



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

**BOARD OF SELECTMEN
MEETING**
August 18, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

- a) [American Legion Post 92 Annual 5.2K Walk](#)

1. SCHEDULE

- a) [Rent Relief Request -Peggy's Place 1 Grafton Common](#)
- b) [E.L. Harvey – BJ Harvey to Discuss Trash Disposal Services](#)

2. APPOINTMENTS

Board of Selectmen

- a) [Timothy J. Myers - "What If" Advisory Committee](#)
- b) [Affordable Housing Trust - Board of Selectmen Member](#)

Town Administrator

- a) [Affirm the appointment of Jenny Andersen - Recreation Director](#)

3. RESIGNATIONS

4. NEW BUSINESS

- a) [One Day Beer and Wine License- Grafton Men's Softball](#)
- b) [Chapter 40 B Exercise Right of First Refusal -16 Tulip Circle](#)
- c) [Chapter 40 B Exercise Right of First Refusal – 60 Flint Pont Drive](#)

- d) [Vote to sign Fin and Feather Sports Contract](#)
- e) [Vote to Sign Dixon Salo Proposal- One Grafton Common](#)
- f) [Vote to Sign Jensen Hughes- Fire Protection Consulting Services Contract](#)
- g) [Vote to Sign Benjamin Fontes -Biomedical Consultation Services Contract](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

[Jordan's Garage – The Boulevard](#)

8. MEETING MINUTES

[8/4/15](#)

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 American Legion Post 92 will be having its annual 5.2K walk on Saturday, September 26, 2015. The walk begins at 11:00 am at the American Legion Post 92 at 60 Worcester Street.

Proceeds will be for the Fish House Boston in Memory of Charles Hurley.

The Fisher House Boston mission statement: "To be responsive to the needs of our guests and go above and beyond what the VA can provide. We strive to meet the basic comfort needs of our guests as well as enhance the healing and supportive environment of the house, during some of the most difficult times in our guest lives."

For more information about the Fisher House and for donations visit their webpage at www.fisherhouseboston.org or Matt Maynard Town of Grafton Waste Water Treatment Plant.

Peggy Marshall owner of Peggy's Place at One Grafton Common will address the Board to request rent relief. Peggy will provide a Purchase and Loss statement.

ADMINISTRATIVE POLICY #103

Rent Relief for Municipal Space

PURPOSE:

To establish guidelines to allow rent relief to tenants who rent space from the Town.

POLICY:

Tenants must supply the following when requesting rent relief:

1. Written request to Town Administrator detailing why they are requesting relief
2. How much of a reduction is requested
3. Two year historic Profit and Loss statements
4. The Town Administrator will consider all submittals
5. The Town Administrator will present to Board any changes to lease terms for final approval

Submitted by: Timothy P. McInerney, Town Administrator

Date: 9/1/09

Approved by: **Board of Selectmen**

Date: 9/1/09

[Handwritten Signature] *[Handwritten Signature]* *[Handwritten Signature]*
[Handwritten Signature] *[Handwritten Signature]*

BJ Harvey of E.L. Harvey will address the Board to discuss Trash Disposal Services.



August 4, 2015

Town Of Grafton
Tim McInerney
30 Providence Rd
Grafton, MA 01519

Tim:

I would like to thank you for the opportunity to provide disposal services to the Town of Grafton.

Located in Westborough, E.L. Harvey & Sons, Inc. is a family owned and privately held company offering recycling and waste disposal services known for providing quality service at competitive rates. Service is our most important commodity and is truly what separates us from the competition. Some of the special features of our service include:

Family owned and operated: An owner is always a phone call away.

Dependable Service: Same day service is the norm. Service within 24 hours is guaranteed!

Emergency repair service available: 7 days a week.

Equipment: continually maintained and painted.

Recycling Education: Nationally recognized program with full support staff for training.

Outstanding safety record/insurance modification: Ratings below 1.0 are exceptional, ours is .78



We are pleased to offer the following options for the disposal of MSW generated in the Town of Grafton. The MSW will be processed at our facility at 68 Hopkinton Rd, Westborough, MA.

2016- \$69.00 per ton

2017-\$70.73 per ton

2018-\$72.49 per ton

2019-\$74.31 per ton

2020-\$76.16 per ton

2021-\$78.07 per ton

2022-\$80.02 per ton

2023-\$82.02 per ton

2024-\$84.07 per ton

2025-\$86.17 per ton

Thank you for the opportunity to be your one source recycling and waste vendor. We look forward to supporting you in any way possible. Please call me if you have any questions or if you'd like to meet again to discuss any of this proposal.

Regards,

BJ Harvey

508-951-7176

If the Board is in agreement, the Board will appoint Timothy J. Myers to the "What if" Advisory Committee.

Timothy J. Myers
209 Magill Drive
Grafton, MA 01519
August 6, 2015

Board of Selectmen
Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Board of Selectmen:

I am writing to express my interest to serve as a resident on the LPG Facility Advisory Committee. I have been a resident of Grafton since 2010. I believe I can provide significant value to this committee based upon my professional experience with LPG systems and their potential hazards.

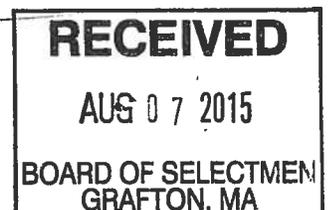
I will briefly describe my professional qualifications in this letter and can provide a copy of my resume should that be helpful. I received a Ph.D. in Chemical Engineering from the University of California, Berkeley and am a Professional Engineer in four states. I am also a member of several National Fire Protection Association (NFPA) technical committees responsible for developing standards for the prevention and mitigation of fires and explosions. In my professional work as an engineering consultant, I investigate fires and explosions and work with clients to reduce fire and explosion hazards in products and industrial facilities. I have testified as an expert witness in both state and federal courts about fire and explosion hazards. This work includes LPG and other gas systems.

In closing, I believe my professional experience would be valuable to the LPG Facility Advisory Committee as they consider potential hazards of the proposed LPG facility. I would be pleased to have the opportunity to serve on the committee. Do not hesitate to contact me if you require additional information.

Sincerely,



Timothy J. Myers



If the Board is in agreement, the Board will vote to appoint a member of the Board of Selectmen to the Affordable Housing Trust.

If the Board is in agreement, the Board will affirm the appointment of Jenny Anderson as the Recreation Director.

JENNY R. ANDERSEN

EXPERIENCE

Nov. 2009 – Present Ski Ward Ski Area Shrewsbury, MA

General Manager (June 2012-Present)

- Oversee outside and inside operations year-round; continue to serve in previous roles in addition to Human Resources and Payroll Manager.
- Increased yearly revenue an average of 30% for the last 2 years.
- Implemented an e-commerce system accounting for 20% of overall sales.

Inside Operations Manager/Director of Sales & Marketing (April 2011-June 2012)

- Monitor base operations and department heads of the snow school, rental shop, and food and beverage departments; maintain role as Customer Service Manager.
- Sell, market, and implement group and corporate outings, sponsorships, promotions and special events.
- Tripled summer revenue in 2nd year of operation.
- Coordinate with state and local officials to obtain new liquor license.

Customer Service and Ticket Operations Manager (Nov. 2009 – April 2011)

- Aid customers with inquiries and sell mountain offerings.
- Maintain company website, social media networks and point-of-sale system.
- Settle end of day reports and manage cash drawers and drops.
- Hire, train, and supervise staff of ten employees at multiple sales points.

May 2009 – August 2011 Town of Acton Recreation Dept. Acton, MA

On-Site Director at North Acton Recreation Area

- Manage daily operation of a waterfront and summer youth program; supervise and schedule a daily staff of 30 employees.
- Assist with executing special events, concerts, and corporate outings.
- Produce and implement operational policies and procedures.
- Monitor daily sales, balance incoming and outgoing monies and reconcile deposits.

June 2000 – Sept. 2008 Nashoba Valley Ski Area Westford, MA

Director of Sales, Service, and Ticket Operations

- Oversee ticket, group, and corporate sales, guest services, and special events.
- Implement and maintain the point-of-sale system, e-commerce sales, and web content.
- Direct trade shows and on-site, online and sponsor promotions.
- Reconcile daily sales, prepare deposits, and produce sales and financial statements.
- Manage ticket office consisting of multiple sales points for year-round, seasonal, and special events; hire, schedule, and train over 30 employees.

EDUCATION

1996 – 2000

University of Massachusetts-Lowell

Lowell, MA

- Bachelor of Science in Mathematics

REFERENCES

Frank Tansey: PepsiCo Consultant and Make-a-Wish Foundation Chairman of the Board

- E-mail: frank.tansey@newhampshire.wish.org, Cell: 603-496-6725

Sallie Kent: Race Director at Nashoba Valley Ski Area

- E-mail: skent@skinashoba.com, Cell: 978-502-5384

Cheryl Getsick: Secretary at Town of Acton Recreation Dept.

- E-mail: cgetsick@acton-ma.gov, Cell: 978-201-4687

If the Board is in agreement, the Board vote to approve a One Day Beer and Wine License for the Grafton Men's Softball League for 9/5, 9/6 & 9/7.

DATE:

Grafton Men's Softball
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

9/5 9/6 + 9/7
Date(s) of Function

Ferry St. Park
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100) | <input type="checkbox"/> Music (\$10) |
| <input type="checkbox"/> Peddler (\$25.00) | <input type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, _____ tables at (\$25) each | <input type="checkbox"/> Innholders (\$25) |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) X 3 |
| <input type="checkbox"/> Auctioneer (\$25) | <input type="checkbox"/> One Day All Alcoholic (\$25) |
| <input type="checkbox"/> One Day Auctioneer (\$10) | <input type="checkbox"/> Second Hand Articles (\$40) |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Grafton Men's Softball

License in name of: Stephen Nicalek

Title: President

Business Address: Ferry St Park
South Grafton, MA ~~01536~~ 01560

Phone No.: 508-410-7764

Residence: 18 Fairlawn St.
N. Grafton, MA 01536

Phone No. 508-839-4352

Name: _____

Manufacturer: _____

Signature of Applicant: Stephen Nicalek

e-mail - snicalek@gmail.com

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Stephen Nicalek

(Print) Name (of individual or Corporation as applicable)

18 Fairlawn St.

Street Address

N. Grafton

MA

01536

City/Town

State

Zip Code



* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

023-52-4502

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 8/3/15

Next Scheduled Meetings of the Selectmen

If the Board is in agreement, the Board will to Exercise Right of First Right of First Refusal at 16 Tulip Circle.



Grafton Affordable Housing Trust

Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

MEMORANDUM

To: Tim McInerney, Town Administrator
From: Ann Morgan, Assistant Planner 
Date: August 7, 2015
Subject: 16 Tulip Circle and 60 Flint Pond Drive

On August 5, 2015 the Trust reviewed correspondence from CHAPA to the Town of Grafton regarding the resale of an affordable unit at 16 Tulip Circle and the request from DHCD for consideration of the resale of an affordable unit at 60 Flint Pond Drive. Trust members present at the meeting were Vice Chairwoman Deborah Kochevar, Clerk Charles Pratt and Members John Carlson and Daniel Crossin.

It is the Trust's understanding that the Board of Selectmen are required to respond to CHAPA and DHCD regarding the Town's option to exercise its Right of First Refusal on the resale of these units.

The Trust voted unanimously 4-0 to recommend that the Town refuse the option to purchase these units or assist the property owners in locating eligible buyers and thereby requiring the monitoring agents (CHAPA and DHCD) to proceed with assisting the owners.

Please contact me if you have any questions. Thank you.



June 24, 2015

President
Vincent O'Donnell

Ms. Brook Padgett, Chairman
Board of Selectmen
The Town of Grafton
30 Providence Road
Grafton, MA 01519

Vice Presidents
Jack Cooper
Charleen Regan

Treasurer
Jeanne Pinado

Dear Ms. Padgett:

Clerk
Naomi Sweitzer

This letter is to inform the Town of Grafton that Citizens' Housing and Planning Association (CHAPA) has been notified by the owner of an affordable property under Chapter 40B, located at 16 Tulip Circle, that Rebecca Klein wishes to sell her affordable property. This affordable home is part of Hilltop Farms, a Chapter 40B project for which CHAPA is the monitoring agency.

Executive Director
Brenda Clement

Based on the affordable housing deed rider for 16 Tulip Circle, CHAPA has determined that the Maximum Resale Price for the above-referenced unit is \$148,500.00. This letter is to notify the town of Grafton of its right of first refusal with respect to this unit. As described in the deed rider, "right of first refusal" means that the town has 60 days to determine if it would like to purchase the unit from the homeowner at the resale price. This 60 day period will commence on June 24, 2015 and end on August 24, 2015.

Please consider this letter notification of the Town's 60-day "right of first refusal" period. As you may expect, the homeowner is anxious to hear back from the Town of Grafton and move forward in selling her property. *If we do not hear from you within the right of first refusal period, we will assume you do not wish to exercise your right of first refusal.*

If the Town of Grafton chooses not to exercise its right of first refusal, CHAPA will assist the owner in locating an eligible buyer. As explained in the deed rider, we have 90 days to market the unit in order to locate an eligible buyer. If CHAPA is unable to locate an eligible buyer within 90 days, CHAPA would propose allowing the homeowner to sell the property to anyone with the deed restrictions still in place, as is consistent with the provisions of the most recent deed rider. In this case, preference would be given to anyone earning 80-120% of the area median income.

We welcome any efforts the Town of Grafton can offer in making potential eligible buyers aware of the unit's availability during the affordable marketing period. A list of no or low-cost marketing ideas the town can utilize is attached to this letter.

Please feel free to contact me at 617-742-0820 with any questions regarding this matter or if the Town of Grafton is interested in purchasing the unit. On behalf of Rebecca Klein, we look forward to hearing back from you soon and working with you during this process.

Sincerely,

Elizabeth Palma-Diaz
Senior Program Manager

cc: Rebecca Klein
Ann V. Morgan, Planning Department

If the Board is in agreement, the Board will to Exercise Right of First Refusal at 60 Flint Pond Drive.



Grafton Affordable Housing Trust

Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

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The Trust voted unanimously 4-0 to recommend that the Town refuse the option to purchase these units or assist the property owners in locating eligible buyers and thereby requiring the monitoring agents (CHAPA and DHCD) to proceed with assisting the owners.

