



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING AGENDA  
AMENDED**

July 21, 2015  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**1. SCHEDULE**

- a) [Joint Meeting with DPW Advisory Committee – Road Repair List](#)

**2. APPOINTMENTS**

- a) [Connor O'Toole –Auxiliary Grafton Fire Dept , Station 1](#)
- b) [Anthony Boiardi – Auxiliary Grafton Fire Dept, Station 1](#)
- c) [Cullen Franz – Auxiliary Grafton Fire Dept, Station 3](#)
- d) [Seth Wood - Auxiliary Grafton Fire Dept, Station 3](#)
- e) [Peter Trettel – Auxiliary Grafton Fire Dept, Station 3](#)
- f) [Wayne Tripp – Special Police Officer](#)
- g) [John Harrington – Special Police Officer](#)
- h) [Monique Farrar – Part Time Administrative Asst. Treasurer Collector's Office](#)

**3. RESIGNATIONS**

- a) [Lt. Wayne Tripp \(Retirement\) - Grafton Police Department](#)
- b) [Sgt. John Harrington \(Retirement\) – Grafton Police Department](#)
- c) [Deborah Rosebrooks – DPW Office Manager](#)

- d) [Mary Rose Paradis – Tufts Representative on EDC](#)

#### **4. NEW BUSINESS**

- a) [Vote to Sign Chapter 90 – Winter Recovery Assistance Program](#)
- b) [Vote to Sign Chapter 90 - Amendment for the Purchase of the MT6 Trackless](#)
- c) [Vote to sign DPW Annual Contracts](#)

#### **5. SELECTMEN REPORTS / TA REPORTS**

#### **6. CORRESPONDENCE**

#### **7. DISCUSSION**

- a) [Traffic Speed at the Common](#)
- b) [Fall Workshop Schedule](#)
- c) [Jordan's Garage/Boulevard update](#)
- d) [FSA & Consulting Services for LPG](#)

#### **8. MEETING MINUTES**

##### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)  
Litigation Update  
Litigation Strategy  
Union Negotiations  
Land Negotiation  
Non Union Negotiations  
Strategy for Negotiations  
Minutes

##### **ADJOURN**

The DPW Advisory Committee will discuss the Road Repair list for the upcoming fiscal year.

Street Name	From	To	Length	Alternative	Cost	Benefit
<b>2016</b>						
ADAMS RD	150' S OF VALLEYVIEW (S)	150' N OF VALLEYVIEW (S)	300	Structural Improve A/C	\$ 10,614.07	28.95
ADAMS RD	MERRIAM RD	150' S OF VALLEYVIEW (S)	3076	Base Rehab A/C + Drainage	\$ 362,765.60	24.98
CARROLL RD	WORCESTER ST	JANET CIR	1754	Base Rehab Local	\$ 154,906.68	7.13
CARROLL RD	JANET CIR	100' S OF BICKNELL RD	1890	Base Rehab Local	\$ 150,440.40	6.81
INSTITUTE RD	EAST ST	WESSON ST	1766	Base Rehab A/C + Drainage	\$ 208,271.80	22.71
MERRIAM RD	MEADOWBROOK RD	ADAMS RD	1226.9	Base Rehab A/C	\$ 90,574.97	26.86
SIBLEY ST	455' N OF OLD UPTON RD	UPTON RD	2217	Base Rehab Local	\$ 156,876.07	8.81
WATERVILLE ST	NORTH MAIN ST	220' N OF NORTH MAIN ST	220	Base Rehab A/C	\$ 27,842.29	43.96
WATERVILLE ST	220' N OF NORTH MAIN ST	WESTBORO RD	3251	Prev. Maint w/Patch	\$ 57,423.22	88.69
WESSON ST	INDIAN PATH	NORTH ST	955	Structural Improve A/C	\$ 35,738.42	30.27
WESTBORO RD	300' E OF PINE ST	WESTBORO TOWN LINE	2603	Structural Improve A/C	\$ 128,932.74	56.28
WESTBORO RD	668' E OF N MAIN ST	545' E OF N MAIN ST	830	Base Rehab Local	\$ 67,540.91	9.08
WESTBORO RD	NORTH MAIN ST	668' E OF N MAIN ST	668	Base Rehab Local	\$ 61,448.43	8.32
<b>Total miles: 3.9312</b>					<b>\$ 1,513,375.60</b>	

If the Board in agreement, the Board will vote to appoint Connor O'Toole to the Auxiliary Grafton Fire Dept, Station 1.

If the Board in agreement, the Board will vote to appoint Anthony Boiardi to the Auxiliary Grafton Fire Dept, Station 1.

If the Board in agreement, the Board will vote to appoint Cullen Franz to the Auxiliary Grafton Fire Dept, Station 3.

If the Board in agreement, the Board will vote to appoint Seth Wood to the Auxiliary Grafton Fire Dept, Station 3.

If the Board in agreement, the Board will vote to appoint Peter Trettel to the Auxiliary Grafton Fire Dept, Station 3.



**Michael E. Gauthier**  
Fire Chief

## **TOWN OF GRAFTON FIRE DEPARTMENT**

26 Upton Street • Grafton, MA 01519  
508-839-4606 • Fax 508-839-8520

July 15, 2015

Mr. Timothy McInerney, Town Administrator  
Municipal Center  
30 Providence Road  
Grafton, MA 01519

Dear Mr. McInerney:

I am recommending the attached applicants for appointment to the Auxiliary of the Grafton Fire Department,

Assigned to Station 1:

Mr. Mr. Connor O'Toole, 37 Cortland Way and  
Mr. Anthony Boiardi,, 89 Keith Hill Road.

Assigned to Station 3:

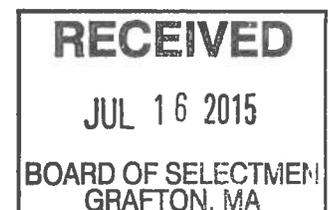
Mr. Cullen Franz, 24 Taft Mill Road,  
Mr. Seth Wood, 24 Juniper Lane and  
Mr. Peter Trettel, 112 Main Street.

Yours truly,

Michael E. Gauthier,  
*Fire Chief*

MEG:cb

Cc: Station 1,2,3  
File  
Attch: Applications



If the Board in agreement, the Board will vote to appoint Wayne Tripp to Special Police Officer.

If the Board in agreement, the Board will vote to appoint John Harrington to Special Police Officer.

**Objective:** Utilize my organizational, managerial, interpersonal, and team building skills to obtain a new career in a financial field.

**Summary of Qualifications:**

- Over ten years of experience in Management, Customer Service
- Strong individual performer and works well in a team environment
- Adept at coordinating/prioritizing team and individual projects
- Strong interpersonal skills, flexible, and swift on the learning curve
- Proficient at Microsoft Office 2010

**Work Experience:**

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May 2003-  
Nov. 2008      **Petco Groomer: Auburn, MA**

- Assisting customers on the phone as well as in store to schedule appointments and build business
- Managing time efficiently to provide customers with exceptional service as well as maintain quality in my work
- Completed a 6 month training program to be a Petco certified groomer
- Reaching daily sales goals in relation to budget

Nov. 2008-  
April 2012      **Grooming Salon Manager: Dayville, CT**

- Hiring, training, and scheduling of over 10 employees
- Supervised daily operations to provide efficient, courteous, and consistent service
- Ordering inventory, shipment invoices
- Assessing yearly budget in relation to weekly sales
- Certified Grooming Trainer

**Education:**

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2011-present      **Quinsigamond College**, Worcester MA

- Course work includes: Accounting, Finance, Management, Computers
- Date of graduation 2015

1998-2002      **Shepherd Hill Regional High School**, Dudley, M.A.

