect for a period of one (1) year.

Unless specified in this contract as one of the tasks to be performed, CommTank does not anticipate encountering groundwater, ledge, or bedrock. In addition, for the purpose of this contract, it is assumed that the condition of the soil is stable and the installation of shoring is not needed.

CUSTOMER AGREES TO THE FOLLOWING PAYMENT SCHEDULE:

50% UPON ACCEPTANCE OF THIS CONTRACT
50% UPON COMPLETION OF WORK

RECEIPT OF THIS CONTRACT DATED January 30, 2020 IS ACKNOWLEDGED AND ACCEPTED ALONG WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, PLEASE EXECUTE ONE COPY BY SIGNING IN THE SPACE PROVIDED BELOW AND RETURNING THE EXECUTED COPY TO: COMMTANK, INC., 84 NEW SALEM STREET, WAKEFIELD, MA 01880. NOTE THAT BY SIGNING THIS AGREEMENT, YOU WARRANT THAT YOU ARE A DULY AUTHORIZED SIGNATORY OF THE CLIENT.

(Authorized Signature) (Title) (Date)