Please contact me if you have any questions. Thank you.

If the Board is in agreement, the Board will vote to sign Fin and Feather Sports Contract.

TOWN OF GRAFTON¹

DATE: APRIL 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

Fin and Feather Sports

Jeff LeClaire

10 Milford Street
Upton, MA 01568

508-529-3901

Jeff LeClaire [finfeather@verizon.net]

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

Four day summer outdoor clinic from Monday to Thursday for July 6 – 9th, July 20th-23th, August 3rd – 6th, 10th -13th, and 17th – 20th from 9am to 2pm. Program will include fishing, archery, canoeing, mapping and compassing, hiking, wilderness survival, etc. Minimum of 5 participates with a maximum of 75 participates.

2. The Contract price to be paid to the Contractor by the Town is: \$180 per child.

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$23,400.00 per week as more fully set forth in the Contractor Documents.

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/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.

3.4 Vendor will not accept any outside registrations.

4. Definitions:

4.1 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

¹ Contract Short Form Recreation and School Departments Services Less than \$25,000.00

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. 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 July 7, 2015 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. 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.

7. 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.

8. Termination and Default:

8.1 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.

8.2 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.

8.3 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.

9. 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.

10. Statutory Compliance:

10.1 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.

10.2 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.

11. 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.

12. 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).

13. 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. 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.

14. 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.

15. 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.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, 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.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. 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.

19. 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. 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.

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.

20. Insurance

20.1 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.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 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.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per

person and \$3 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 there from.

- 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.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIA" 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.

- d. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

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:

Town Administrator Date

Signature Date

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:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at

_____ does hereby certify under the pains and penalties of
perjury that _____ has

name of contractor

paid all 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.

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Jeff Leclair of Fin & Feather's which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.

2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton Recreation Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

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:

Town Administrator Date

Signature Date

Print Name

Print Name & Title

If the Board is in agreement, the Board will vote to sign the Dixon Salo proposal to provide Architectural and Engineering Design Services for the proposed Alteration and Addition to the Grafton Town House.



DIXON SALO
ARCHITECTS
INCORPORATED

NEIL R. DIXON, Principal
WAYNE O. SALO, Principal

August 4, 2015

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

RE: Proposal for Architectural and Engineering Services
Proposed Alterations and Addition
Grafton Town House
One Grafton Common
Grafton, MA 01519

Dear Mr. McInerney:

Dixon Salo Architects, Inc. is pleased to submit this Proposal to provide Architectural and Engineering Design Services for the proposed Alterations and Addition to the Grafton Town House, One Grafton Common, Grafton, Massachusetts.

This proposal is for the continuation of services included in our agreement dated March 23, 2015 and is based upon the following understanding of the scope of work to be accomplished at the exterior of the building:

- Masonry repairs (pointing and brick replacement) to existing brick masonry.
- Application of waterproofing treatment of existing exterior brick masonry.
- Repairs to existing window frames, sash and hardware.
- Removal and replacement of existing aluminum combination storm and screen windows.
- New interior storm sash at windows at the front of the building at the first floor under the portico.
- Construction of a new two story addition to the building above the existing vault area.
- Construction of a new four story stair structure adjacent to the existing vault and proposed addition.
- Painting of all exterior wood trim surfaces not previously painted under the Comprehensive Accessibility and Assembly Alterations Project.

Our Services will include the following:

Phase 1, Limited Schematic Design Phase

(Included in our agreement dated March 23, 2015 and not included in this proposal)

1. Field verification and document (Cadd) existing conditions at exterior windows and brick masonry.



DIXON SALO
ARCHITECTS
INCORPORATED

NEIL R. DIXON, Principal
WAYNE O. SALO, Principal

Mr. Timothy P. McInerney
August 4, 2015
Page 2.

1. Preparation of Schematic Design Floor Plans and Exterior Elevation Drawings to delineate the scope of work as noted above.
2. Preparation of a preliminary construction cost estimate.

Phase 2, Completion of Schematic Design Phase (beyond those services included in Phase 1 above)

1. Further development and preparation of Schematic Design Floor Plans and Elevations.

Phase 3, Design Development Documents Phase

1. Based upon approved Schematic Design Drawings, Prepare Design Development Documents consisting of Floor Plans, Elevations, Preliminary Details, Outline Specification and Preliminary Construction Cost Estimate.

Phase 4, Construction Documents Phase

1. Based upon approved Design Development documents prepare Construction Documents consisting of Drawings and Specifications sufficient for Public Bidding, Building Permit Application and Construction.
2. Preparation of a Construction Cost Estimate.

Phase 5, Bidding & Negotiation Phase

1. Assist the Town of Grafton in soliciting bids and awarding a contract for the construction of the proposed Alterations and Additions.

Phase 6, Construction Administration Phase

1. Preparation of Construction Control Affidavits and stamped drawings required for Building Permit Application.
2. Construction Administration Services as required by the Construction Control provisions of the Massachusetts State Building Code consisting of shop drawing and submittal review, site visits and reports, review of contractor applications for payment Additional services or visits when requested and authorized will be invoiced hourly per the attached rate schedule.

Project Team

Architect

Dixon Salo Architects, Inc.
Neil Dixon, Principal in Charge

Structural Engineer

Johnson Structural Engineers, Inc.
Robert Johnson, Principal Engineer



**DIXON SALO
ARCHITECTS
INCORPORATED**

NEIL R. DIXON, Principal
WAYNE O. SALO, Principal

Mr. Timothy McInerney
August 4, 2015
Page 3,

Plumbing, Fire Protection & HVAC
Engineer
Seaman Engineering Corp.
Kevin Seaman, Principal Engineer

Electrical Engineer
Shepherd Engineering, Inc.
John Shepherd, Project Engineer

The proposed fee for services is as follows:

Schematic Design Phase	9,060.00 (does not include Phase 1 services)
Design Development Phase	7,780.00
Construction Documents Phase	17,075.00
Bidding and Negotiation Phase	2,890.00*
Construction Administration Phase	<u>20,310.00*</u>
Total	\$57,115.00

*Based upon separate bidding and contractor. If these services were to be performed Simultaneously with the Interior Completion work there would be a significant savings For these two phases of services.

The following services are not included in this proposal:

1. Civil or Site Engineering.

Additional or supplemental services, when requested or authorized, will be invoiced at our standard hourly rates indicated on the enclosed Rate Schedule.

Reimbursable expenses for prints, postage, etc. will be invoiced at our standard rate of 1.2 time actual cost.

We are in a position to start work on the continuation of the Limited Schematic Design Phase of services upon completion of that phase of the project and your authorization to proceed.

If you should have any questions please do not hesitate to call.

Thank you for considering Dixon Salo Architects, Inc. to assist you in this endeavor. We look forward to having the opportunity of continuing the efforts of restoring this building to becoming a vital part of the Grafton Community.



**DIXON SALO
ARCHITECTS
INCORPORATED**

NEIL R. DIXON, Principal
WAYNE O. SALO, Principal

Mr. Timothy McInerney
August 4, 2015
Page 4.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
Enclosure: Rate Schedule

AUTHORIZATION TO PROCEED
Town of Grafton
Board of Selectmen
By _____



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

RATE SCHEDULE

EFFECTIVE THROUGH DECEMBER 2015

Invoices are based on hours worked, including travel time. Where an estimated total has been given, it is not an upset figure but is provided solely to aid in project planning. Our hourly rates are:

PRINCIPAL	\$ 150.00
SENIOR PROJECT ARCHITECT	125.00
SENIOR PROJECT MANAGER	115.00
PROJECT MANAGER/DESIGN	100.00
DRAFTER	90.00
PROJECT SUPPORT	40.00

If the Board is in agreement, the Board will vote to sign Jensen Hughes-Fire Protection Services Contract.

TOWN OF GRAFTON

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

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

Jensen Hughes
Jeremy Lebowitz, PE
1661 Worcester Road, Suite 501
Framingham, MA 01701
508-624-7766
Fax: 508-624-7718
jlebowitz@jensenhughes.com

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

A. INCLUDED SERVICES

The Contractor will provide the following Scope of Services to the Town.

1. Attend a site meeting with the client in Grafton, MA, to include: a tour of the G&URR facility on Westboro Road; a tour of Grafton Fire Department Stations One, Two and Three and review of fire department policies and equipment; a high-level review of the project, and time to address any initial fire/life safety related questions. The intent of this item is to become familiarized with the project and fire-fighting response capability. One day is budgeted for two engineers.
2. Review of the following documentation:
 - i. Applicable Codes pertaining to propane gas fire protection.
 - ii. Literature regarding past propane tank incidents at similar facilities.
 - iii. Proposed site installation plans, including equipment (process & instrumentation diagrams) and setbacks. Our review will be limited to the property at Westboro Road, including LPG-related railway operations, transloading from railcar / to trucks, and storage.

- iv. Documentation of fire department response protocols, equipment and apparatus, including 1st Alarm Assignment.
3. Review the hazard analysis prepared by G&URR. Specifically, review will include key assumptions, process components, qualitative risk criteria, hazard identification and characterization, emergency control measures, impact to neighbors / offsite consequence analysis, and recommended protective features.
4. Deliver a draft report documenting the above detailed review. The report will include, at a minimum, the following sections:
 - i. Major fire protection and life safety requirements associated with the proposed transport, transloading and storage of LPG, as detailed in the Applicable Codes.
 - ii. A comparison of the proposed site with the extents of propane release / damage from comparable propane tank incidents, based on literature review.
 - iii. Review comments pertaining to the G&URR fire safety analysis, which will address the items noted in Item 3, immediately above.
 - iv. Analysis of adequacy of Grafton Fire Department Stations One, Two and Three with respect to the hazards identified in Part 4b above, and review of 1st Alarm Assignment.
 - v. Recommendations for further refinements to the fire safety analysis and/or upgrades to the first department response capabilities.
5. Attend one half-day meeting with the Authorities Having Jurisdiction (AHJs) in Grafton to review preliminary findings/opinions, review the project code report, and discuss project issues. It is assumed that the building and fire officials will attend the same meeting.
6. Deliver a finalized report incorporating review comments from town officials and AHJs. One report revision is included within the budget.

B. ADDITIONAL SERVICES

These additional services will be conducted on a mutually agreeable basis at the request of the Town. When such work is requested, the Contractor will submit a separate proposal and cost estimate to the Town for approval prior to proceeding with the additional services. Examples of additional services for this project include, but are not limited to, the following:

1. Review of documentation prepared to satisfy federal statutes, including:
 - i. Security measures pursuant to the federal Chemical Facility Anti-Terrorism Standards (CFATS), as required for propane facilities with over 60,000 lb of propane.
 - ii. Risk Management Plan (RMP) as required by U.S. Environmental Protection Agency (EPA).

- iii. Process Safety Management analysis as required by U.S. Occupational Safety & Health Administration (OSHA).
2. Investigative or functional testing of on-site fire suppression components or water supply.
3. Witnessing testing of fire department response equipment / apparatus.
4. Attending meetings, report revisions, plan reviews, or general consulting time beyond that set forth in section 1A.
5. Review of G&URR hazards other than LPG.
6. Design of fire protection, explosion protection systems, emergency management or security systems.
7. Preparation of a comprehensive qualitative or quantitative process hazard analysis based on the proposed LPG facility. The scope of this project as outlined includes only a review of the hazard analysis provided by the G&URR.
8. Development of key assumptions, qualitative risk criteria (for approval by the Town), hazard identification and characterization, emergency control measures, offsite consequence / neighbor hazard impact analysis (which may include vapor dispersion modeling, heat transfer modeling, and/or blast wave modeling). These services may be required for a comprehensive analysis of the site hazards, if inadequately addressed by the hazard analysis provided by G&URR.

C. RESPONSIBILITIES OF TOWN

The Town will provide the Consultant with copies of all necessary project related materials, including:

- All LPG facility drawings (process & instrumentation diagrams and site plans) to which it is given access;
- The process hazard analysis completed by G&URR. AKA FSA
- All available information pertaining to Grafton Fire Department protocols, equipment, and apparatus.

The Town will also coordinate access to the G&URR facility and Grafton Fire Department Stations One, Two and Three for survey, and provide access to fire department leadership with knowledge of department apparatus and personnel capabilities.

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

- A. Reimbursable expenses will not exceed \$200 without consent of the Town and will be billed separately at cost in accordance with Exhibit A.

- B. Because the quantity of documentation available for review and type of hazard assessment to be provided by the G&URR is unclear, the Included Services will be provided on an hourly labor rate basis with an initial budget estimate of \$29,000, based on the hourly labor rates by title set forth in Exhibit B.
- C. The Contractor will assign qualified personnel on an “as available” basis.
- D. The Contractor will notify the Town when its billings reach 90% of \$29,000.

3. Payment will be made as follows:

3.1 Monthly, NET 30

3.2 Fees and Reimbursable Costs combined for Included Services shall not exceed \$ 29,200.00 as more fully set forth in the Contractor Documents.

3.3 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.

3.4 Final payment, including any unpaid balance of the Contractor’s compensation, shall be due and payable when the deliverables and services are delivered to the Town when the project is completed and the finalized report is delivered and accepted.

4. Security [intentionally omitted]

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.

5.1(a) Applicable Codes include 780 CMR (8th ed. Mass. State Building Code, which is an amended version of the 2009 International Building Code); 527 CMR (Mass. Comprehensive Fire Safety Code, which is an amended version of the 2012 NFPA 1, *Fire Code*), and the following NFPA codes:

- NFPA 58, *Liquefied Petroleum Gas Code*, 2011 Edition, as referenced by 527 CMR
- NFPA 1600, *Standard on Disaster/Emergency Management and Business Continuity Programs*, Emergency Management Plans

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 **January 31, 2016** 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 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings 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, gender, 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, gender 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, gender 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 \$3 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 \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 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.