- 2002 Graduate

If the Board in agreement, the Board will vote to accept the retirement of Lt. Wayne Tripp from the Grafton Police Department.

**DATE:** May 2, 2015  
**TO:** Chief Normand A. Crepeau, Jr.  
**FROM:** Lieutenant Wayne D. Tripp  
**SUBJECT:** Retirement Status Update

As a follow up notice to my previous letter, (dated November 18, 2014) indicating my consideration of application for retirement as a full time officer from the Grafton Police Department; Be advised that I have chosen Saturday, July 25<sup>th</sup>, 2015 as my effective date of retirement from my full time status as a police officer. I have filed application with the Worcester County Retirement Board System and notified the Grafton Treasurer/Collector's office that I will be retiring from full time status effective that date.

As per my previous request I would submit for your consideration appointment as a part time officer to continue serving the Town of Grafton in that capacity.

Respectfully Submitted,



Lieutenant Wayne Tripp  
Grafton Police Department

cc: Timothy McInerney  
Town Administrator  
Town of Grafton

If the Board in agreement, the Board will vote to accept the retirement of Sgt. John Harrington from the Grafton Police Department.

To: Chief Norman Crepeau

From: Sgt. John Harrington

I would like to make a correction on my retirement day that being July 25,2015 instead of July 31,2015. The last pay period in July. I again would like to thank you and the town of Grafton for allowing me to have a great job and career. I again would like to stay on the Grafton Police Dept. in a part-time position.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "J. Harrington", written in a cursive style with a long, sweeping flourish at the end.

Sgt. John Harrington

If the Board in agreement, the Board will vote to accept the resignation of Deborah Rosebrooks from the Office Manager of the DPW position.

Deborah Mary Rosebrooks  
12 Douglas Road  
Oxford, MA 01540  
508-987-5559

July 2, 2015

To whom this may concern;

Please accept this letter as my two week notice, as I will be resigning as the DPW Office Manager. I want to thank you for the opportunity I have had working for the Town of Grafton; it has been a great experience.

Sincerely,

  
Deborah M. Rosebrooks

If the Board is in agreement, the Board will vote to accept the resignation of Mary Rose Paradis from the EDC.



CUMMINGS SCHOOL OF  
VETERINARY MEDICINE

Department of Clinical Sciences

Board of Selectmen  
Town of Grafton

June 13, 2015

Dear Board of Selectmen,

For the past 2 years I have had the honor of being The Cummings School of Veterinary Medicine, Tufts University representative on the Economic Development Commission for the Town of Grafton. Over this period of time I worked with a wonderful, committed group of people on the commission who were focused on making Grafton the town in which people would want to come to live and work. I also learned more about the town and the people who guide it through the day to day business than I have in the 32 years that I have lived here. It was a great opportunity.

As of June 30, 2015, I have retired from Tufts University and therefore feel that I cannot represent their needs effectively. Therefore this is my resignation letter for the EDC. I encourage you to work with Dean Debbie Kochevar to find another representative from the school. The Cummings School is a good partner for the town.

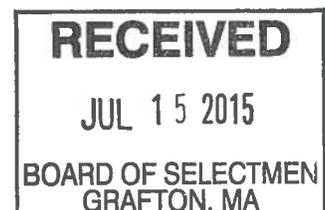
Thank you for the opportunity to work with the EDC and I will follow the town's efforts in this area more closely now that I understand how it works!

Sincerely,

A handwritten signature in blue ink that reads "Mary Rose Paradis".

Mary Rose Paradis DVM, MS  
Associate Professor Emerita  
Tufts University

*cc Economic Development Commission*



If the Board is in agreement, the Board will Vote to Sign Chapter 90 Paperwork for the Winter Recovery Assistance Program.



WINTER RECOVERY ASSISTANCE PROGRAM
CHAPTER 90 - REIMBURSEMENT REQUEST

updated 8/2012

City/Town: Grafton Project: Ferry Street Reconstruction

Project request was approved on March 19, 2015 for \$75,332.00

at 100% Reimbursement Rate = \$75,332.00

- 1) Attached are forms which document payment of approved expenditures totaling \$75,000.00 for which we are requesting \$75,000.00 at the approved reimbursement rate of 100%.
2) The amount expended to date on this project is \$75,000.00
3) Is this request for a FINAL payment on this project? [X] Yes [ ] No

4) Remarks: Work was performed as part of the Winter Recovery Assistance Program.

CERTIFICATION

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

[Signature] (Signed) Engineer (Municipal Highway Official Title) 7/16/2015 (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by (Accounting Officer's Title) Signed: (Duly Authorized)

DATE

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

TO (OWNER):  
 #4925  
 Town of Grafton  
 Mr. Brian Szczerko, Town Engineer  
 Grafton Memorial Municipal Center  
 30 Providence Road  
 Grafton, MA 01519

PROJECT:  
 Asphalt Paving FY 2016  
 #5682  
 B2C  
 Ferry Street

FROM (CONTRACTOR):  
 J.H. Lynch & Sons, Inc.  
 P. O. Box 319, 18 McCracken Road  
 Millbury, MA 01527

Phone # (508) 755-8244 Fax # (508) 755-0593

APPLICATION NO: 1  
 PERIOD TO: 06-15-15  
 PERIOD FROM:

PARTIAL INVOICING  
 FINAL INVOICING  
 Invoice # 568201  
 CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
TOTALS	\$	\$	\$
Net change by Change Orders	\$	\$	\$

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 1,568,787.00  
 2. Net change by Change Orders..... \$  
 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 1,568,787.00  
 4. TOTAL COMPLETED & STORED TO DATE..... \$ 75,000.00  
 (Column G on G703)

5. RETAINAGE:  
 a. \_\_\_% of Completed Work (Column D & E on G703) \$  
 b. \_\_\_% of Store Material (Column F on G703) \$  
 Total Retainage (Line 5a & 5b or Total in Column I of G703)..... \$ 75,000.00

6. TOTAL EARNED LESS RETAINAGE..... \$  
 (Line 4 less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)..... \$  
 8. CURRENT AMOUNT DUE..... \$ 75,000.00  
 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$  
 (Line 3 less Line 6)

CONTRACTOR: \_\_\_\_\_  
 State of: Massachusetts County of: Worcester  
 Subscribed and sworn to before me this 18th day of June, 2015  
 Notary Public: *Rena M. Morrison*  
 My Commission expires: October 13, 2017

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

By: *Walter J. Spadsky* Date: 6/16/2015

AMOUNT CERTIFIED..... \$ 75,000.00  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# Town of Grafton