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CERTIFICATION OF GOOD FAITH

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

The Contractor by:

 Print Name

 Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all

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

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. Agreement. Jensen Hughes, Inc. (hereinafter "Consultant") shall provide for the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and the attached Proposal and these Standard Terms and Conditions together shall be referred to as the "Agreement." Authorization to proceed with the Consultant's services as outlined under the attached Proposal, shall constitute the Client's acceptance of the Agreement. All services not specifically described in the attached Proposal are excluded from Consultant's scope of services.
2. Performance. Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.
3. Independent Contractor. Client is engaging Consultant as an independent contractor, and not as an agent, employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.
4. Limitations on Responsibility. Consultant shall not be responsible for the acts or omissions of Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing work or services on the Project. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work by any other person on any project site. Consultant shall not be responsible for Client's or other employers' implementation of or compliance with its, theirs or others' safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above, nor shall Consultant be responsible for the adequacy or completeness of any of the above safety programs, procedures or precautions.
5. Applicable Laws. Consistent with Consultant's Standard of Care, Consultant's services shall endeavor to comply with all applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of Consultant's performance of services.
6. Termination. This Agreement may be terminated by either party upon not less than fourteen (14) days' written notice for such party's convenience and without cause. Upon such termination, Client shall pay and reimburse Consultant for services rendered and costs incurred prior to the effective date of termination. This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. Upon payment in full by Client after a suspension, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If Client still fails to make payment or otherwise cure the breach following a suspension of services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.
7. Payment.
 - a. Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentation of Consultant's invoice. Payments are due within thirty (30) days of receipt of Consultant's invoice. Invoices remaining unpaid after thirty (30) days from receipt shall be subject to a service fee of 1.5% per month, and Consultant reserves the right to pursue all appropriate remedies. Client shall be responsible for all costs, including, without limitation, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by Consultant in pursuit of unpaid invoices.
 - b. No deductions shall be made from Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which Consultant has been adjudged to be liable. Inquiries and questions regarding any invoice shall be made within fifteen (15) working days of receipt of the invoice. Failure to notify Consultant within the specified period will constitute a waiver to

any claim with respect to the content or accuracy of the invoice, as well as acceptance of the services provided. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved thereafter in accordance with the Dispute Resolution provision of this Agreement.

c. Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the services provided hereunder, such as those for: travel, including transportation and associated expenses; reproduction of project related documents including reports, specifications, drawings, project administration documents and correspondence; filing and permit fees; all state and local taxes (except U.S., state, local income taxes or payroll taxes); delivery and courier services; and project materials including photographic film and processing. Except as otherwise specified, reimbursable expenses will be billed at cost plus 15%. If requested as part of the billing information, detail of charges showing the date, amount and type of each charge will be included as a part of the invoice. Copies of time sheets and expense reports will not be provided since they may also contain confidential information related to other clients.

8. Additional Services. Additional Services of Consultant, not specifically included as part of the Scope of Services defined in the attached Proposal, and compensation for requested Additional Services, shall be mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

9. Information Provided by Client. On Consultant's request, Client shall furnish services of other consultants, information, and reports as reasonably necessary for the performance of Consultant's services. The services, information, and reports requested shall be furnished at no expense to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

10. Indemnification.

a. Consultant agrees to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Consultant. This obligation shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons.

b. Client agrees to indemnify and hold Consultant harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent they are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Client.

c. Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs to the extent of its indemnity obligation herein or as the parties otherwise agree in settlement.

11. Insurance.

a. Consultant shall purchase and maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Upon request, Consultant shall provide Client with copies of Certificate(s) of Insurance documenting Consultant's insurance coverage.

b. Client shall be responsible for purchasing and maintaining its own liability and property insurance.

c. Client and Consultant waive all rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder.

12. Waiver of Consequential Damages. Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither Consultant nor Client, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

13. Sole Remedy. It is intended by the parties to this Agreement that Client's obligations and Consultant's services in connection with the Project shall not subject Client's or Consultant's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client and Consultant agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of Client's or Consultant's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

14. Limitation of Liability. The Client and Consultant have discussed the risk *and* rewards of the project in relation of the Consultant's total fee for services. In recognition of the relative risks and benefits of the Project to both Client and Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to Client for any and all claims, losses, costs, damage of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Consultant to Client shall not exceed the total amount paid to Consultant under this Agreement regardless of theories of liability or causes of action asserted against Consultant, unless otherwise prohibited by law.

15. No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

16. Assignment. This Agreement shall be binding upon Client and Consultant and their respective successors, assigns, and legal representatives. Neither party shall transfer or assign any rights or obligations under or interest in this Agreement without the prior written consent of the other party.

17. Confidentiality. If Consultant or Client receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project, or (3) its consultants whose contracts include similar restrictions on the use of confidential information. These provisions shall not apply to information in whatever form that is in the public domain, was previously known to and/or generated by Consultant, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

18. Instruments of Service

a. Drawings, specifications, and other documents, including those in electronic form, prepared by Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

b. Upon execution of this Agreement, Consultant grants to Client a nonexclusive license to reproduce Consultant's Instruments of Service for purposes of designing, administering, using and maintaining the Project, provided Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. If applicable, such license shall permit Client to include Consultant's Instruments of Service in a similar nonexclusive license to an Owner in a Prime Agreement, authorizing an Owner or an Owner's contractors or consultants to reproduce applicable portions of Consultant's Instruments of Service solely for the purposes of constructing, using and maintaining this Project. Any termination of this Agreement prior to completion of the Project shall terminate this license.

c. Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant.

d. Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless Client obtains the prior written agreement of Consultant. Any unauthorized use, reuse or modifications of the Instruments of Service shall be at Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

19. Dispute Resolution. The parties agree to first try in good faith to settle any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or by civil litigation. In the event that any dispute proceeds to binding arbitration or civil litigation, the parties mutually agree to waive pre-judgment interest with respect to any award or judgment.
20. Certificate of Merit Requirement. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the state where the project at issue is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
21. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Maryland, and all dispute resolution proceedings shall be venued in the State of Maryland unless other parties mutually agree otherwise.
22. Opinions of Cost. When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
23. Environmental Conditions, Fires & Acts of Terrorism.
- a. For purposes of this section, "Environmental Conditions" means the presence at the Project site of hazardous wastes, hazardous substances, asbestos, asbestos-containing materials ("ACM"), suspected asbestos-containing materials ("SACM"), polychlorinated biphenyls, lead, lead-based paint, urea formaldehyde-containing materials, mold, biohazards, biological agents, radioactive materials, or any other hazardous or toxic substances as defined by any federal, state, or local statute, regulation, code, or ordinance. Client acknowledges that Consultant shall have no responsibilities or duties relating to the identification, discovery, presence, handling, removal, abatement or disposal of, or exposure (including exposure assessment or control) of persons to, Environmental Conditions in any format the Project site, including any ACM or SACM located at or transported from the Project. Client acknowledges that it accepts responsibility for notifying the appropriate state and local Environmental Protection Agency and the United States Environmental Protection Agency for any ACM or SACM delineation, demolition, construction or repair work. Client further acknowledges that it accepts responsibility for any inspection required by the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), or any related state-delegated authority.
- b. In no event shall Consultant be held liable or otherwise responsible for preventing any financial or physical damage, Fires or Acts of Terrorism, including, but not limited to, chronic or acute injuries relating thereto (or arising out of), subsequent remedial activities undertaken relating thereto, or any other event or consequence thereof, associated countermeasures pursued or implemented by any federal, state, or local government representatives, or any of their contractors, or subcontractors, or any other public or private party in any way connected with addressing or dealing with anything covered by the Scope of Services, including, without limitation, Fires and/or Acts of Terrorism.
24. Americans with Disabilities Act. The Client acknowledges that the requirements of Americans with Disabilities Act ("ADA") (as well as all state and local laws, codes, or ordinances, that apply to the same subject matter) will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of ADA requirements as they apply currently or in the future. In addition, the Consultant shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such ADA Requirements.

25. Ethics and Conflicts of Interest. Both parties shall perform their obligations with integrity, including but not limited to:

- a. Conflicts of interest shall be avoided or disclosed promptly to the other party.
- b. Neither party has conducted or shall engage in any transaction or dealing with any prohibited person in violation of the U.S. Patriot Act or any OFAC rule or regulation.
- c. Both parties shall comply with all regulations of the Foreign Corrupt Practices Act ("FCPA"), other applicable United States laws, and other applicable foreign laws (including, but not limited to the OECD Convention On Combating Bribery of Foreign Public Officials) relating to the soliciting and performing work in foreign countries.
- d. Neither party shall receive any contingent fees or gratuities to and from the other party, including their agents, officers, employees and sub consultants or others to secure preferential treatment.

26. Anti-Raiding Provision. During the duration of the services for the project provided for under this proposal agreement, and for a period of one (1) year after the completion of or termination of such services, the Client shall not solicit, offer employment to, otherwise attempt to hire, or assist in the hiring of any employee or officer of the Consultant or any of its Affiliates who worked on the project; (ii) encourage, induce, assist or assist others in inducing any such person to terminate his or her employment with the Consultant or any of its Affiliates; or (iii) in any way interfere with the relationship between the Consultant or any of its Affiliates and their employees. Should the Client extend an offer of employment to or otherwise retain (independent contractor, etc.) an employee that worked on the project and the offer is accepted, Consultant shall be entitled to a fee from the Client that is computed by multiplying the employee's hourly rate at the time of the offer by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours of any other employee. The fee shall be payable at the time of the employee's acceptance of employment or the retaining of their services.

27. Equal Employment. Consultant believes in the principles of equal employment opportunities and encourages a diverse workplace. Consultant does not discriminate in employment against any individual on the basis of race, sex, age, religion, disability, sexual orientation, national origin, ancestry, citizenship status, veteran status, Vietnam-era status, or any other protected status. Both parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Both parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

28. Miscellaneous. The waiver by either party of a breach of any provisions of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The headings contained in this Agreement are for descriptive purposes only and shall have no independent significance.

29. Entire Agreement. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be replaced, amended or modified only in writing signed/initialed by both Client and Consultant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

Qualified Personnel & Rates – LPG / Risk Assessment
2015

Senior Technical Advisor	\$250
Director / Associate Director	\$205-230
Jeremy Lebowitz, P.E. – Boston, MA	
Mike Wojcik, P.E. – Phoenix, AZ	
Terry Manning, P.E. – Phoenix, AZ	
Simon Goodhead, P.E. – Atlanta, GA	
Jeff Grove, P.E. – Las Vegas, NV	
Jason Johnson – Houston, TX	
Tim LaRose – Providence, RI	
Bill Wheeler, P.E. – Philadelphia, PA	
Senior Fire Protection Engineer / Consultant	\$190-215
Dana Haagensen, P.E. – Warwick, RI	
Dave Bhuta, P.E. – Raleigh, NC	
Adam Edwards – Raleigh, NC	
Dan Corbett – Los Angeles, CA	
Dave Tomecek, P.E. – Denver, CO	
Carl Chappell, P.E. – Denver, CO	
Erel Betser, P.E. – San Francisco, CA	
Fire Protection Engineer / Consultant	\$175-190
Dave Gramlich, P.E. – Houston, TX	
Tom DeMasi, P.E. – San Francisco, CA	
Lesley Wake, P.E. – Los Angeles, CA	
Associate	\$135-165
Jason Hopkins – Boston, MA	
Kamal Aljazireh – Chicago, IL	
Veronica Goldsmith – Phoenix, AZ	
Technician	\$85-115

* Effective through December 31, 2015 and subject to 3% annual escalation thereafter



JENSEN HUGHES

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Framingham, MA 01701 USA
jensenhughes.com
+1 508-624-7766
Fax: +1 508-624-7718

PROPOSAL FOR FIRE PROTECTION CONSULTING SERVICES FOR A 320,000 GALLON LIQUID PROPANE FACILITY GRAFTON, MA

Prepared For:

Town Administrator on behalf of the Board of
Selectmen
30 Providence Road
Grafton, MA 01519

July 13, 2015

INTRODUCTION

JENSEN HUGHES (Consultant) is pleased to submit this proposal to provide fire protection and life safety code consulting services to the Town of Grafton (Client) for liquefied petroleum gas (LPG) facility related code consulting services at the Grafton and Upton Railroad (G&URR) facility located on Westboro Road in Grafton, MA. It is our understanding that the Grafton Board of Selectmen is requesting an analysis of the code compliance of the proposed 320,000 gallon liquid propane facility and the suppression capabilities and policies of the Grafton Fire Department applicable to propane hazards.

Based on discussion with representatives from the Town Administrator's office, it is our understanding that the scope of our involvement is limited to a third party review of the hazard analysis prepared by the Grafton & Upton Railroad; however, if desired, additional analysis can be provided but is not included in this proposal. It is our key assumption that the hazard analysis is in accordance with the NFPA Fire Safety Analysis Manual for LP-Gas Storage Facilities.

BACKGROUND

Emergency Response Capabilities – JENSEN HUGHES is well versed in evaluating emergency response capabilities in a wide range of high-hazard facilities, including those handling petroleum and other high-hazard products. Included in those evaluations are petroleum and alternative fuel facilities such as the Valdez Marine Terminal in Alaska; refineries and handling facilities in Montana, North Dakota, Colorado, California and Texas; natural gas facilities in Colorado, Wyoming, Maryland and Texas; and an array of compressed natural gas and propane storage and dispensing operations (please reference our enclosed selected propane project experience). Also included are emergency services evaluations for eight Department of Energy sites that encompass high-hazard concerns such as petroleum storage (Strategic Petroleum Reserve), nuclear weapons manufacturing and storage, medical radiological research and explosives and chemical research laboratories. Additionally, the Power Division within the company provides training and evaluation for emergency service providers in high-hazard facilities, ranging from petrochemical operations to nuclear power stations.

Authority Having Jurisdiction Services – JENSEN HUGHES has a long relationship with Authorities Having Jurisdiction, including Building Code Officials, Fire Officials, insurance providers, corporate risk managers and special district officials. Our capabilities as consultants allow us to apply our expertise to the best benefit of the community through both enforcement of codes and standards and evaluation of risk to the community. We have provided such services for high-hazard facilities that include ethanol and synthetic fuel plants, natural gas facilities, glass-making plants, semi-conductor manufacturing facilities, windmill blade manufacturing, metals forging and machining operations, distilleries, explosives storage and a variety of other functions. These facilities require not only consideration of codes and standards compliance, but evaluation of hazards and community risks, emergency response capabilities and approaches that are may seem contradictory to typical applications.

The technical staff at JENSEN HUGHES is familiar with the project history and local resident concerns. The project manager, Jeremy Lebowitz, is a resident of Grafton. Additional project engineers with fire-fighting and liquid propane experience will be utilized for this project. Please reference our enclosed qualifications for additional detail.

SCOPE OF SERVICES

Where "applicable codes" are referenced throughout this proposal, it shall incorporate reference to 780 CMR (8th ed. Mass. State Building Code, which is an amended version of the 2009 International Building Code); 527 CMR (Mass. Comprehensive Fire Safety Code, which is an amended version of the 2012 NFPA 1, *Fire Code*), and the following NFPA codes:

- NFPA 58, *Liquefied Petroleum Gas Code*, 2011 Edition, as referenced by 527 CMR
- NFPA 1600, *Standard on Disaster/Emergency Management and Business Continuity Programs*, 2013 Edition, as good engineering practice, and as referenced by 527 CMR 10.9.3 for Emergency Management Plans

JENSEN HUGHES proposes to provide the following Scope of Services to the Client:

1. Attend a site meeting with the client in Grafton, MA, to include: a tour of the G&URR facility on Westboro Road; a tour of Grafton Fire Department Stations One, Two and Three and review of fire department policies and equipment; a high-level review the project, and time to address any initial fire/life safety related questions. The intent of this item is to become familiarized with the project and fire-fighting response capability. One day is budgeted for two engineers.
2. Review of the following documentation:
 - a. Applicable codes pertaining to propane gas fire protection (as noted above).
 - b. Literature regarding past propane tank incidents at similar facilities
 - c. Proposed site installation plans, including equipment (process & instrumentation diagrams) and setbacks. Our review will be limited to the property at Westboro Road, including LPG-related railway operations, transloading from railcar / to trucks, and storage.
 - d. Documentation of fire department response protocols, equipment and apparatus, including 1st Alarm Assignment.
3. Review the hazard analysis prepared by G&URR. Specifically, our review will include key assumptions, process components, qualitative risk criteria, hazard identification and characterization, emergency control measures, impact to neighbors / offsite consequence analysis, and recommended protective features. We assume that these topics will be adequately addressed by the hazard analysis provided by G&URR.
4. Provide a draft report documenting our review. The report will include the following sections:
 - a. Major fire protection and life safety requirements associated with the proposed transport, transloading and storage of LPG, as detailed in the applicable codes noted above.
 - b. A comparison of the proposed site with the extents of propane release / damage from comparable propane tank incidents, based on literature review
 - c. Review comments pertaining to the G&URR fire safety analysis, which will address the items noted in Scope Item 3 above.
 - d. Analysis of adequacy of Grafton Fire Department Stations One, Two and Three with respect to the hazards identified in Part 4b above, and review of 1st Alarm Assignment.
 - e. Recommendations for further refinements to the fire safety analysis and/or upgrades to the fire department response capabilities.
5. Attend one half-day meeting with the Authorities Having Jurisdiction (AHJs) in Grafton, MA to review preliminary findings/opinions, review the project code report and discuss project issues. It is assumed that the building and fire officials will attend the same meeting.
6. Issue a finalized report incorporating review comments from town officials and AHJs. One report revision is budgeted.

ADDITIONAL SERVICES

Work outside the Scope of Services specified in this proposal will be conducted on a mutually agreeable basis. When such work is requested, the Consultant will submit a separate proposal and cost estimate to the Client for approval prior to proceeding. Examples of additional services for this project include, but are not limited to, the following:

1. Review of documentation prepared to satisfy federal statutes, including:
 - a. Security measures pursuant to the federal Chemical Facility Anti-Terrorism Standards (CFATS), as required for propane facilities with over 60,000 lb of propane.
 - b. Risk Management Plan (RMP) as required by US Environmental Protection Agency (EPA)
 - c. Process Safety Management analysis as required by US Occupational Safety & Health Administration (OSHA)
2. Investigative or functional testing of on-site fire suppression components or water supply.
3. Witnessing testing of fire department response equipment / apparatus.
4. Attendance at meetings, report revisions, plan reviews or general consulting time beyond the amounts listed in the Scope of Services.
5. Review of G&URR hazards other than LPG.
6. Design of fire protection, explosion protection systems, emergency management or security systems.
7. Preparation of a comprehensive qualitative or quantitative process hazard analysis based on the proposed LPG facility. The scope of this project as outlined includes only a review of the hazard analysis provided by the G&URR.
8. Development of key assumptions, qualitative risk criteria (for approval by Town of Grafton), hazard identification and characterization, emergency control measures, offsite consequence / neighbor hazard impact analysis (which may include vapor dispersion modeling, heat transfer modeling, and/or blast wave modeling). These services may be required for a comprehensive analysis of the site hazards, if inadequately addressed by the hazard analysis provided by G&URR.

CLIENT RESPONSIBILITY

This proposal is based on the Client providing the Consultant with copies of all necessary project related materials, including:

- LPG facility drawings (process & instrumentation diagrams and site plans)
- Complete process hazard analysis completed by G&URR
- All available information pertaining to fire department protocols, equipment and apparatus.

Client must also coordinate access to the G&URR facility and Grafton Fire Department Stations One, Two and Three for survey, and provide access to fire department leadership with knowledge of department apparatus and personnel capabilities.

FEE – BASE SCOPE OF SERVICES

Because the quantity of documentation to review and type of hazard assessment to be provided by the G&URR is unclear, the proposed scope of services will be provided on an hourly labor rate basis with an initial budget estimate of \$29,000. Hourly labor rates by title are provided as Exhibit B to this proposal. We will notify the Client when our billings reach 90% of this budgetary figure.

Reimbursable expenses are not anticipated to exceed \$200, and will be billed separately at cost in accordance with Exhibit A of this proposal.

JENSEN HUGHES reserves the right to assign qualified personnel on an "as available" basis.

TERMS AND CONDITIONS

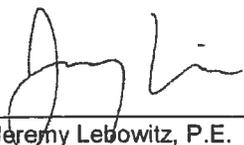
JENSEN HUGHES Standard Terms and Conditions are attached to and made part of this proposal. To indicate acceptance and to authorize initiation of services, return a countersigned copy of this agreement to JENSEN HUGHES, 1661 Worcester Road Suite 501, Framingham, MA 01701.

EXECUTION OF THIS PROPOSAL INDICATES THE CLIENT HAS READ AND FULLY UNDERSTANDS ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND CONFIRMS ACCEPTANCE OF SAME.

JENSEN HUGHES appreciates the opportunity to assist the Town of Grafton on this project. If you have any questions please contact me at 508-620-8900 or jlebowitz@jensenhughes.com.

Sincerely,
JENSEN HUGHES

Scope of Services Accepted By:
Town of Grafton



Jeremy Lebowitz, P.E.
Director Development

Name:
Title:

- Enclosures:
Exhibit A – Standard Terms and Conditions
Exhibit B – Hourly Rates
Exhibit C – Key Personnel CVs
Exhibit D – Relevant Project Experience

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. Agreement. Jensen Hughes, Inc. (hereinafter "Consultant") shall provide for the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and the attached Proposal and these Standard Terms and Conditions together shall be referred to as the "Agreement." Authorization to proceed with the Consultant's services as outlined under the attached Proposal, shall constitute the Client's acceptance of the Agreement. All services not specifically described in the attached Proposal are excluded from Consultant's scope of services.
2. Performance. Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.
3. Independent Contractor. Client is engaging Consultant as an independent contractor, and not as an agent, employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.
4. Limitations on Responsibility. Consultant shall not be responsible for the acts or omissions of Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing work or services on the Project. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work by any other person on any project site. Consultant shall not be responsible for Client's or other employers' implementation of or compliance with its, theirs or others' safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above, nor shall Consultant be responsible for the adequacy or completeness of any of the above safety programs, procedures or precautions.
5. Applicable Laws. Consistent with Consultant's Standard of Care, Consultant's services shall endeavor to comply with all applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of Consultant's performance of services.
6. Termination. This Agreement may be terminated by either party upon not less than fourteen (14) days' written notice for such party's convenience and without cause. Upon such termination, Client shall pay and reimburse Consultant for services rendered and costs incurred prior to the effective date of termination. This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. Upon payment in full by Client after a suspension, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If Client still fails to make payment or otherwise cure the breach following a suspension of services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.
7. Payment.
 - a. Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentation of Consultant's invoice. Payments are due within thirty (30) days of receipt of Consultant's invoice. Invoices remaining unpaid after thirty (30) days from receipt shall be subject to a service fee of 1.5% per month, and Consultant reserves the right to pursue all appropriate remedies. Client shall be responsible for all costs, including, without limitation, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by Consultant in pursuit of unpaid invoices.
 - b. No deductions shall be made from Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which Consultant has been adjudged to be liable. Inquiries and questions regarding any invoice shall be made within fifteen (15) working days of receipt of the invoice. Failure to notify Consultant within the specified period will constitute a waiver to

any claim with respect to the content or accuracy of the invoice, as well as acceptance of the services provided. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved thereafter in accordance with the Dispute Resolution provision of this Agreement.

c. Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the services provided hereunder, such as those for: travel, including transportation and associated expenses; reproduction of project related documents including reports, specifications, drawings, project administration documents and correspondence; filing and permit fees; all state and local taxes (except U.S., state, local income taxes or payroll taxes); delivery and courier services; and project materials including photographic film and processing. Except as otherwise specified, reimbursable expenses will be billed at cost plus 15%. If requested as part of the billing information, detail of charges showing the date, amount and type of each charge will be included as a part of the invoice. Copies of time sheets and expense reports will not be provided since they may also contain confidential information related to other clients.

8. Additional Services. Additional Services of Consultant, not specifically included as part of the Scope of Services defined in the attached Proposal, and compensation for requested Additional Services, shall be mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

9. Information Provided by Client. On Consultant's request, Client shall furnish services of other consultants, information, and reports as reasonably necessary for the performance of Consultant's services. The services, information, and reports requested shall be furnished at no expense to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

10. Indemnification.

a. Consultant agrees to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Consultant. This obligation shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons.

b. Client agrees to indemnify and hold Consultant harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent they are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Client.

c. Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs to the extent of its indemnity obligation herein or as the parties otherwise agree in settlement.

11. Insurance.

a. Consultant shall purchase and maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Upon request, Consultant shall provide Client with copies of Certificate(s) of Insurance documenting Consultant's insurance coverage.

b. Client shall be responsible for purchasing and maintaining its own liability and property insurance.

c. Client and Consultant waive all rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder.

12. Waiver of Consequential Damages. Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither Consultant nor Client, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

13. **Sole Remedy.** It is intended by the parties to this Agreement that Client's obligations and Consultant's services in connection with the Project shall not subject Client's or Consultant's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client and Consultant agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of Client's or Consultant's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

14. **Limitation of Liability.** The Client and Consultant have discussed the risk *and* rewards of the project in relation of the Consultant's total fee for services. In recognition of the relative risks and benefits of the Project to both Client and Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to Client for any and all claims, losses, costs, damage of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Consultant to Client shall not exceed the total amount paid to Consultant under this Agreement regardless of theories of liability or causes of action asserted against Consultant, unless otherwise prohibited by law.

15. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

16. **Assignment.** This Agreement shall be binding upon Client and Consultant and their respective successors, assigns, and legal representatives. Neither party shall transfer or assign any rights or obligations under or interest in this Agreement without the prior written consent of the other party.

17. **Confidentiality.** If Consultant or Client receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project, or (3) its consultants whose contracts include similar restrictions on the use of confidential information. These provisions shall not apply to information in whatever form that is in the public domain, was previously known to and/or generated by Consultant, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

18. **Instruments of Service**

a. Drawings, specifications, and other documents, including those in electronic form, prepared by Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

b. Upon execution of this Agreement, Consultant grants to Client a nonexclusive license to reproduce Consultant's Instruments of Service for purposes of designing, administering, using and maintaining the Project, provided Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. If applicable, such license shall permit Client to include Consultant's Instruments of Service in a similar nonexclusive license to an Owner in a Prime Agreement, authorizing an Owner or an Owner's contractors or consultants to reproduce applicable portions of Consultant's Instruments of Service solely for the purposes of constructing, using and maintaining this Project. Any termination of this Agreement prior to completion of the Project shall terminate this license.

c. Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant.

d. Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless Client obtains the prior written agreement of Consultant. Any unauthorized use, reuse or modifications of the Instruments of Service shall be at Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

19. Dispute Resolution. The parties agree to first try in good faith to settle any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or by civil litigation. In the event that any dispute proceeds to binding arbitration or civil litigation, the parties mutually agree to waive pre-judgment interest with respect to any award or judgment.
20. Certificate of Merit Requirement. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the state where the project at issue is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
21. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Maryland, and all dispute resolution proceedings shall be venued in the State of Maryland unless other parties mutually agree otherwise.
22. Opinions of Cost. When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
23. Environmental Conditions, Fires & Acts of Terrorism.
- a. For purposes of this section, "Environmental Conditions" means the presence at the Project site of hazardous wastes, hazardous substances, asbestos, asbestos-containing materials ("ACM"), suspected asbestos-containing materials ("SACM"), polychlorinated biphenyls, lead, lead-based paint, urea formaldehyde-containing materials, mold, biohazards, biological agents, radioactive materials, or any other hazardous or toxic substances as defined by any federal, state, or local statute, regulation, code, or ordinance. Client acknowledges that Consultant shall have no responsibilities or duties relating to the identification, discovery, presence, handling, removal, abatement or disposal of, or exposure (including exposure assessment or control) of persons to, Environmental Conditions in any format the Project site, including any ACM or SACM located at or transported from the Project. Client acknowledges that it accepts responsibility for notifying the appropriate state and local Environmental Protection Agency and the United States Environmental Protection Agency for any ACM or SACM delineation, demolition, construction or repair work. Client further acknowledges that it accepts responsibility for any inspection required by the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), or any related state-delegated authority.
- b. In no event shall Consultant be held liable or otherwise responsible for preventing any financial or physical damage, Fires or Acts of Terrorism, including, but not limited to, chronic or acute injuries relating thereto (or arising out of), subsequent remedial activities undertaken relating thereto, or any other event or consequence thereof, associated countermeasures pursued or implemented by any federal, state, or local government representatives, or any of their contractors, or subcontractors, or any other public or private party in any way connected with addressing or dealing with anything covered by the Scope of Services, including, without limitation, Fires and/or Acts of Terrorism.
24. Americans with Disabilities Act. The Client acknowledges that the requirements of Americans with Disabilities Act ("ADA") (as well as all state and local laws, codes, or ordinances, that apply to the same subject matter) will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of ADA requirements as they apply currently or in the future. In addition, the Consultant shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such ADA Requirements.