## Department Revenue and Expenditure Report

From 07/01/2014 to 06/30/2015

Account	Description	Carry Fwd	Amended	Amended Bud	Revenue	Encumb	Expend	Unencum Bal	% Exp
13.420.386.1	BALANCE FORWARD	75,332.00	-138.95	75,193.05			75,193.05	75,193.05	0.00 %
13.420.386.5200	PURCHASE OF SERVICES						75,193.05	-75,193.05	100.00 %
Schedule 0386	<b>WINTER RAPID RECOVERY PROGRAM</b>	<b>75,332.00</b>	<b>-138.95</b>	<b>75,193.05</b>			<b>75,193.05</b>		<b>100.00 %</b>
13.420.698.1	BALANCE FORWARD						75,332.00	75,332.00	0.00 %
Schedule 0698	2015 WRAP - POTHOLE REPAIR						75,332.00	75,332.00	0.00 %
13.420.997.1	BALANCE FORWARD	1,538,894.36	751,150.00	2,290,044.36			5,638.00	2,290,044.36	0.00 %
13.420.997.5200	PURCHASE OF SERVICES						298,007.95	-298,007.95	100.00 %
13.420.997.5400	SUPPLIES						303,645.95	1,986,398.41	100.00 %
Schedule 0997	MA#50813 ATM 05/07	1,538,894.36	751,150.00	2,290,044.36			378,839.00	2,061,730.41	100.00 %
<b>420 Total HIGHWAY DEPARTMENT</b>		<b>1,614,226.36</b>	<b>826,343.05</b>	<b>2,440,569.41</b>	<b>171,778.20</b>		<b>378,839.00</b>	<b>2,233,508.61</b>	
<b>13 Total HIGHWAY IMPROV.</b>		<b>1,614,226.36</b>	<b>826,343.05</b>	<b>2,440,569.41</b>	<b>171,778.20</b>	<b>0.00</b>	<b>378,839.00</b>	<b>2,233,508.61</b>	

**Grand Total**



If the Board is in agreement, the Board will Vote to Sign Chapter 90 Amended Paperwork for the purchase of the MT6 Trackless & Options

AMENDED  
**CHAPTER 90 – PROJECT REQUEST**

8/2012

updated

**\*2 Original Signed Project Request Forms are to be submitted.**

**CONTRACT**

# \_\_\_\_\_

Classification: \_\_\_\_\_

Primary Road: \_\_\_\_\_

Local Road: \_\_\_\_\_

City/Town: Grafton

Location(s): N/A

Length: \_\_\_\_\_ feet                      Width: \_\_\_\_\_ feet

**PROJECT TYPE**

Construction:                       Resurfacing:                       Engineering:                       Equipment:

Other: \_\_\_\_\_

**TYPICAL SECTION DETAILS:** Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: \_\_\_\_\_

Base Course: \_\_\_\_\_

Foundation: \_\_\_\_\_

Shoulders/Sidewalks: \_\_\_\_\_

**SCOPE OF WORK:**

Amended application for purchase of MT6 Trackless & options

**WORK TO BE DONE:**

Force Account:                       Advertised Contract:                       Other: \_\_\_\_\_

Estimated Cost (Please attach estimate and list funding source(s)): \$ 15,000.00

\*\*These funds will pay 100% of Local Road Project costs to the limit of this assignment\*\*

**CERTIFICATION**

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

<b>Reviewed by:</b>	
Signed: _____	_____
State Aid Engineer	Date
Road Classification Verified: _____	
Approved for \$ _____ @ 100%	
_____	_____
District Highway Director	Date

<b>Signed:</b> <u>Bria Segulo</u> <u>7/14/15</u>	
<u>Engineer</u>	_____
Highway Official's Title	Date
_____	
Accounting Official's Title	Date
_____	
Date	Duly Authorized Municipal Officials

## Brian Szczurko

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**From:** Warren, Gary (DOT) [gary.warren@state.ma.us]  
**Sent:** Thursday, June 04, 2015 6:58 AM  
**To:** Brian Szczurko  
**Subject:** RE: Mistake in CH90 request

Good morning Brian,

Just send me an Amendment to the original Project Request for the additional \$15,000.00 you can proceed with the purchase of the machine. Keep this e-mail for your records until the Amendment is processed. In the future just put the amount requested on that line and any other narrative about town or grant money in the space below it. Any questions just give me a call. Sorry for the mix up.

Gary

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

**From:** Brian Szczurko [mailto:SzczurkoB@GRAFTON-MA.GOV]  
**Sent:** Wednesday, June 03, 2015 4:00 PM  
**To:** Warren, Gary (DOT)  
**Cc:** Deborah Rosebrooks  
**Subject:** Mistake in CH90 request

Hi Gary,

Please see the attached CH90 request. There's a discrepancy in the amount requested vs. what the application was approved for. I put in for \$80K from CH90 with \$65K coming from the town, but the application was approved for \$65K in CH90 funds for some reason. Please let me know how we need to go about rectifying this so I can order the machine.

Thanks,

Brian

Brian Szczurko  
Department of Public Works  
30 Providence Road  
Grafton, MA 01519  
508-839-5335 x1124  
[szczurkob@graffton-ma.gov](mailto:szczurkob@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

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

**From:** WorkCentre 7120 DPW [mailto:DPW@town.graffton.us]

**CHAPTER 90 – PROJECT REQUEST**

8/2012

updated

50813-05

CONTRACT

\*2 Original Signed Project Request Forms are to be submitted.

# \_\_\_\_\_

Classification: \_\_\_\_\_

Primary Road: \_\_\_\_\_

Local Road: \_\_\_\_\_

City/Town: Grafton

Location(s): N/A

Length: \_\_\_\_\_ feet      Width: \_\_\_\_\_ feet

**PROJECT TYPE**

Construction:       Resurfacing:       Engineering:       Equipment:

Other: \_\_\_\_\_

**TYPICAL SECTION DETAILS:** Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

**SCOPE OF WORK:**

<u>Purchase of MTC Trackless &amp; options</u>
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**WORK TO BE DONE:**

Force Account:       Advertised Contract:       Other: \_\_\_\_\_

Estimated Cost (Please attach estimate and list funding source(s)): \$ 80,000 CH90 & 65,000 TOWN

\*\*These funds will pay 100% of Local Road Project costs to the limit of this assignment\*\*

**CERTIFICATION**

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

<b>Reviewed by:</b>
Signed: <u>myj. sth</u> <u>5-5-15</u>
State Aid Engineer      Date
Road Classification Verified: <u>N/A</u>
Approved for <u>\$65,000.00 @ 100%</u>
<u>Jonathan Caulfield</u> <u>5/5/15</u>
District Highway Director      Date

<b>Signed:</b> <u>Brian Sgobro</u> <u>2/11/15</u>
<u>Engineer</u> _____
Highway Official's Title      Date
<u>Robert...</u> <u>3/5/15</u>
Accounting Official's Title      Date
<u>3/3/15 Paul Platt</u>
Date      Duly Authorized Municipal Officials

If the Board is in agreement, the Board will Vote to Sign DPW Annual Contracts



## Department of Public Works

Town of Grafton  
30 Providence Road  
Grafton, MA 01519

(508) 839-5335 x 1124 • FAX (508) 839-4602

[dpw@graffton-ma.gov](mailto:dpw@graffton-ma.gov)

[www.graffton-ma.gov](http://www.graffton-ma.gov)

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June 9, 2015

Bids - July 1, 2015- June 30, 2016

### 9:00AM Chip Seal

All States Asphalt	\$1.92 per square yard
Comer Contracting, Inc.	\$1.89 per square yard

### 9:15AM Traffic pavement Markings one-bid

Hi-Way Safety Systems	\$.0389 per L.F. 4" centerline
	\$.0389 Per L.F. 4" Sideline

### 9:30AM Crack seal one-bid

Superior Sealcoat	\$8.00 per gallon
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### 9:45AM Tree Trimming & Removal

#### New England Tree Experts:

Groundman	\$150.00hr
12" chipper	\$ 100.00hr.
60' skyworker	\$ 150.00hr.
Stump grinding	\$ 200.00hr.
Tree's 6"-12"	\$ 100.00hr.