25. Ethics and Conflicts of Interest. Both parties shall perform their obligations with integrity, including but not limited to:

- a. Conflicts of interest shall be avoided or disclosed promptly to the other party.
- b. Neither party has conducted or shall engage in any transaction or dealing with any prohibited person in violation of the U.S. Patriot Act or any OFAC rule or regulation.
- c. Both parties shall comply with all regulations of the Foreign Corrupt Practices Act ("FCPA") , other applicable United States laws, and other applicable foreign laws (including, but not limited to the OECD Convention On Combating Bribery of Foreign Public Officials) relating to the soliciting and performing work in foreign countries.
- d. Neither party shall receive any contingent fees or gratuities to and from the other party, including their agents, officers, employees and sub consultants or others to secure preferential treatment.

26. Anti-Raiding Provision. During the duration of the services for the project provided for under this proposal agreement, and for a period of one (1) year after the completion of or termination of such services, the Client shall not solicit, offer employment to, otherwise attempt to hire, or assist in the hiring of any employee or officer of the Consultant or any of its Affiliates who worked on the project; (ii) encourage, induce, assist or assist others in inducing any such person to terminate his or her employment with the Consultant or any of its Affiliates; or (iii) in any way interfere with the relationship between the Consultant or any of its Affiliates and their employees. Should the Client extend an offer of employment to or otherwise retain (independent contractor, etc.) an employee that worked on the project and the offer is accepted, Consultant shall be entitled to a fee from the Client that is computed by multiplying the employee's hourly rate at the time of the offer by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours of any other employee. The fee shall be payable at the time of the employee's acceptance of employment or the retaining of their services.

27. Equal Employment. Consultant believes in the principles of equal employment opportunities and encourages a diverse workplace. Consultant does not discriminate in employment against any individual on the basis of race, sex, age, religion, disability, sexual orientation, national origin, ancestry, citizenship status, veteran status, Vietnam-era status, or any other protected status. Both parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Both parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

28. Miscellaneous. The waiver by either party of a breach of any provisions of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The headings contained in this Agreement are for descriptive purposes only and shall have no independent significance.

29. Entire Agreement. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be replaced, amended or modified only in writing signed/initialed by both Client and Consultant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

Qualified Personnel & Rates – LPG / Risk Assessment
2015

Senior Technical Advisor	\$250
Director / Associate Director	\$205-230
Jeremy Lebowitz, P.E. – Boston, MA Mike Wojcik, P.E. – Phoenix, AZ Terry Manning, P.E. – Phoenix, AZ Simon Goodhead, P.E. – Atlanta, GA Jeff Grove, P.E. – Las Vegas, NV Jason Johnson – Houston, TX Tim LaRose – Providence, RI Bill Wheeler, P.E. – Philadelphia, PA	
Senior Fire Protection Engineer / Consultant	\$190-215
Dana Haagensen, P.E. – Warwick, RI Dave Bhuta, P.E. – Raleigh, NC Adam Edwards – Raleigh, NC Dan Corbett – Los Angeles, CA Dave Tomecek, P.E. – Denver, CO Carl Chappell, P.E. – Denver, CO Erel Betser, P.E. – San Francisco, CA	
Fire Protection Engineer / Consultant	\$175-190
Dave Gramlich, P.E. – Houston, TX Tom DeMasi, P.E. – San Francisco, CA Lesley Wake, P.E. – Los Angeles, CA	
Associate	\$135-165
Jason Hopkins – Boston, MA Kamal Aljazireh – Chicago, IL Veronica Goldsmith – Phoenix, AZ	
Technician	\$85-115

* Effective through December 31, 2015 and subject to 3% annual escalation thereafter



JENSEN HUGHES

JEREMY LEBOWITZ, PE

Director Development

Experience: 7 Years

Joined JENSEN HUGHES: 2008

Education

M.S., Fire Protection Engineering,
Worcester Polytechnic Institute,
2009

B.S. Chemical Engineering,
Worcester Polytechnic Institute,
2008

Registered PE

MA, No. 49,600 (2012)

Associations

- Member, Society of Fire Protection Engineers (SFPE)
- Member, National Fire Protection Association (NFPA)
- Member, American Institute of Chemical Engineers (AIChE)
- Member, International Institute for Sustainable Laboratories (I²SL)
- Member, Boston Chapter International Society for Pharmaceutical Engineering (ISPE)

Contact

(508) 620-8900

jlebowitz@jensenhughes.com

Jeremy Lebowitz, PE, is the Director of Development for Industrial, Manufacturing and Laboratory projects and is based in the Boston, MA office of JENSEN HUGHES. He has experience reviewing architectural and engineering drawings and specifications for conformance with local, state and national codes and standards; preparing comprehensive fire protection and life safety programs for new and existing buildings; and in designing automatic sprinkler systems and fire alarm systems.

PROFESSIONAL HIGHLIGHTS

Director Development, JENSEN HUGHES (formerly Rolf Jensen & Associates), Framingham, MA, (Consultant, 2012–2014; Associate, 2009–2011; Engineering Intern, 2008–2009). Oversees and manages the company's global efforts in industrial, manufacturing, laboratory, high hazard, clean room, hazardous materials and similar occupancies, and provides quality control and technical review for fire protection engineering deliverables and initiatives. In the past, provided Fire Protection Engineering and consulting services to clients by applying intensive and diversified knowledge of engineering or building code principles and practices; provided professional-level fire protection engineering services such as life safety code consulting, sprinkler design, fire alarm design, performance-based fire engineering design, under the direction of a PE or an experienced consultant; and performed a variety of routine tasks that provided familiarity with programs, staff, and operating procedures.

NOTABLE PUBLICATIONS AND PRESENTATIONS

Lebowitz, J., "NFPA Codes and their Relevance to Chemical Processes," *Webinar*, American Institute of Chemical Engineers (AIChE), 2009

Lebowitz, J., "Laboratory and Industrial Hazardous Chemical Safety: A Code-Based Approach," *Webinar*, American Institute of Chemical Engineers (AIChE), 2010

Lebowitz, J. "Navigating NFPA Codes and Standards," *Chemical Engineering Progress*, American Institute of Chemical Engineers (AIChE), May 2012

Lebowitz, J. "Navigating NFPA Codes and Standards," presentation at *Midwest Regional Conference*, American Institute of Chemical Engineers (AIChE), February 1, 2013

Lebowitz, J., "Fire Testing of Low Molecular Weight Silicone Fluids," *Silicones Environmental, Health, & Safety Council (SEHSC)*, Hemdon, VA October 2012 (Unpublished White Paper)

Lebowitz, J., "High Standards For Labs, Research Buildings" *Consulting Specifying Engineer*, May 2014

Lebowitz, J., "Fire Protection & Life Safety Approaches for Laboratory Facilities," *SFPE New Jersey Chapter Meeting*, November 3, 2014



JENSEN HUGHES

DANA R. HAAGENSEN, PE

Senior Fire Protection Consultant

Experience: 17 Years

Joined JENSEN HUGHES: 2015

Education

M.S., Fire Protection Engineering,
Worcester Polytechnic Institute,
1999

B.S., Mechanical Engineering,
Rensselaer Polytechnic Institute,
1996

Registered PE

MA, No. 45677/(2004)

Associations

- Member, Society of Fire Protection Engineers (SFPE)
- Member, New England Chapter, Society of Fire Protection Engineers (SFPE)
- Member, Salamander Honorary Fire Protection Engineering Society
- Board of Directors, Fire Prevention Association of Massachusetts (FPAM)
- Member, National Fire Protection Association (NFPA)
- Member, International Association of Arson Investigators (IAAI)

Contact

(401) 736-8992

dhaagensen@jensenhughes.com

Dana Haagensen, PE, is a Senior Fire Protection Consultant with 17 years of experience in the fire and life safety industry – involving fire research and product development, fire investigation and forensics, development of fire and building codes and standards, and as an enforcer, educator and consultant on fire, building and life safety codes. He has a Master of Science degree in Fire Protection Engineering from WPI and is a registered Professional Engineer in Fire Protection Engineering in Massachusetts. Mr. Haagensen's past projects have focused on the rehabilitation and renovation of existing structures of all occupancy classifications, design and construction of high hazard and process facilities, and code requirements specific to special and mixed use occupancies.

PROFESSIONAL HIGHLIGHTS

Senior Fire Protection Consultant, JENSEN HUGHES, Warwick, RI, present.

Providing cost-effective solutions for clients in the following areas: Code Consulting and Architectural Support; Fire Protection & Life Safety System Design; Commissioning and Construction Management; Municipal Third-Party Plan Review; Development & Delivery of Fire Protection Training; Forensic Engineering & Litigation Support; Hazardous Material Process Safety Analysis; Risk & Hazard Analysis; Emergency Response, Planning and Management; and Product Development & Support for Manufacturers.

Fire Protection Engineer, Framingham Fire Department, Framingham, MA, 2013–2015.

Responsible for all construction projects as a fire authority having jurisdiction stakeholder, from the conceptual stage at the town's Planning Board process, throughout permitting and construction, and culminating in commissioning of the fire and life safety systems. Responsible for enforcement of the State's process safety regulations. Member of the joint fire & police department Fire Investigation Team. Task group member for implementation of expedited fire department permit procedures and for town's one-stop construction permit process. Represented the fire service as a member of the NFPA Technical Committees on Fire Pumps (NFPA 20) and Residential Sprinkler Systems (NFPA 13R/D). Represented the Fire Prevention Association of Massachusetts (FPAM) at the hearings of the Massachusetts Board of Building Regulations and Standards (BBRS) and the Massachusetts Fire Protection Fire Protection Advisory Committee (FPFP). Represented the Fire Chiefs Association of Massachusetts (FCAM) as a member of the Massachusetts Existing Building Code Advisory Committee.

Chief Engineer & Owner, Fire & Building Official Services LLC (formerly

Dana R. Haagensen Consulting), Westborough, MA, 2006–2015. Developed and delivered professional development seminars on the design, installation and maintenance of water-based fire protection systems, and on fire and building codes. Performed third-party construction plan reviews on behalf of municipalities. Fire and building code consultant on rehabilitation and new construction projects.

PROFESSIONAL HIGHLIGHTS

Fire Protection Engineer IV, Massachusetts State Fire Marshal's Office, Stow, MA, 2004–2013. Consultant state-wide for local fire and building authorities on enforcement of fire and building codes. Developed and delivered code training to fire and building officials. Investigated significant fire and explosion incidents. Represented the State Fire Marshal on the Massachusetts Building Code Appeals Board, Massachusetts Board of Building Regulations and Standards (BBRS), Massachusetts Fire Prevention Fire Protection Advisory Committee (FPFP) and various task groups of the Massachusetts Board of Fire Prevention Regulations (BFPR).

Fire Protection Engineer, National Fire Protection Association (NFPA), Quincy, MA, 1999–2004. Provided responses to technical inquiries on NFPA design, installation and maintenance standards for water-based fire protection systems. Served as the NFPA liaison to the Technical Committees on Residential Sprinkler Systems (NFPA 13R/D), Fire Pumps (NFPA 20), Storage (NFPA 230), Marinas & Boatyards (NFPA 303) and Motor Craft (NFPA 302). Developed and delivered training on water-based fire protection systems for NFPA's Professional Development department. Technical reviewer of information related to water-based fire protection systems for NFPA publications and marketing materials.

Fire Protection Engineer, Kidde Fenwal, Ashland, MA, 1998–1999. Researched, developed and tested clean agent fire suppression system technologies.

PROFESSIONAL STANDING

Committees

Member, Massachusetts Existing Building Code Advisory Committee

Technical Journals and Books

Contributing Author, *Automatic Sprinkler Systems Handbook*, 2013

Contributing Author, *Automatic Sprinkler Systems for Residential Occupancies Handbook*, 2013

Contributing Author, *NFPA Journal*

Author, "Plans Review Desk," *All Hands Herald* (Mass. Fire Services Quarterly)

Awards

Citation, Outstanding Performance, Commonwealth of Massachusetts, May 2012

John L. Jablonsky Scholarship Award, NFPA Fire Safety Educational Memorial Fund, 1998



JENSEN HUGHES

MICHAEL J. WOJCIK, PE

Fire Protection Engineer

Experience: 21 Years

Joined JENSEN HUGHES: 2007

Education

M.S., Fire Protection Engineering,
Worcester Polytechnic Institute,
1998

B.S., Mechanical Engineering,
Western New England College,
1992

Registered PE

NV, No. 2283 (2014)

MA, No. 1860 (2001)

NM, No. 20270 (2011)

CO, No. 44646 (2010)

AZ, No. 39169 (2003)

Associations

- Member, Society of Fire Protection Engineers (SFPE)
- Member, National Fire Protection Association (NFPA)
- Member, Arizona Fire Marshals Associate (AFMA)
- Member, Salamander Honorary Fire Protection Engineering Society

Security Clearances

SIDA, Phoenix Sky Harbor International Airport

Contact

(602) 286-6000

mwojcik@jensenhughes.com

Michael Wojcik, PE, is a Fire Protection Engineer with 21 years' experience. He is responsible for project management, code consulting, review of fire/life safety systems and consultation to our industrial and end user market. Mr. Wojcik experience includes the design, specification, and oversight of all types of fire protection systems and the review and analysis of building construction requirements in accordance with nationally recognized building and fire codes. He has served as the Building Plans Examiner for the Boston Fire Department and the Fire Protection Engineer for the Phoenix Fire Department Special Hazards Unit. His responsibilities in the fire service include the provision of technical support to operations, customer consultations on new project development, examination of technical drawings and performance of on-site survey and inspection of hazardous material control equipment in a wide range of facilities and locations.

PROFESSIONAL HIGHLIGHTS

Fire Protection Engineer/Associate Manager, JENSEN HUGHES (formerly Rolf Jensen & Associates), Phoenix, AZ, 2007–present. Responsible for the development of all types of fire protection and life safety systems providing: design, design review, specification development, and installation oversight. Work includes specification of performance criteria, composition of design drawings, shop drawing review, development and oversight of installation, inspection for compliance with applicable codes and standards, acceptance testing of final product. Additional projects include the development of fact-based engineering reports used to show compliance on issues pertaining to building fire safety. Other work includes the review of building and fire codes, and reference documents for building permit issue, certificate of occupancy, and compliance alternatives.

Owner, WEI Engineering, LLC, Phoenix, AZ, 2007. Responsible for the development of all types of fire protection system designs: providing design, design review, specification development, and installation oversight. Work specifically included specification of performance criteria, composition of design drawings, shop drawings review, development and oversight of installation, inspection for compliance with applicable codes and standards, and acceptance testing.

Fire Protection Engineer, Phoenix Fire Department, Fire Prevention Special Hazards Unit, Phoenix, AZ, 2006–2007. Under own direction, provided fire department operations support, customer consultations on new project development, examined technical drawings, data, and reports, and performed onsite survey and inspections of hazardous materials control equipment in a wide range of facilities and locations throughout the city. Provided continuing education to the Special Hazards Unit staff on an as needed basis. Represented the Fire Marshal during appeals proceedings. Assisted the Special Hazards Unit staff and Operations personnel with inspections and technical advice.

Senior Fire Protection Engineer/Project Manager, Hughes Associates, Phoenix, AZ, 2000–2006. Business development in the State of Arizona. Typical projects included the review of all types of fire protection and security systems: providing design, design review, specification development, and installation oversight. Work specifically included specification of performance criteria, composition of design drawings, shop drawings review, development and oversight of installation, inspection for compliance with applicable codes and standards, acceptance testing of final product. Other work included the review of building code, fire prevention, and reference documents for building permit issue, certificate of occupancy issue, and compliance alternatives. This function included interviews with Authorities Having Jurisdiction, Fire Department, Building Department, and other interested parties. Additional projects included the development of fact based, engineering reports used to show compliance on issues pertaining to building fire safety. Work included the development of course work, assessment of the quality and usefulness of information provided and presentation of educational seminars on technical issues of building fire safety and fire prevention code compliance and use. Target audiences included building code and fire officials, owners and property managers, designers, engineers, architects and contractors.

Instructor, Fire Sprinkler Plans Review, City of Providence Fire Department, Providence, RI, 2000. Developed and presented seminars for the Providence Fire Department, Plans Examination Unit and the Rhode Island Fire Marshals Association on the topic of Automatic Sprinkler Systems Plans Review. This program provided instruction and examples using NFPA 13 and automatic sprinkler systems theory to perform an effective and high quality plans review.

Building Plans Examiner, Boston Fire Department Headquarters, Boston, MA, 1996–2000. Under the direction of the Fire Department's Professional Fire Protection Engineer and the Fire Marshal, examined building specifications and plans to insure compliance with 527 CMR The Commonwealth's Fire Prevention Code, Massachusetts General Law 148, 780 CMR The Commonwealth's Building Code and other related Laws, Ordinances or Regulations. Duties included professional and detailed examination of architects' and engineers' plans and computations for proposed new building and other structures, and for alterations to existing building and structures. The primary goal was to determine whether the proposed methods of construction and materials to be used were in accordance with the requirements of the Fire Prevention, Building Codes and related Laws, Ordinances and Regulations. Responsible for the approval and disapproval of submitted plans on own responsibility. In the event of disapproval, suggested necessary changes in order to achieve compliance. Compared applications for Fire Department Permits with submitted plans to insure consistency and when necessary prepared letters of refusal citing section of code violated. Conferred with the officials of the Fire Department concerning any matters involving restrictions on building methods and materials, the review of Performance-Based Alternative Fire Safety Designs and determination of equivalency to codes and a review of evacuation plans for the built environment. Produced engineering reports on the results of fire protection systems acceptance testing, fire loss investigations, and field verification of approved fire protection plans versus installations.

Consultant, Instructor of Building Fire Safety Seminar, Human Resources Development Canada, Canada, 1999. Developed and presented a program for the Building Inspectors of the Canadian Government including the preparation of documentation, long distance and on-site student instruction, testing and overall evaluation of the program's effectiveness. The long distance portion of the course detailed the use of videotape lectures, assigned reading and assigned problem solving. The long distance instruction was 14 weeks long and resulted in an on-site, weeklong meeting and lecture on the subject of a systems approach to fire safety within the building environment. During the weeklong segment of the course, "real-life" problems were presented to the students with emphasis on the thought process used with respect to solving fire safety problems using a systems approach. The week culminated in a realistic fire safety scenario where a high-rise building problem was considered and investigated.

Fire Protection Engineer Intern, Boston Fire Department Headquarters, Boston, MA, 1995–1996. Work included the complete review of 38 out of 48 chapters and developing three new chapters for the Code. The sections of the Fire Prevention Code were written to comply with State Law and reflect nationally accepted standards of practice. The Fire Prevention Code was also compared to the interrelationships of OSHA, CalOSHA, Factory Mutual, NFPA, and BOCA Mechanical and Electrical Codes to obtain a more fundamental and accurate viewpoint of how the new Code can provide the best Fire Protection as practical. Other codes such as the UBC, San Francisco Fire Prevention Code, and the UFC were used to supplement specific sections of the Boston Fire Prevention Code. Reviewed and analyzed Performance-Based Fire Safety Design documentation for the Sprinkler Appeals Board hearings. The analysis included a review of computer model output, critical review of reports, collection of technical papers, and interviews of some of the authors of the technical papers. The analysis allowed the Fire Department to build an accurate and technical argument based on information submitted for review and under appeal.

Process Control Engineer, Laminated Papers, Inc., 1993–1994. Functioned as both Health and Safety Coordinator and Maintenance Supervisor petrochemical paper lamination line. Process control and engineering support for the kraft paper conversion lines. Duties included statistical analysis and process controls for the manufacturing of vapor wrap in accordance with mill and customer specifications.

PROFESSIONAL STANDING

Licenses

National Council of Examiners for Engineers and Surveying (NCEES), No. 35472

Committees

Principal, Technical Committee on Fixed Water Spray Systems (WAS-AAA), NFPA 15

Alternate, Technical Committee on Fire Safety Concepts Tree, NFPA 550

Alternate, Technical Committee on Evaluation of Fire Risk Assessments, NFPA 551

Awards

Recipient, Last Alarm Scholarship, Worcester Polytechnic Institute

NOTABLE PUBLICATIONS AND PRESENTATIONS

Nadeau, D. and Wojcik, M., "Transformer Vault Risk Analysis," *Phoenix Chapter of the Society of Fire Protection Engineers*, Phoenix, AZ, April 2004

Donga, P., Fleming, J., and, Wojcik, M., "Code Officials and Performance Based Fire Safety," *16th Annual Build Boston*, World Trade Center, Boston, MA, November 14–16, 2000

Wojcik, M., "Communication of Fire Protection Objectives," presented at the *Fire Risk and Hazard Research Application Symposium*, San Diego, CA, June 1999

Donga, P., Fleming, J., and, Wojcik, M., "Code Officials and Performance Based Fire Safety," *Second Conference on Fire Safety in the 21st Century*, Worcester, MA, June 9–11, 1999

Wojcik, M., "A Code Official's View of Performance Based Codes," presented at the *NFPA/SFPE Tutorial on Performance-Based Approaches for AHJ's*, Worcester, MA, 1997

Fitzgerald, R., Nadeau, D., Pietroforte, R., and, Wojcik, M., "Building Fire Performance Evaluations," published in the proceedings of the *International Conference on Performance-Based Codes and Fire Safety Design Methods*, Ottawa, Canada, 1996

SELECTED PROPANE PROJECT EXPERIENCE

Project Name: AZ Propane CC
Project Location: Phoenix, AZ US
Client Name: Ross Design

Description: Project will consist of relocating the existing liquefied petroleum gas (LP-Gas) tanks from the previous facility to the new site. The primary use of the new facility will be the storage and transfer of LP-Gas. There are four (4) tanks to be installed at the new site; each with a volume of 18,000 gallons filled to 80 percent volume. Consultant will provide the Client with code consulting services for the proposed site and the storage/transfer of LPG.

Project Name: Blue Star Gas CC
Project Location: Phoenix, AZ US
Client Name: Blue Star Gas Associates

Description: Consultant to provide a site survey and code consulting services related to the installation of a 30,000 gallon LPG tank. The facility will be used as a storage and transfer site. Consultant will provide the Client with a fire protection analysis outlining the requirements of the IFC.

Project Name: KMCO
Project Location: Crosby, TX US
Client Name: KMCO, LLC
Completion Date: 12/30/2014

Description: The project will consist of installation of a new 70,000 gallon isobutylene tank (liquefied petroleum gas / LPG). Consultant will provide the Client with code consulting services for the proposed site and the storage/transfer of LPG.

Project Name: JBR-Activation of LPG Deluge System
Project Location: Dubai, DUBAI UAE
Client Name: Clarke Samadhin Associates
Completion Date: 02/15/2010

Description: Activation of LPG deluge systems at Jumeriah Beach Residences in Dubai. Consultant surveyed the site to become familiar with the present LPG deluge system, prepared a sequence of events matrix for system initiation, provided guidance on approved or acceptable time duration to allow for acknowledgement of fire alarm notification, and provided recommendations to minimize false alarms and unnecessary operation of deluge system.

Project Name: P1 Retail 3rd Party LPG Services
Project Location: Macau, CHINA
Client Name: Venetian Orient Limited
Completion Date: 01/14/2011

Description: Venetial Cotai – Parcel 1 Retail tenant spaces third party LPG review services.

O: +1 508-620-8900
F: +1 508-620-0908

1661 Worcester Rd. | Suite 501
Framingham, MA 01701 USA

jensenhughes.com

Project Name: Wynn LPG & Diesel
Project Location: Macau, CHINA
Client Name: Wynn Macau
Completion Date: 05/09/2013

Description: Third party review of existing LPG and diesel supply system based upon ICC requirements.

Project Name: LPG Consulting Service for Torch
Project Location: Macau, CHINA
Client Name: ACEL Engineering CO. Ltd
Completion Date: 12/18/2012

Description: Third party review of LPG torch

Project Name: Venetian P1&2 HVAC/Grease Duct & LPG
Project Location: Macau, MACAU CHINA
Client Name: Venetian Orient Limited

Description: Third party review for HVAC and Kitchen Grease Duct, and review and inspection of LPG.

Project Name: KMS System Process Review
Project Location: Wilmington, MA US
Client Name: Koch Membrane Systems, Inc
Completion Date: 11/02/2011

Description: Examination of the existing propane gas system in Building D. Perform a detailed code analysis evaluating the existing system compared with NFPA 54, NFPA 58, applicable OSHA codes, Massachusetts State Building, Fire and Fuel Gas codes.

Project Name: Middlesex Gas & Tech
Project Location: Billerica, MA US
Client Name: PDA Assoc. Inc. (Plan Design Arch)
Completion Date: 05/10/2013

Description: Provide fire protection and life safety code consulting services to PDA Incorporated for the new Middlesex Gases and Technologies Inc. facilities located in Billerica, Massachusetts. The proposed project involves the mixing and distribution of industrial gases. The main building will consist of office space, warehouse areas, and mixing and filling areas. Two (2) separate open structures are proposed located off of the building that will be utilized for the storage of flammable gases and the filling of propane tanks.

Project Name: Denver Taxi Cab
Project Location: Denver, CO US
Client Name: Superior Energy System, Ltd.
Completion Date: 12/31/2009

Description: Review of a Fire Safety Analysis for the installation of an 18,000 gallon propane tank at the Denver Taxi Cab yard.

Project Name: TPWD Big Bend Ranch State Park

Project Location: Lost Mine Trail, TX US

Client Name: Walter P. Moore and Associates, Inc

Description: Big Bend National Park is located in the southwestern part of Texas along the Texas-Mexico border. Client is adding a water tank and two booster pumps to the water system of the Big Bend State Park. The system will have a generator and a propane tank as main power source. The scope of work is limited to the fire protection and life safety requirements of the proposed enclosure housing the domestic water booster pump, generator and propane storage tank.

ADDITIONAL SELECTED PROJECT EXPERIENCE

ConocoPhillips, Lysite, WY 2014

Deluge Suppression/Cooling System Design; Propane Storage Tanks

Plains Midstream LPG Plant, Shafter, CA 2011

Code Consulting; New Addition of Two Propane Spheres & 14 Rail Loading Racks

Exeter Energy, Sterling, CT 2010

Code Consulting; New Vaporizer Installation

Brookhaven National Laboratory, Upton, NY 2009

Evaluation of Campus Propane Installations

Ovens & Advanced Cooking, Cleveland, OH 2013

Code Consulting Services; Installation of Large Volume Propane Storage

LPG Facility for City of Scotts Valley, CA 2008

Code Consulting; LPG Bulk Plant Hazards

Propane Bulk Storage Facility, Manchester Township, PA 2007

Water Supply Analysis, HASS Calculations

If the Board is in agreement, the Board will vote to sign a Biomedical Consultation Services Contract with Benjamin Fontes.



BOARD OF HEALTH
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 x1119
(508) 839-8559 FAX
healthdept@grafton-ma.gov



HEALTH DEPARTMENT

August 12, 2015

TO: Timothy McInerney
Town Administrator

FROM: Nancy Connors / *nnc*
Office Manager

RE: Biomedical Consultant Services

The Board of Health voted at its meeting on July 22, 2015 to continue Biomedical Consultation Services with Mr. Benjamin Fontes with a two year contract.

If you have any questions or need additional information please let me know.

Thank you.

///

To: Timothy McInerney, CPO
From: Benjamin Fontes, MPH, CBSP
Subject: Provision of Biomedical Consultation Services
Date: August 9, 2015

This is a bid to renew my contract for biomedical consultation services to the Town of Grafton at the same fees from the previous 2 year period August 2013 to July 2015. This renewal bid will cover the two year period August 1, 2015 to July 31, 2017. The CVs for myself and the back-up professionals have not changed, we are all at the same employer noted in the prior contract bid. If a back-up professional leaves the region, I will provide the name of a new back-up along with their CV for the records.