**New England Tree Experts continue:**

Tree's	12" – 18"	\$ 350.00hr.	
Tree's	18" – 24"	\$ 650.00hr.	
Tree's	24" – 30"	\$1,100.00hr.	
Tree's	30" – 36"	\$1,500.00hr.	
Tree's	36" – 42"	\$1,600.00hr.	
Tree's	42" – above	\$1,750.00hr	\$7,650.00

**Northern Tree Service, Inc:**

Groundman		\$ 157.75Hr	
12"chipper		\$ 123.75hr.	
60' skyworker		\$ 35.00hr.	
Stump grinding		\$ 90.00hr.	
Tree's	6"-12"	\$ 150.00hr.	
Tree's	12" – 18"	\$ 300.00hr.	
Tree's	18" – 24"	\$ 425.00hr.	
Tree's	24" – 30"	\$ 900.00hr.	
Tree's	30" – 36"	\$1,400.00hr.	
Tree's	36" – 42"	\$1,800.00hr.	
Tree's	42" – above	\$2,300.00hr	\$7,681.50

**Favreau Forestry**

Groundman		\$ 140.00hr	
12"chipper		\$ 60.00hr.	
60' skyworker		\$ 110.00hr.	
Stump grinding		\$ 100.00hr.	
Tree's	6"-12"	\$ 25.00hr.	
Tree's	12" – 18"	\$ 215.00hr.	
Tree's	18" – 24"	\$ 510.00hr.	
Tree's	24" – 30"	\$ 900.00hr.	
Tree's	30" – 36"	\$ 900.00hr.	
Tree's	36" – 42"	\$ 950.00hr.	
Tree's	42" – above	\$1,580.00hr	\$5,480.00

**North- Eastern**

Groundman		\$ 150.00hr	
12"chipper		\$ 75.00hr.	
60' skyworker		\$ 75.00hr.	
Stump grinding		\$ 75.00hr.	
Tree's	6"-12"	\$ 50.00hr.	
Tree's	12" – 18"	\$ 100.00hr.	
Tree's	18" – 24"	\$ 480.00hr.	

**NorthEastern -Tree Continued:**

Tree's	24" – 30"	\$ 640.00hr.	
Tree's	30" – 36"	\$ 840.00hr.	
Tree's	36" – 42"	\$ 980.00hr.	
Tree's	42" – above	\$1,080.00hr	\$4,545.00



## Department of Public Works

Town of Grafton  
30 Providence Road  
Grafton, MA 01519

(508) 839-5335 x 1124 • FAX (508) 839-4602

[dpw@grafton-ma.gov](mailto:dpw@grafton-ma.gov)

[www.grafton-ma.gov](http://www.grafton-ma.gov)

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May 21, 2014

### 9:00AM Chip Seal

All States Asphalt	\$1.94 per square yard
Comer Contracting, Inc.	\$2.00 per square yard

### 9:15AM Traffic pavement Markings

Hi-Way Safety Systems	\$.0345 per L.F. 4" centerline \$.0355 Per L.F. 4" Sideline
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Markings Inc.	\$.0395 Per L.F. 4" centerline \$.0395 Per L.F. 4" Sideline
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Quality Renovations	Disqualified No Bond
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### 9:30AM Crack seal

Superior Sealcoat	\$7.90 per gallon
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Cracksealing Inc.	\$7.91 per gallon
-------------------	-------------------

Sealcoat Inc.	\$8.67 per gallon
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### 9:45AM Tree Trimming & Removal

North Eastern Tree Service Inc.	ONLY BIDDER
Groundman	\$150.00hr
12" chipper	\$ 75.00hr.
60' skyworker	\$75.00hr.
Stump grinding	\$75.00hr.
Tree's 6"-12"	\$50.00hr.

**Tree Trimming continue:**

Tree's	12" – 18"	\$ 100.00hr.
Tree's	18" – 24"	\$ 480.00hr.
Tree's	24" – 30"	\$ 600.00hr.
Tree's	30" – 36"	\$ 720.00hr.
Tree's	36" – 42"	\$ 900.00hr.
Tree's	42" – above	\$1,000.00hr

**10:00AM UNIFORMS**

Unifirst Corp.

**ONLY BIDDER**

**Year one:**

Uniforms	\$90.86/6.49	week/employee
Coveralls	\$ .60/.60	week/employee
Jackets	\$ 7.00/.50	week/employee

Year Two - Same

Year three - Same

# TOWN OF GRAFTON

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**DATE: JULY 1, 2015**

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

HI-WAY SAFETY SYSTEMS, INC.  
9 ROCKVIEW WAY  
ROCKLAND, MA 02370

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes as specified in the "Traffic Pavement Markings" Invitation for Bids.

2. The Contract price to be paid to the Contractor by the Town is as follows:

4" CENTERLINE PAINTING \$ .0389 PER /L.F.  
4" SIDELINE PAINTING \$ .0389 PER /L.F.

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

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4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

## 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

## 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before JUNE 30, 2015, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the

specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, ace, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence for property damage and \$1 Million per person and \$1 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the

Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by

either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

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

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Grafton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

\_\_\_\_\_  
Chairman, Board of Selectmen  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

The Contractor by:

  
\_\_\_\_\_  
Signature 6/17/15  
Date  
**Kathy DeLong, President**  
\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Kathy DeLong  
Print Name

Pres  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Kathy DeLong, authorized signatory for  
name of signatory

Hi-Way Safety Systems, Inc., whose  
name of contractor

principal place of business is at 9 Rockview way,

Rockland, Ma does hereby certify under the pains and penalties of perjury  
that Hi-Way Safety Systems, Inc. has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Signature

6/17/15  
Date



**HI-WAY  
SAFETY  
SYSTEMS, INC.**

[www.hiwayss.com](http://www.hiwayss.com)

9 Rockview Way  
Rockland, MA 02370

P: (781) 982-9229  
F: (781) 982-9226

**CERTIFICATE OF VOTE**

At a meeting of the Board of Directors of Hi-Way Safety Systems, Inc. held on January 6, 2015 at which all the Directors were present or waived notice, it was voted that Kathy DeLong is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal thereto; and such extension of any contract or obligation in this company's behalf by Kathy DeLong under seal of this company shall be valid and binding upon this Company.