I. Introduction

This letter and the attachments represent my official bid to the Town of Grafton, MA for the provision of biomedical consulting services as described in the "Invitation for Bids for Biomedical Consulting Services." I've attached a copy of my curriculum vitae that documents my education, experience, skills and abilities as a biosafety professional. I've also attached an email from our Employee Health physician confirming that I'm cleared to serve as a member of the emergency response team, which includes the use of respiratory protection for entry to response to hazardous materials incidents or entry to biohazard laboratories that require respiratory protection.

II. Scope of Services for Provision of Biomedical Consultation Services

The scope of services will include interviews with entities covered by Article 27: Regulations Relative to Biomedical Research in the Town of Grafton, MA General By-Laws; the review of permit applications and related documents (including site specific responsibilities for the control of biohazards, program management information and related manuals, the list of agents in use, risk assessment and risk management documentation, training records, researcher qualifications, medical surveillance criteria, containment facility standard operating procedures, facility validation reports, and related regulatory compliance documentation required by applicable local, state and federal regulations, standards, and guidelines pertinent to use of moderate to high risk biohazards); laboratory inspections of registered work, storage, and support locations and associated written reports of findings based on the checklists described in the bid invitation; support documentation to accompany recommendations to authorize or decline entities seeking approval to conduct biohazard research with Risk Group 3 or agents in the Town of Grafton; an annual review of biohazard and related emergency response plans; and the provision of emergency response consultation services. It is anticipated that emergency response services would not cover primary response and mitigation, but assisting the Town of Grafton in the immediate review of the incident and the entity's reporting, response and follow up efforts. Each entity

conducting such work must maintain compliance with OSHA emergency response regulations and must have trained onsite responders or have contracted these services. Responding to an event in BSL3 or BSL4 laboratories would, commensurate with emergency response regulations, may require a minimum of four emergency response participants in addition to support personnel for compliance. My back-up and I are cleared to wear a wide range of respiratory protection required for emergencies in BSL-3 laboratories and we also already have Select Agent SRA clearance for access to select agents at Yale.

I have also included a separate cost proposal that would include a thorough review of the existing Biomedical Research Regulation and written recommendations for proposed changes or enhancements to the law.

Back-up personnel:

Maryjo Lanzillotta, MS, RBP, CBSP Associate Biosafety Officer, BSL3 Lab Manager, Yale University Environmental Health & Safety (resume attached).

Brian Mullins, MS. BSL3 Lab Technician, Yale University Environmental Health & Safety, Yale University (resume attached).

III. Specifications:

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

The proposed bid hereunder is to provide biomedical consulting services for the Town of Grafton in accordance with the specification entitled "Scope of Services for Provision of Biomedical Consultation Services".

The undersigned having examined carefully the General Information and Submission Requirements, Scope of Services, and 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.

1. Lump Sum Bid Price for Project Not to Exceed: \$6,276.44 (Does not include emergency response services – see below for anticipated costs)

Six thousand two hundred seventy six dollars and forty four cents

(Written Dollar Amount)

2. Estimate of hours to be dedicated to each component of the Scope of Services, and hourly rates by involved staff:

<u>Component</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Component Cost</u>
1. Meet with principals to review and discuss requirements	\$100.00/hr	3.0	\$300.00
Travel (Round trip expenses mileage – 204 miles x 55.5 cents/mile, 3.0 hr travel to/from at \$25.00 hour time rate) = \$188.22 travel cost.	\$25.00/hr travel		\$188.22
<hr/>			
2. Review of documentation (pre-inspection review). Estimated 8 hours for initial applications.	\$100.00/hr	8.0	\$800.00
<hr/>			
3. Start up or annual inspections	\$100.00/hr	16.0	\$1600.00
Travel (Round trip expenses mileage – 204 miles x 55.5 cents/mile, 3.0 hr travel to/from at \$25.00 hour time rate) = \$188.22 travel cost.		Estimated inspection time: 2 inspectors for one day	\$188,22
<hr/>			
4. Inspection reports/documentation	\$100.00/hr	12.0	\$1200.00
<hr/>			
5. Annual review of emergency response plan and documented report	\$100.00/hr	8.0	\$800.00
<hr/>			
6. Assist with emergency response (consultation or participation if	\$100.00/hr	Low likelihood of	\$

needed)		occurrence	
Travel time as noted in #3 above, and \$25.00/hr plus associated expenses (hotel at \$125.00 night, meals at \$45.00/day if applicable). An additional fee of \$25.00/hr charged for time required onsite to continue response to next day (time at location not "working" but away from home).			
7. Alternate Cost for review of Article 27 and related regulations	\$100.00/hr	12.0	\$1200.00
		TOTAL ESTIMATED COST	\$6,276.44

COMMENTS: Emergency response costs are not included as containment laboratories require all work to be conducted within primary containment devices by trained personnel. Within our on 5 BSL3 Research Facilities, I have only seen one event in the last 17 years.

Two inspectors are anticipated in the first year of the contract to ensure adequate time to review training programs and records, drills, worker certification programs, facility validation records, preventive maintenance records, security systems, and allow flexibility to meet with applicable entity staff, including employee health, biosafety, facility managers, animal care staff, Principal Investigators, lab managers or lead research personnel, facility maintenance staff, representatives from the Institutional Biosafety Committee and/or the administration, and other applicable staff. In addition to personnel interviews, two inspectors will provide an opportunity to conduct the required opening and closing conferences, interviews, onsite documentation review (items that can't and should not be distributed), visits to all use, support and storage locations, and inspection of mechanical, plumbing and/or electric systems to support the containment laboratories.

IV. Firm Information and References:

Bidders must provide general information about the firm, curricula vitae/resumes of staff to be assigned, and a client list. In the case that consultants are solo practitioners, documentation of appropriate service back-up arrangements must also be provided.

Bidders must provide references for all customers who have received the proposed services for the previous two years, with contact names and telephone numbers. Copy the second reference sheet to provide any references in addition to the four spaces allotted and indicate below the total number of references included in the submission.

Reference: Dr. Walther Mothes, Principal Investigator, Yale University

Address: _____

Contact: _____

Phone: (203) 737-2203

Email: walther.mothes@yale.edu

Description and dates of supplies and/or services provided: Have provided biosafety services, included training, inspections, development of standard operating procedures and incident response to Dr. Mothes and his BSL3 laboratory research staff from 2003 – 2012.

Reference: Mr. Geoff Lyon, Manager, Yale University Cell Sorting Containment Facility

Address: _____

Contact: _____

Phone: (203) 737-6471

Email: geoffery.lyon@yale.edu

Description and dates of supplies and/or services provided: Assisted Mr. Lyon with the development of standard operating procedures for a BSL3 Cell Sorter, design of the BSL3 Cell Sorting Facility, and training in BSL3 containment work practices.

Reference: Dr. Priti Kumar, Principal Investigator, Yale University

Address: _____

Contact: _____

Phone: (203) 737-3580

Email: pri.kumar@yale.edu

Description and dates of supplies and/or services provided: Have provided biosafety services, included training, inspections, development of standard operating procedures and incident response to Dr. Kumar and her BSL3 laboratory research staff from 2003 – 2012.

Reference: Mr. Jack Tiboni, Manager, Facilities, Yale School of Medicine

Address: _____

Contact: _____

Phone: (203) 785-3417

Email: jack.tiboni@yale.edu

Description and dates of supplies and/or services provided: Assisted Yale Facilities with validation of Yale BSL3 laboratories which involves testing of failure modes and controls associated with the BSL3 HVAC system, air balancing, and evaluation of all facility alarms. Have provided this assistance from 1996 – 2012.

Reference: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Description and dates of supplies and/or services provided: _____

V. Statement 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: Benjamin Fontes, MPH, CBSP Telephone: 203-407-0488

Address: 172 Mather Street, Hamden, CT 06517



Signed: _____ Date: August 9, 2015

Title: Biosafety Officer

INVOICE for Biosafety Consultant Services
August 29, 2013
Town of Grafton Board of Health
Inspection of Tufts Cumming School of Veterinary Medicine

Bill for Biosafety Services Rendered		
Item	Hours worked plus travel expenses (per contract)	Total Due
Preparation for audit -Meeting with TCSVM Biosafety Officer -Review of Documents at Town of Grafton Board of Health -Review of TCSVM Registration with Town of Grafton	11.0 (see contract for travel hours and miles)	1,288.00
Onsite TCSVM Inspection (08/01/13) -Inspections of Buildings 55, 21, and 20 -Interviews with IBC Chair, Tufts EHS Director, Tufts EHS Biosafety Officer, RBL Facility Manager, RBL Assistant Director, RBL Animal Care Staff Member, BSL3 Principal Investigator, Select Agent Principal Investigators	16.0 hours (rate charged for two inspectors) (see contract for travel hours and miles)	1,788.22
Preparation of TCSVM Inspection Report	12.0	1,200.00
Review of Town of Grafton Emergency Response Plan	8.0	800.00
Grand Total Services Due		5,076.44

Grand Total Due

\$5,076.44

Payable to:

Benjamin Fontes

Taxpayer ID: 023-58-9510

Mailing Address:

Benjamin Fontes

172 Mather Street

Hamden, CT 06510

The summary of what you can expect from us is as follows:

- The Grafton BSL3/ABSL3/BSL2/ABSL2 facilities that we visited were (for the most part) in full conformity with applicable regulations, standards and guidelines. We did find an area that did not have an eyewash within the required distance to the lab, but the CDC didn't note this on their last visit – but from a risk standpoint, it wasn't high when you factor in the personal protective equipment that is worn.
- The Safety representatives were very knowledgeable of their responsibilities and quite experienced. The relationships between the faculty and the safety professionals are invaluable. There is quite a strong assembly of Biosafety and Biosafety knowledgeable EHS Professionals located in the Tufts EHS Department. We felt that the faculty in Grafton is in quite good hands when it comes to receiving cogent EHS information related to biocontainment.
- We were also impressed with the very strong leadership, management and hands-on responsibility for running the Tufts Grafton RBL. Tufts has certainly embraced the team approach and the support system for maintaining a strong biosafety leadership program for the RBL is quite admirable.
- The relationship between the faculty, the safety representatives and the Grafton BOH is also invaluable.
- The animal care and use staff were highly trained and limiting the number of animal staff who have exposure to high risk agents is an extremely good practice.
- Tufts has impeccable records and they are voluminous. Three of us could not read "all" of the records in the one visit. We did scan all of them and everything looks in order, but we were impressed with not only the records, but their immediate knowledge of the material contained within them.

No inspection is w/out findings, but our team did not believe there were findings that were very significant.

We will provide a summary of ALL of our findings for you and for the Tufts EHS group to review for action as needed. A lot of what we find may be varying interpretations of what may be considered best practices or industry custom. We will in our report link our findings or recommendations to the best citation in the applicable guidelines OR we will indicate that this is "best practice."

The most curious finding that our team had was that we heard "4" different interpretations of what to do in an emergency (i.e. a spill of infectious or toxic materials outside of primary containment). Tufts EHS had one version (which we felt was the correct and most appropriate version), but each of the 3 PIs that we spoke to all had a different take on the spill response. We'll list those versions in the report, but one recommendation (we did not consider this significant as Tufts EHS has posters up in the labs citing what to do in the event of an emergency and I know that they conduct drills) – we will make is that Tufts should consider "one" uniform emergency response protocol for their high risk laboratories.

There was one procedure involving animals that is being conducted that could possibly generate risk to the workers, and although we cannot require that the procedure be changed, it should be given consideration for possible change (and this was also noted by the CDC on their inspection report when they visited Tufts in the Fall last year).

INVOICE for Biosafety Consultant Services

July 25, 2014

To the Town of Grafton Board of Health

For a Review of the Tufts Cumming School of Veterinary Medicine Biomedical Research
Application

Bill for Biosafety Services Rendered		
Item	Hours worked x hourly rate	Total Due
Review of 2014 Tufts Cummings School of Veterinary Medicine Biomedical Research Application and formulation of report for Town of Grafton Board of Public Health.	16 hours x 100.00/hour	1,600.00
Grand Total Due		1,600.00

Grand Total Due

1,600.00

Payable to:

Benjamin Fontes

Taxpayer ID: 023-58-9510

Mailing Address:

Benjamin Fontes

172 Mather Street

Hamden, CT 06510

TOWN OF GRAFTON

Board of Health

30 Providence Road
Grafton, MA 01519
Phone: 508-839-5335 X 1119 Fax: 508-839-8559

DATE: July 29, 2014
INVOICE # 2014-1BF
FOR: Benjamin Fontes

Bill To:

Tufts Cummings School of Veterinary Medicine
200 Westboro Road
North Grafton, MA 01536
508-887-4740

DESCRIPTION	AMOUNT
Review of 2014 Tufts Cummings School of Veterinary Medicine Biomedical Research Application and formulation of report for Town of Grafton/Board of Health. 16 hours @ \$100.00 / hour	1,600.00
TOTAL	\$ 1,600.00

Make all checks payable to: Town of Grafton
If you have any questions concerning this invoice, contact: *Mandy Connors*
Phone: 508-839-5335 X 1119
Fax: 508-839-8559

THANK YOU FOR YOUR BUSINESS!

**TOWN OF GRAFTON
AGREEMENT FOR SERVICES**

BIOMEDICAL CONSULTATION SERVICES

THIS AGREEMENT made this 18th day of August 2015, by and between Benjamin Fontes, hereinafter called the "Contractor" and the Town of Grafton, a municipal corporation located in Worcester County Massachusetts, hereinafter called the "Town".

WITNESSETH: That the Contractor and the Town for the consideration hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Contractor shall provide all materials, labor, tools, equipment, vehicles and insurance to undertake provision of biomedical consultation services under the direction of the Health Agent as outlined in "Scope of Services for Provision of Biomedical Consultation Services".

In the event that the Contractor is unavailable to perform these activities due to travel or other reason accepted by the Town of Grafton, the contract will notify the Town at least one week prior. During this time, the Contractor's designated and approved back-up will provide the services agreed to in this contract.

ARTICLE 2 - THE CONTRACT SUM

The Town shall pay to the Contractor for the performance of this Contract, in current funds upon satisfactory performance in the sole opinion of the Town, the sum of **\$6,276.44**.