A true copy  
ATTEST:

  
\_\_\_\_\_  
Kenneth Horn

Place of business: 9 Rockview Way, Rockland, MA 02370

I hereby certify that I am the Director of Hi-Way Safety Systems, Inc. and that Kathy DeLong is duly elected President of said Company, and that the above vote has not been amended or rescinded and remains in full force and as of this date

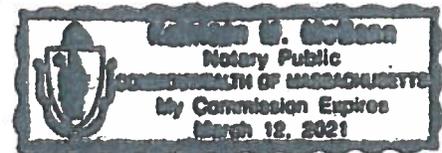
  
\_\_\_\_\_  
Kenneth Horn, Director

State of Massachusetts  
County of Plymouth

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015. My commission expires 3/12/2021.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

  
\_\_\_\_\_  
Kathleen M. McGann, Notary



## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

*See Attached*

SEAL

## CONTRACT CHECKLIST

Initials

- |  |           |
|--|-----------|
| 1. Certification of Signatures <ul style="list-style-type: none"><li>• For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)</li><li>• For LLC: need Manager signature or signed vote of the LLC</li></ul> | <u>KA</u> |
| 2. Certificate of Non-collusion  | <u>KA</u> |
| 3. Insurance Certificate<br>(showing Town as additional insured) <ul style="list-style-type: none"><li>• Matches amount of insurance required under contract</li></ul>   | <u>KA</u> |
| 4. Certificate of Good Faith   | <u>KA</u> |
| 5. Certificate of Tax Compliance   | <u>KA</u> |
| 6. Signed by Contractor <ul style="list-style-type: none"><li>• Matches certification by Corp officer of authority.</li></ul>  | <u>KA</u> |
| 7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State   | <u>KA</u> |

Contract Reviewed by: \_\_\_\_\_

Signature

**Kathy DeLong, President**

Title

Name,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2015

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

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

<b>PRODUCER</b> WM. F. Borhek Insurance Agency 311 Plymouth Street Halifax, MA 02338 Scott C Casagrande	<b>CONTACT NAME:</b> Scott C Casagrande	
	<b>PHONE (A/C, No, Ext):</b> 781-293-6331	<b>FAX (A/C, No):</b> 781-293-2171
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Liberty Mutual Insurance		
<b>INSURER B:</b> Hanover Insurance		
<b>INSURER C:</b> Atlantic Charter Insurance Co		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> HI-Way Safety Systems, Inc. HI-Way Safety Solutions, Inc. K5 Equipment, Inc. 9 Rockvlew Way Rockland, MA 02370	<b>INSURER A:</b> Liberty Mutual Insurance
	<b>INSURER B:</b> Hanover Insurance
	<b>INSURER C:</b> Atlantic Charter Insurance Co
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X XCU X Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-Z11-261796-014	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AMN A519437 00	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			TH7-Z11-261796-034	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV01202800 MA WC POLICY	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

**Project: Grafton MA - 2015 Pavement Markings**  
**Certificate Holder is listed as additional Insured on General Liability coverage as regards to the work performed by the named Insured.**

<b>CERTIFICATE HOLDER</b>  GRAFTON  Grafton Municipal Center 30 Providence Road Grafton, MA 01519	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Scott C Casagrande
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## 2015 LIST OF CONTACTS

<b>24 HR EMERGENCY CONTACT</b>	<p>Jim Casey</p> <p>Bob Flynn</p>	<p>Cell: (781) 635-4943 <a href="mailto:jcasey@hiwayss.com">jcasey@hiwayss.com</a></p> <p>Cell: (781) 635-7438 <a href="mailto:rflynn@hiwayss.com">rflynn@hiwayss.com</a></p>
<b>SCHEDULING</b> <ul style="list-style-type: none"> <li>• Pavement Markings</li> <li>• Traffic Control</li> <li>• Sweeping</li> <li>• Sign Installation</li> </ul>	<p>Ally Bellavance Scheduler</p> <p>Eric Haughn Master Scheduler/ Project Management</p>	<p>Tel: (781) 982-9229 <a href="mailto:abellavance@hiwayss.com">abellavance@hiwayss.com</a></p> <p>Tel: (781) 982-9229 Cell: (781) 635-9751 <a href="mailto:ehaughn@hiwayss.com">ehaughn@hiwayss.com</a></p>
<b>PROJECT SUPERINTENDENT QUALITY CONTROL</b>	<p>Jim Casey</p> <p>Bob Flynn</p>	<p>Cell: (781) 635-4943 <a href="mailto:jcasey@hiwayss.com">jcasey@hiwayss.com</a></p> <p>Cell: (781) 635-7438 <a href="mailto:rflynn@hiwayss.com">rflynn@hiwayss.com</a></p>
<b>SALES</b> <ul style="list-style-type: none"> <li>• Municipalities</li> <li>• General Contractors</li> </ul>	<p>Paul Flynn</p> <p>Ron Beaudoin</p>	<p>Cell: (781) 733-7438 <a href="mailto:pflynn@hiwayss.com">pflynn@hiwayss.com</a></p> <p>Cell: (781) 733-5961 <a href="mailto:rbeaudoin@hiwayss.com">rbeaudoin@hiwayss.com</a></p>
<b>CONTRACT ADMINISTRATION</b>	<p>Kathy DeLong</p>	<p>Tel: (781) 982-9229 <a href="mailto:kathy@hiwayss.com">kathy@hiwayss.com</a></p>
<b>BID ADMINISTRATOR</b> <ul style="list-style-type: none"> <li>• Municipalities</li> <li>• General Contractors</li> </ul>	<p>Cheryl McCormack</p> <p>Katy Hallam</p>	<p>Tel: (781) 982-9229 <a href="mailto:cmccormack@hiwayss.com">cmccormack@hiwayss.com</a></p> <p>Tel: (781) 982-9229 <a href="mailto:khallam@hiwayss.com">khallam@hiwayss.com</a></p>
<b>ACCOUNTING DEPARTMENT</b>	<p>Kathy DeLong</p> <p>Kathleen McGann</p>	<p>Tel: (781) 982-9229 <a href="mailto:kathy@hiwayss.com">kathy@hiwayss.com</a></p> <p>Tel: (781) 982-9229 <a href="mailto:kmcgann@hiwayss.com">kmcgann@hiwayss.com</a></p>
<b>PAYROLL DEPARTMENT</b>	<p>Cindy Hunnewell</p>	<p>Tel: (508) 588-6873 <a href="mailto:cduquette@hiwayss.com">cduquette@hiwayss.com</a></p>
<b>SIGN DEPARTMENT</b>	<p>Kelly Hickey</p>	<p>Tel: (781) 982-9229 <a href="mailto:hiwaysigns@hiwayss.com">hiwaysigns@hiwayss.com</a></p>

# TOWN OF GRAFTON

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**DATE: JULY 1, 2015**

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

North-Eastern Tree Service, Inc  
1000 Pontiac Avenue  
Cranston, RI 02920

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and supply to provide Tree Cutting and Removal Services as outlined in the Specifications.

2. The Contract price to be paid to the Contractor by the Town is as follows:

See attached tally sheet.

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2014, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment

or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, ace, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in wiring supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
  
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
  
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

### 28. Severability

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

### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen

mic \_\_\_\_\_ 6/15/15  
Signature Date

\_\_\_\_\_

michael S. Sepe Pres \_\_\_\_\_  
Print Name & Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Michael S. Sepe  
Print Name  
President  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Michael S. Sepe, authorized signatory for  
name of signatory  
North-Eastern Tree Service Inc, whose  
name of contractor  
principal place of business is at 1600 Pontiac Avenue,  
Cranston RI 02920 does hereby certify under the pains and penalties of perjury  
that North-Eastern Tree Service Inc has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Mia                      6/15/15  
Signature                      Date

# EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of North-Eastern Tree Service Inc., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Michael S. Sepe the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on January 1 2015

Michael S. Sepe  
Clerk of Corporation

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
  - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
  - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

NS8

NS8

NS8

NS8

NS8

NS8

NS8

Contract Reviewed by:



Signature

President

Title

Name,

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
INVITATION FOR BIDS FOR  
TREE CUTTING & REMOVAL SERVICES  
BID FORM

This Bid is submitted in accordance with your invitation to bid for the contract work:

The Proposed bid hereunder is to provide Tree Cutting and Removal Services the Town of Grafton in accordance with the specification of the bid documents.

Estimated quantity: **As listed hereunder**

The undersigned having examined carefully the Bid Specifications, the Form of Bid, Summary of Work and Technical Specifications including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

**TRIMMING**

	Estimated Quantity	Hourly Rate	Computed Total
<u>1. GROUNDMAN CREW</u>	80 Hrs.	\$ <u>150.-</u>	\$ <u>12,000.-</u>
<u>2. 12" CHIPPER WITH CHIP BOX</u>	80 Hrs.	\$ <u>75.-</u>	\$ <u>6,000.-</u>
<u>3. 60 ft. SKYWORKER</u>	80 Hrs.	\$ <u>75.-</u>	\$ <u>6,000.-</u>
<u>4. STUMP GRINDING</u>	30 Hrs.	\$ <u>75.-</u>	\$ <u>2,250.-</u>

**REMOVAL**

	Estimated Quantity	Computed Total
6. For removal and disposal of trees greater than six inches (6") and less than twelve inches (12")	10	Price each \$ <u>50.-</u>
7. For removal and disposal of trees greater than twelve inches (12") and less than eighteen inches (18")	10	Price each \$ <u>100.-</u>
8. For removal and disposal of trees greater than eighteen inches (18") and less than Twenty-four inches (24") in diameter	10	Price each \$ <u>480.-</u>
9. For removal and disposal of trees greater than Twenty four (24") and less than Thirty inches (30") In diameter	6	Price each \$ <u>640.-</u>

10. For removal and disposal of trees greater than Thirty (30") and less than Thirty six inches (36") In diameter	6	Price each \$ <u>840.-</u>
11. For removal and disposal of trees greater than Thirty six (36") and less than forty-two inches (42") In diameter	4	Price each \$ <u>980.-</u>
12. For removal and disposal of all trees greater than than forty-two inches (42") in diameter	3	Price each \$ <u>1080.-</u>

13. Please provide pricing for the following (if available) on an hourly basis:

Misc. optional equipment:

18" chipper with operator	\$ <u>95.-</u>
Crane with operator (17 ton)	\$ <u>200.-</u>
75 ft. Skyworker with operator	\$ <u>100.-</u>
20 yard chipper box truck	\$ <u>100.-</u>

Misc. additional personnel:

Foreman	\$ <u>85.-</u>
Climber	\$ <u>80.-</u>

Awarding of contract will not be based on the pricing of optional equipment or additional personnel.

COMMENTS: \_\_\_\_\_

Current Municipalities under Contract SEE LIST ATTACHED

*Mk*  
 \_\_\_\_\_  
 SIGNED  
North-Eastern Tree Service Inc  
 COMPANY OR FIRM  
1000 Pontiac Avenue  
 ADDRESS  
Cranston RI 02920  
 CITY/STATE/ZIP

6/5/15  
 \_\_\_\_\_  
 DATE  
401-941-7204  
 TELEPHONE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/4/2015

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

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

PRODUCER  
**Gencorp Insurance Group**  
 16 Main Street  
  
 East Greenwich RI 02818  
  
 INSURED  
**North-Eastern Tree Service, Inc.**  
 1000 Pontiac Avenue  
  
 Cranston RI 02920

CONTACT NAME: **Lynn Dunham, AAI, AIS**  
 PHONE (A/C No. Ext): **(800) 232-0582** FAX (A/C No.): **(401) 884-0290**  
 E-MAIL ADDRESS: **ldunham@gencorp-ins.com**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: <b>Employers Mutual Casualty Co</b>	<b>21415</b>
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: **CL1461219446** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4D7-61-05	6/15/2014	6/15/2015	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
A	COMMOBILE LIABILITY			4E7-61-05	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder included as additional insured on the General Liability when required by contract.

CERTIFICATE HOLDER

(508) 839-4602

Town of Grafton Massachusetts  
 Department of Public Works  
 Attn Debbie  
 30 Providence Road  
 Grafton, MA 01519

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R Padula, CIC/LDUNHA

# TOWN OF GRAFTON

---

DATE: JULY 1, 2015

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Comer Contracting, Inc.  
1112 Farmington Avenue  
Farmington, CT 06032  
860-677-0603

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple liquid asphalt and stone on properly prepared bituminous streets as specified in the "Chip Seal" Invitation for Bids.

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$1.899 ~~\$1.897~~ square yard

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2015 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable

control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any

other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor

or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence for property damage and \$1 Million per person and \$1 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the

Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

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

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

#### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Grafton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

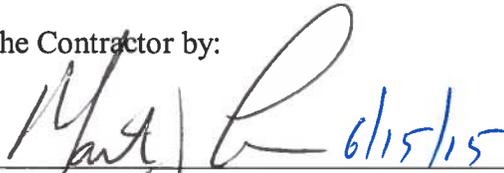
IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

\_\_\_\_\_  
Chairman, Board of Selectmen

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

The Contractor by:

  
\_\_\_\_\_  
Signature 6/15/15 Date  
Martin S. Comer, President  
\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

The Town Of Grafton  
Print Name  
Martin J. Comer, President  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
Martin J. Comer, authorized signatory for  
name of signatory  
Comer Contracting, Inc., whose  
name of contractor  
principal place of business is at 1112 Farmington Ave., Farmington, CT 06032  
does hereby certify under the pains and penalties of perjury  
that Comer Contracting, Inc. has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Martin J. Comer 6/15/15  
Signature Date  
Martin J. Comer, President

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent

(Date)

6/15/15

The undersigned, being the Shareholders of Comer Contracting, Inc., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

- VOTED: That the [~~President and/or the Vice President or named individual~~], ~~each of them acting singly~~ is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Robert M Comer the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on January 26, 2015.