ARTICLE 3 - TERM

The work to be performed under this contract shall commence on **August 1, 2015**. The contract shall be for a two-year term, and may be extended for an additional two years at the Town's sole discretion.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents shall consist of this Contract, the specification entitled "Scope of Services for Provision of Biomedical Consultation Services", the bid proposal **dated 2015** and any insurance certificates required under this contract and they are fully part of the Contract as if hereto attached or herein repeated and shall constitute the entire agreement between parties.

ARTICLE 5 – INSURANCE

The Contractor shall provide automobile liability insurance for hired and non-owned automobiles with the following limits:

Bodily Injury:	\$100,000 (Combined Single Limit)
Property:	\$300,000

All insurance coverage shall remain in effect throughout the term of this contract.

The Contractor shall provide certificates of insurance to the Town prior to the start of work outlining the above minimum limits.

ARTICLE 6 - LIABILITY

The Contractor shall be solely responsible for any damages to personal property suffered, whether such damages are caused by the contractor, its agents, servants, employees, or its equipment. The Contractor shall further be solely responsible for all personal injury and death claims resulting from negligence or wrongful acts of the contractor, its agents, servants, employees and for all such injuries or claims arising from a malfunction of its equipment. The Contractor further agrees to indemnify and hold the Town harmless against any and all such claims arising out of the Contractor's performance under this contract.

ARTICLE 7 - APPLICABLE LAW

The law of the Commonwealth of Massachusetts shall apply to the interpretation or enforcement of this Contract, which may be enforced by either party only in a Massachusetts court of competent jurisdiction. The laws and regulations of the Commonwealth of Massachusetts and the by-laws of the Town of Grafton related to work performed on public buildings is incorporated by reference and made a part of this Contract.

ARTICLE 8 - WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE

The Contractor's employees, servants and agents shall be deemed not to be Town's employees for either worker's compensation or employment insurance purposes, or any other purpose.

ARTICLE 9 - TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), the authorized signatory of the Contractor, do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

ARTICLE 10 - NOTICES

As to the Town of Grafton:

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

As to the Contractor:

Mr. Benjamin Fontes. MPH, CBSP
172 Mather Street
Hamden, CT 06517

ARTICLE 11 - TERMINATION

The Town may terminate the contract on seven (7) days written notice to the Contractor if the Contractor fails to supply any of the required certifications in a form acceptable to the Town as required by this Agreement.

The Town may also terminate the contract on seven (7) days written notice to the Contractor if the Contractor fails to provide services in a diligent or timely manner or provides services that do not conform to the specifications. The Town's remedies will be as set forth in the Remedies section of this Contract.

This contract may also be terminated at any time for the convenience of the Town at the option of the Town Administrator by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered up to the date of said termination in accordance with the rates of compensation specified in this Contract. If the Town terminates the contract before work commences, the Town shall not owe the Contractor anything.

ARTICLE 12 - SIGNATURES AND EFFECTIVE DATE

Three original signed copies of this Contract will be executed (two for the Town, one for the Contractor), and each party represents that its signatories have the authority to enter into this Contract.

The Contract shall take effect on the date that the last signature listed below (including a majority of the Town's Board of Selectmen) has been obtained.

IN WITNESS WHEREOF, SAID TOWN OF GRAFTON has caused this contract to be executed in its name and behalf by the Board of Selectman and the CONTRACTOR has executed this agreement upon the day and year first above written.

CONTRACTOR:

TOWN OF GRAFTON
BOARD OF SELECTMAN

Date:

Date:

APPROVED AS TO AVAILABILITY OF FUNDS

Town Accountant
Date:

Contract Approved as to Form Only

Bowman & Penski
Town Counsel
Date:

If the Board will discuss Jordan's Garage – The Boulevard.

If in agreement, the Board will vote to accept the 8/4/15 meeting minutes as presented.



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

**BOARD OF SELECTMEN
MEETING**

August 4, 2015
Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00 PM. Attendees: Craig Dauphinais, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John-Dupuis. Absent: Jennifer Thomas

GURR – Jon Delli Priscolli- to discuss 8 Upton Street and Super Park

Mr. Delli-Priscolli addressed the board to discuss his May 2015 letter regarding the GURR and 8 Upton Street, Super Park.

Mr. Delli-Priscolli stated he has plans for the 6 or 7 acres he has to build two storage tracks and a small parking lot and use it as an intermediate spot. He also stated that he is interested in what the Town has for plans and would like to get a copy of the Superpark plans.

Mr. McInerney explained where the super park may go and that the Town is looking at drainage and soil conditions and maybe swapping out some wetlands. Also, that the Town is trying to design the park to go where it will fit best. The Town is waiting for information from the Engineer as to where the park should go. Mr. Willardson showed a conceptual plan. Mr. McInerney stated that everything can change depending upon the engineer plans.

Mr. Dauphinais explained that the Superpark project has been going on for a long time and that the Board feels this would be a good location to have it, the spot was available and the Town bought the property several years ago. One of the two articles for Superpark did not pass at fall Town Meeting. We are now regrouping for the next Town Meeting.

Mr. Dauphinais asked Mr. Delli-Priscolli if he thinks the railroad will continue to use the area as a staging area. Mr. Delli-Priscolli stated yes, due to the increased train traffic in Milford, Hopedale and Upton. Mr. Delli- Priscolli further state that this is essentially a small staging area and that the railroad was awarded the States Chapter 130 grade crossings and that GURR would like to make it a fully automated triple crossing. Upton was very agreeable with working with the state in getting four crossings. Mr. Delli-

47 Priscolli further stated that the railroad is responsible for what is inside the rails.
48 Municipalities are responsible for the yellow pre-warning circle signs. With Chapter 130
49 the entire thing will be rebuilt and again encourages Town leadership to reach out to
50 their state delegation. Possibly get for next year or possibly this year.

51

52 Mr. Spinney asked if the two spurs the GURR have are for storing rail cars Mr. Delli-
53 Priscoli stated not for long term as they are moving constantly and it depends on what
54 cars are there. They are primarily carrying sheet rock and wood Pellets.

55

56 Mr. Flynn asked Mr. Delli-Priscoli who is the contact person at Mass DOT to find out
57 about the tracks and crossing. Mr. Delli-Priscoli stated that his contacts at Mass DOT
58 are Guy Bresnahan and Jody Rae. He recommends our senator and State
59 Representative give a call to the DOT.

60

61 Mr. McInerney asked if there are any structures to be built. Mr. Delli Priscolli stated no.

62

63 **Appointments**

64

65 Mr. Padgett made a motion to appoint Cooper Cerulo to the EDC, Mr. Spinney
66 seconded. All were in favor.

67

68 Mr. Padgett made a motion to appoint Tim McInerney as delegate to CMRPC and Craig
69 Dauphinais as alternate to CMRPC. Mr. Spinney seconded, all were in favor.

70

71 Mr. Padgett made a motion to appoint Patricia Myers to the Information Technology
72 Committee, Mr. Spinney seconded, and all were in favor.

73

74 Mr. Flynn made a motion to sign IMA with Central Mass Regional Stormwater Coalition
75 Mr. Padgett seconded. All were in favor.

76

77 **New Business**

78

79 Mr. Spinney made a motion to sign and award contract to Integrated Solutions Group
80 for Cable Studio AV Equipment Upgrade in Fin Com Room. Mr. Padgett seconded. All
81 were in favor.

82

83 Mr. Flynn made a motion to sign and Award Contract to Page Contracting, Inc. for
84 South Grafton Community House Roof Repairs. Mr. Padgett seconded. All were in
85 favor.

86

87 Mr. Spinney made a motion for the Chairman to sign Commissioning Agreement with
88 Moriarty and Associates. Mr. Padgett seconded. All were in favor.

89

90

91

92

93 **Selectmen's Report**

94

95 Mr. Dauphinais stated that there is a letter from Donna Stock on the School Committee
96 who will be stepping down. This will be posted next week to fill the remainder of her
97 term, in September sometime.

98

99 **The Town Administrator Provided the Following Information:**

100

101 • Charter Review-Moderator has advertised for this and is anticipating 7 members to
102 serve.

103

104 • Mr. McInerney attended a meeting with Sean Cronin of DOR. The governor has
105 created a Community Compact with executive order. For every grant the Town puts
106 in there are extra points for community's that are part of the compact. After the
107 cabinet reviews them. The Governor will come out and acknowledge the Board and
108 have a signing ceremony and help with grant opportunities.

109

110 • One Grafton Common- Mr. Willardson things are proceeding very well, 4th month no
111 change orders. Mr. McInerney is still meeting weekly with tenants. Appletree did
112 receive a grant from a private foundation and want us to modify agreement with
113 Dixon Salo to do the additional exterior work and apple tree arts will pay for the
114 design work and the construction.

115

116 • Gov budget not signed yet. There was \$62,777 allocated for Grafton for additional
117 snow relief and a lot of flexibility how it can be spent. Once ratified that will be our
118 share. Distributed through chapter 90 formula mechanism but there will be flexibility
119 on how it can be distributed.

120

121 • Free Cash-will not be certified as timely, unless it is appropriated at Town Meeting

122

123 • Road Paving; Keith Hill, Ferry Maple and pleasant have had the top coat done.
124 Brigham Hill will be before school begins.

125

126 **Draft October Town Meeting Warrant**

127

128 Mr. McInerney stated there are 45 articles in the draft and are not set in stone, just to
129 be considered and does not want to wait until the last minute to discuss the warrant.

130

131 New things: Glossary to the back will be added, Page numbers, and a table of
132 contents.

133

134 The Charter talks about the board considering any articles 45 days prior that puts us
135 at Sept 7th.

136

137 Mr. Willardson takes the Board through all of the articles.

138

139 Mr. Flynn asks about article 42 and if there is a process. Mr. McInerney stated that is
140 goes through the planning Board. Mr. Flynn asks who looks at drainage, Mr.
141 McInerney stated our consultant.

142
143 Mr. Dauphinais asks what the wish is of the Board to put it on another agenda.

144
145 **Boulevard –Discuss the possibility of making Boulevard a one way street.**

146
147 Mr. Dauphinais stated that the back parking lot is a very small site and suggests
148 making this a temporary one way during One Grafton Common construction. We can
149 look at it long term after the construction and recommends from North Street to
150 Worcester Street and right turn only.

151
152 Mr. Dauphinais said we need to make it so people drive on it as if it's a one way. Mr.
153 McInerney stated we can reline it to make it a one way.

154
155 Mr. Flynn stated that if we get it down to one lane for construction purposes this can
156 help during the construction. It is a safety issue.

157
158 Mr. Spinney made a motion to make Boulevard Avenue a one way in the westerly
159 direction from North Street during construction at One Grafton Common. Mr.
160 Padgett seconded. All were in favor.

161
162 **LPG Fire Safety Consultant Update**

163
164 Mr. McInerney stated that the selection committee is meeting two finalists tomorrow.
165 Mr. Flynn asks if the RFP is on the website. Mr. Willardson said it was and believes
166 we took it down.

167
168 **Workshop Schedule 2nd Tuesday of the Month**

169
170 **September:** EDC and Planning Board
171 **October:** Council on Aging and Board of Health
172 **November:** Affordable Housing Trust and School Committee

173
174 **Cable's Use of Old Police Station**

175
176 Mr. Bob DeToma Cable Oversight Chairman addressed Board with an update and
177 provided information. On 7/27 the applicants who applied with a request for
178 qualification, attended the walk through a number of committee members were in
179 attendance. The process has begun and will be some time before we hear back from
180 the three of them. Further updates coming.

181
182 The Committee did not vote to pay the month to month rent, the vote was delayed
183 because we would like the Board to know, that we are interested in a long term
184 lease for the future. We were thinking of 10 years if the Board was agreeable and

185 assume we would continue the month to month \$1200.00 per month. If the Board is
186 in agreement the Committee will move forward.

187
188 Mr. Padgett asked what charter/Verizon is paying for the other building. Mr. Detoma
189 believes that they are playing \$22k.

190
191 Mr. McInerney stated that the Cable Oversight Committee wants to know that the
192 Board is committed.

193
194 Mr. DeToma when they chose someone, they will need to spend money on plans
195 and need to know the Board is looking to move forward.

196
197 Mr. Flynn who holds the lease at the current building? Mr. McInerney states
198 Charter/Verizon has the lease. Now you are talking about having a lease, the Town.

199
200 Mr. DeToma, we need to contact Charter to makes sure this is what they want to do.
201 We need to discuss with Charter if they want to be involved. Mr. Flynn feels he is a
202 little uncomfortable with "us" negotiating a lease with "us" and doesn't see us getting
203 into this tonight. To talk about a 10 years lease with our self is a bit premature with
204 looking at a lease with the cable company.

205
206 Mr. Dauphinais states you need a commitment from the board to take a payment
207 temporarily to hold the building.

208
209 Mr. DeToma stated that Charter/Verizon is required to provide a studio to the Town.

210
211 Mr. Flynn we have an entity that is providing a service to the community and there is
212 a percentage that comes back to the town as part as a lease. The agreement needs
213 to be looked at before we set costs. If it's the town it's one thing but if it's going to be
214 with charter. It muddies the water when dealing with a private entity.

215
216 Mr. Spinney if in the interim cable access is willing to give us a fee until they make
217 their decision and then after that period we can make a lease agreement.

218
219 Mr. Dauphinais stated that the consensus of the Board is let cable do their due
220 diligence and do the month to month. You will assume the monthly rent and utilities?
221 Mr. DeToma says yes.

222
223 Mr. Flynn suggests that cable draft out the 10 year lease and what it would look like
224 Mr. McInerney, yes but is not sure if it's a lease or an agreement, we are not clear
225 on what this will be. Mr. Willardson stated it will depend upon if Charter will move
226 with us.

227
228 **MEETING MINUTES**

229

230 Mr. Spinney made a motion to accept the 7/7/15 meeting minutes as presented. Mr.
231 Padgett seconded. All were in favor.

232

233 **EXECUTIVE SESSION**

234

235 MGL Chapter 30A, Sec. 21(3)

236 Litigation Update

237 Litigation Strategy

238 Union Negotiations

239 Land Negotiation

240 Non Union Negotiations

241 Strategy for Negotiations

242 Minutes

243 **ADJOURNMENT:**

244 Mr. Spinney made a motion to adjourn at 8:50 PM. Mr. Flynn seconded. All were in
245 favor.