  
Clerk of Corporation

SEAL

# CONTRACT CHECKLIST

Initials

1. Certification of Signatures  
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC

\_\_\_\_\_
2. Certificate of Non-collusion  

\_\_\_\_\_
3. Insurance Certificate  
(showing Town as additional insured)  
  - Matches amount of insurance required under contract

\_\_\_\_\_
4. Certificate of Good Faith  

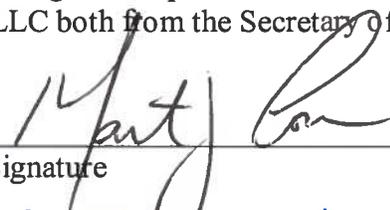
\_\_\_\_\_
5. Certificate of Tax Compliance  

\_\_\_\_\_
6. Signed by Contractor  
  - Matches certification by Corp officer of authority.

\_\_\_\_\_
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State  

\_\_\_\_\_

Contract Reviewed by:

  
\_\_\_\_\_  
Signature

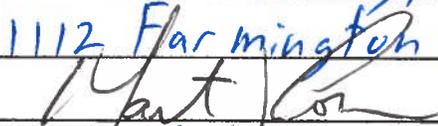
Martin J. Comer, President

Title

Name,

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Company: Comer Contracting, Inc. Telephone: 860 677 0603  
Address: 1112 Farmington Ave, Farmington, CT 06032  
Signed:  Date: 6/15/15  
Title: President





*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

January 12, 2015

To Whom It May Concern:

I hereby certify that the records of this office show that

**COMER CONTRACTING, INC.**

a corporation organized under the laws of Connecticut on November 1, 1965 was qualified to do business in this Commonwealth on December 11, 1995 under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



The Board will discuss traffic speed at the Common.

Grafton Police - Accident Status Report Page: 1

From: 01/12/2012 Thru: 07/15/2015

Location: (ALL)  
 Street(s): GR > GRAFTON COM  
 Zones: (ALL)  
 Weekday(s): (ALL)

<u>12-26-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	DMW	No 02/27/2012 0900	GRAFTON COM @ WORCESTER ST
	Vehicle Owner>	LOCONTO KRISTYN	Veh# 1 <b>STRUCK A SIGN / HIT &amp; RUN</b>
	Operator>	LOCONTO KRISTYN	Veh# 1
<u>12-63-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	REC	No 06/06/2012 1856	GRAFTON COM @ WORCESTER ST
	Vehicle Owner>	GALVIN MICHAEL	Veh# 1 <b>STOP SIGN VIOLATION</b>
	Operator>	GALVIN MICHAEL	Veh# 1
	Vehicle Owner>	KANTOR STEPHEN	Veh# 2
	Operator>	KANTOR STEPHEN	Veh# 2
<u>12-119-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	MPR	No 09/18/2012 1531	GRAFTON COM
	Operator>	REBIDUE LUCAS	Veh# 1 <b>STOP SIGN VIOLATION</b>
	Vehicle Owner>	BENNETT DONNA	Veh# 1
	Operator>	DALY ANDREW	Veh# 2
	Vehicle Owner>	DALY JOANNE	Veh# 2
<u>12-155-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
WORCESTER ST	DMW	No 11/27/2012 1036	GRAFTON COUNTRY STORE / GRAFTON COM @
	Operator>	GERONIMO CYNTHIA	Veh# 1 <b>STOP SIGN VIOLATION</b>
	Vehicle Owner>	EAN HOLDINGS LLC	Veh# 1
	Operator>	MIRANDA ELIANE	Veh# 2
	Vehicle Owner>	CARDOSO ADEMIR	Veh# 2
<u>13-42-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	JJR	No 04/06/2013 1748	WORCESTER ST @ GRAFTON COM
	Vehicle Owner>	GRAHAM JUAN	Veh# 1 <b>STOP SIGN VIOLATION</b>
	Operator>	GRAHAM JUAN	Veh# 1
	Vehicle Owner>	FOX LUANN	Veh# 2
	Operator>	FOX LUANN	Veh# 2
<u>13-45-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	MPR	No 04/12/2013 1937	GRAFTON COM
	Vehicle Owner>	GROSS KAREN	Veh# 1 <b>STOP SIGN VIOLATION</b>
	Operator>	GROSS KAREN	Veh# 1
	Vehicle Owner>	MARKS ROBERT	Veh# 2
	Operator>	MARKS ROBERT	Veh# 2
<u>13-122-AC</u>	<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
	JCC	No 09/28/2013 1510	GRAFTON COM
	Operator>	unknown	Veh# 1 <b>HIT PARKED CAR HIT &amp; RUN</b>
	Vehicle Owner>	CANGELOSI LYNN	Veh# 1
	Vehicle Owner>	HARMILAPI SHILPA	Veh# 2
	Operator>	NAGPAUL GAURAV	Veh# 2

Grafton Police - Accident Status Report Page: 2

From: 01/12/2012 Thru: 07/15/2015

13-135-AC	<u>Officer</u> REC <u>State Rpt/Acc. Date &amp; Time</u> No 10/29/2013 1830 Vehicle Owner> PARABICOLI VICKI Operator> PARABICOLI VICKI Pedestrian> STODULSKI PAUL	<u>Location / Street Names</u> WORCESTER ST @ GRAFTON COM Veh# 1 Veh# 1 FAILED TO YIELD ROW IN CW Veh# 2 Injured
13-153-AC	<u>Officer</u> JCC <u>State Rpt/Acc. Date &amp; Time</u> No 12/12/2013 0856 Vehicle Owner> WOLCZIK MIRIAM Operator> WOLCZIK MIRIAM Vehicle Owner> BOUTROS EMAD Operator> BOUTROS EMAD	<u>Location / Street Names</u> GRAFTON COM Veh# 1 Veh# 1 STOP SIGN VIOLATION Veh# 2 Veh# 2
14-34-AC	<u>Officer</u> DMW <u>State Rpt/Acc. Date &amp; Time</u> No 02/20/2014 1232 Operator> MOONA DOMINIC Vehicle Owner> GLS LEASECO Vehicle Owner> MAZZEO JEFFREY Operator> MAZZEO JEFFREY	<u>Location / Street Names</u> GRAFTON COM Veh# 1 TT TRUCK TURNING HIT V2 Veh# 1 Veh# 2 Veh# 2
14-48-AC	<u>Officer</u> NAM <u>State Rpt/Acc. Date &amp; Time</u> No 03/27/2014 0919 Operator> MARCHETERRE REMI Vehicle Owner> EXPRESS FRONTIERES LTEE Operator> TRIPP WAYNE Vehicle Owner> TOWN OF GRAFTON	<u>Location / Street Names</u> GRAFTON COM Veh# 1 TT TRUCK HIT PARKED CAR Veh# 1 Veh# 2 Veh# 2
14-58-AC	<u>Officer</u> REC <u>State Rpt/Acc. Date &amp; Time</u> No 04/12/2014 1335 Operator> KEAN KELLY Vehicle Owner> KEAN JOANNE Vehicle Owner> SHEA ADAM Operator> SHEA ADAM	<u>Location / Street Names</u> GRAFTON COM @ MILLBURY ST Veh# 1 STOP SIGN VIOLATION Veh# 1 Veh# 2 Veh# 2
14-67-AC	<u>Officer</u> DMW <u>State Rpt/Acc. Date &amp; Time</u> No 05/05/2014 0918 Operator> BRODIE SCOTT Vehicle Owner> BRIDGEWATER RECYCLING INC Vehicle Owner> PROCTOR ANNE Operator> PROCTOR ANNE	<u>Location / Street Names</u> GRAFTON COM Veh# 1 STOP SIGN VIOLATION Veh# 1 Veh# 2 Veh# 2
14-105-AC	<u>Officer</u> NAM <u>State Rpt/Acc. Date &amp; Time</u> No 08/02/2014 1135 Vehicle Owner> MURPHY JOHN Operator> MURPHY JOHN Vehicle Owner> RANGWALA MAIMUNA Operator> RANGWALA MAIMUNA Vehicle Owner> FADDEN GAIL Operator> FADDEN GAIL	<u>Location / Street Names</u> WORCESTER ST @ GRAFTON COM Veh# 1 Injured Veh# 1 Injured STOP SIGN VIOLATION Veh# 2 Veh# 2 Veh# 3 Veh# 3
14-124-AC	<u>Officer</u> DMW <u>State Rpt/Acc. Date &amp; Time</u> No 08/27/2014 0715 Vehicle Owner> WHITE JESSICA Operator> WHITE JESSICA Operator> MACH AMANDA Vehicle Owner> MACH CHRISTOPHER	<u>Location / Street Names</u> GRAFTON COM @ WORCESTER ST Veh# 1 Veh# 1 STOP SIGN VIOLATION Veh# 2 Veh# 2

Grafton Police - Accident Status Report Page: 3

From: 01/12/2012 Thru: 07/15/2015

14-155-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            JJR                    No            10/16/2014 1752</p> <p>Vehicle Owner&gt; LOPRIORE ROBERT            Operator&gt; LOPRIORE ROBERT            Vehicle Owner&gt; ELLIS SKYLYNN            Operator&gt; ELLIS SKYLYNN</p>	<p><u>Location / Street Names</u>            GRAFTON COUNTRY STORE / GRAFTON COM</p> <p>Veh# 1            Veh# 1    <b>STOP SIGN VIOLATION</b>            Veh# 2            Veh# 2</p>
14-165-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            DMW                   No            10/30/2014 0822</p> <p>Operator&gt; CIERPKA MARIUS            Vehicle Owner&gt; MULTI GROUP LOGISTICS INC            Operator&gt; BLAU JARED            Vehicle Owner&gt; BLAU KELLY</p>	<p><u>Location / Street Names</u>            UPTON ST @ GRAFTON COM</p> <p>Veh# 1    <b>TT TRUCK MAKING U-TURN</b>            Veh# 1            Veh# 2            Veh# 2</p>
14-172-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            JMO                   No            11/08/2014 1417</p> <p>Operator&gt; WOOD EMILY            Vehicle Owner&gt; WOOD DERRICK            Operator&gt; NICHOLS JOHN            Vehicle Owner&gt; NICHOLAS SARAH</p>	<p><u>Location / Street Names</u>            GRAFTON COUNTRY STORE / GRAFTON COM</p> <p>Veh# 1    <b>REAR END COLLISION</b>            Veh# 1            Veh# 2            Veh# 2</p>
14-187-AC  WORCESTER ST	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            JJR                    No            11/28/2014 1016</p> <p>Vehicle Owner&gt; SILVERMAN ROBERT            Operator&gt; SILVERMAN ROBERT            Vehicle Owner&gt; LANDER ELONI            Operator&gt; LANDER ELONI</p>	<p><u>Location / Street Names</u>            GRAFTON COUNTRY STORE / GRAFTON COM @</p> <p>Veh# 1    <b>STOP SIGN VIOLATION</b>            Veh# 1            Veh# 2    <b>Injured</b>            Veh# 2    <b>Injured</b></p>
14-196-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            JMB                   No            12/10/2014 0625</p> <p>Operator&gt; JACKSON DANIEL            Vehicle Owner&gt; NEW PRIME INC</p>	<p><u>Location / Street Names</u>            GRAFTON COM</p> <p>Veh# 1    <b>TT TRUCK TURNING HIT STOP SIGN</b>            Veh# 1</p>
14-201-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            JCH                   No            12/24/2014 1706</p> <p>Vehicle Owner&gt; DRISKO JONATHAN            Operator&gt; DRISKO JONATHAN            Vehicle Owner&gt; MCCORMICK WILLIAM            Operator&gt; MCCORMICK WILLIAM</p>	<p><u>Location / Street Names</u>            CENTRAL SQUARE / WORCESTER ST @ GRAFTON COM</p> <p>Veh# 1            Veh# 1    <b>STOP SIGN VIOLATION</b>            Veh# 2            Veh# 2</p>
15-28-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            REC                   No            02/06/2015 1505</p> <p>Vehicle Owner&gt; GROOM EMILY            Operator&gt; GROOM EMILY            Vehicle Owner&gt; KOSIBA RICHARD            Operator&gt; KOSIBA RICHARD</p>	<p><u>Location / Street Names</u>            GRAFTON COM @ WORCESTER ST</p> <p>Veh# 1            Veh# 1    <b>STOP SIGN VIOLATION</b>            Veh# 2            Veh# 2</p>
15-58-AC	<p><u>Officer</u>            <u>State Rpt/Acc. Date &amp; Time</u>            LFO                   No            04/02/2015 1012</p> <p>Vehicle Owner&gt; WILDFEUER STEVEN            Operator&gt; WILDFEUER STEVEN            Operator&gt; VALCOUR VICTORIA            Vehicle Owner&gt; VALCOUR YING</p>	<p><u>Location / Street Names</u>            GRAFTON COUNTRY STORE / GRAFTON COM</p> <p>Veh# 1    <b>Injured</b>            Veh# 1    <b>Injured</b>    <b>STOP SIGN VIOLATION</b>            Veh# 2            Veh# 2</p>

From: 01/12/2012 Thru: 07/15/2015

15-72-AC

<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
JCC	No 05/06/2015 1530	GRAFTON COM
Vehicle Owner>	HODGDON JANE	Veh# 1
Operator>	HODGDON JANE	Veh# 1
Operator>	THAKER SONIA	Veh# 2
Vehicle Owner>	THAKER NITIN	Veh# 2

**STOP SIGN VIOLATION**

15-88-AC

<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
LFO	No 06/15/2015 1243	WORCESTER ST @ GRAFTON COM
Operator>	CARDENAS SHAUNA	Veh# 1
Vehicle Owner>	GELCO CORP	Veh# 1
Vehicle Owner>	JOHNSTON WILLIAM	Veh# 2
Operator>	JOHNSTON WILLIAM	Veh# 2

**Injured STOP SIGN VIOLATION**

15-90-AC

<u>Officer</u>	<u>State Rpt/Acc. Date &amp; Time</u>	<u>Location / Street Names</u>
REC	No 06/20/2015 1548	GRAFTON COM @ WORCESTER ST
Operator>	WOTTON DANIEL	Veh# 1
Vehicle Owner>	WOTTON ROBERT	Veh# 1
Vehicle Owner>	HACKETT JOAN	Veh# 2
Operator>	HACKETT JOAN	Veh# 2

**STOP SIGN VIOLATION**

The Board will discuss the fall workshop schedule.

The Board will provide an update regarding, Jordan's Garage/ Boulevard.

If the Board will discuss FSA & Consulting Services for LPG