



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**

November 3, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

[Paul Pollinger Retirement](#)

[Turkey Trot November 21, 2015](#)

[Grafton Celebrates the Holidays December 6, 2015](#)

1. SCHEDULE

2. APPOINTMENTS

Board of Selectmen

["What If" Committee – Jeff Turgeon](#)

Town Administrator

[Grafton Police Department, Part-Time Public Safety Dispatcher- Christine Cooper](#)

3. RESIGNATIONS

[Andrew Clarke- Associate Member of the Planning Board](#)

4. NEW BUSINESS

a) [Vote to Sign Graves Engineering Contract for Engineering Services Associated with the Stow Road Drainage Improvements Project.](#)

b) [Vote to Approve Common Victualler License – New Fancy Pizza \(Emad Saad\)](#)

- c) [Vote to Approve One Day Beer & Wine License – VFW Post 1497-High School Scholarship Fund Raiser, November 8, 2015](#)
- d) [Vote to Allow the Town Administrator to Sign Letter of Opposition to H.2867 and Removal of Common Carrier Classifications.](#)
- e) [Vote to Sign Chapter 90 for Light Signalization-North Main Street](#)
- f) [Vote to Sign Eastern Minerals Contract \(Primary\) – Salt](#)
- g) [Vote to Sign Morton Salt Contract \(Alternate\) – Salt](#)
- h) [Vote to Sign All States Asphalt Contract – Liquid Calcium](#)
- i) [Vote to Sign Page Contracting Inc. Contract–South Grafton Community Center-Soffit Vents](#)
- j) [Vote to Award and Sign WPI Construction Contract – DPW Building -Roof](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE - None

7. DISCUSSION

- a) [Super Park Charge](#)

8. MEETING MINUTES-None

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Announcement: Paul Pollinger, Town of Grafton Custodian will be retiring
November 6, 2015.

Announcement: The Amazing Turkey Race will be held on Saturday, November 21st 10 AM – 12 PM. The event is open for all ages and the event is free with the donation of a canned good for the Grafton Food Bank. For more information contact Grafton's Recreation Department.

Announcement: Grafton Celebrates the Holidays will be held on Sunday, December 6, 2015. Participating business will be open from 12 PM – 4PM with an array of refreshments and activities for the kids. The Craft fair will be held in the Municipal Center Gym 10 AM – 3 PM. The Tree Lighting and Sign Along at the common will be at 4:30 PM. For more information contact Grafton's Recreation Department.

If the Board is in agreement, the Board will vote appoint Jeff Turgeon to the "What If" Committee.

From: Tim McInerney
Sent: Sunday, October 18, 2015 6:45 PM
To: Cindy Ide; Laura St John Dupuis
Subject: Fwd: I would like to join the "What If" Committee

Timothy P. McInerney, ICMA-CM
Town Administrator
30 Providence Road
Grafton, MA 01519
p. 508-839-5335
f. 508-839-4602
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

----- Forwarded message -----

From: "Jeff Turgeon" <turgeon.jeff@gmail.com>
Date: Sun, Oct 18, 2015 at 3:00 PM -0700
Subject: I would like to join the "What If" Committee
To: "Tim McInerney" <McInerneyT@GRAFTON-MA.GOV>

Tim,

I would like to be appointed to the "What If" committee as one of the resident positions.

Thank you for your support and consideration.

Jeff Turgeon

If the Board is in agreement, the Board will vote appoint Christine Cooper to the position of Part-Time Public Safety Dispatcher for the Grafton Police Department.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

DATE: October 26, 2015
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Recommendation for Part-Time Public Safety Dispatcher

As you are aware, the Grafton Police Department has been recruiting for qualified individuals to supplement the pool of part-time Public Safety Dispatchers.

Christine Cooper has been training with the Grafton Police Department on her own time in the hope of becoming a part-time dispatcher. Ms. Cooper has obtained all requisite qualifications for Public Safety Dispatcher including PowerPhone Emergency Medical Dispatch, E-911 Vesta Pallas and APCO Public Safety Telecommunicator 1 certifications. Christine is also a certified EMT- Paramedic.

Based on reviews from dispatchers who have worked with Christine while she was training, I recommend that Christine M. Cooper of 26 High Street, Millbury, MA be appointed as a part-time dispatcher for the Grafton Police Department. I also request that, pursuant to the CBA between the Town of Grafton and the Grafton Municipal Employees Association, specifically, Article 8 Paragraph C, Ms. Cooper be considered an *Emergency Hire* so that she may begin her duties immediately as necessary to prevent interruption of Town services essential to the health, safety, and welfare of the citizens of the Town.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,

Normand A. Crepeau, Jr.
Chief of Police

Attachments

If the Board is in agreement, the Board will vote accept the resignation of Andrew Clarke- Associate member of the Planning Board.

Cindy Ide

From: Andrew Clarke [andrew_718@hotmail.com]
Sent: Monday, October 19, 2015 12:58 PM
To: BOS
Subject: Letter of Resignation - Planning Board

To the Board of Selectman,

It is with regret that I am writing to inform you of my decision to resign my position on the as Associate Member of the Planning Board, effective immediately.

My other commitments have become too great for me to be able to fulfill the requirements of my position on the Planning Board and I feel it is best for me to make room for someone with the time and energy to devote to the post.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Best Regards,

Andrew Clarke

Andrew Clarke
p: 774-293-1223 | e: andrew_718@hotmail.com | m: 617-835-0332
<http://www.facebook.com/andrewclarke718> | <http://www.linkedin.com/in/andrewclarke718>

If the Board is in agreement, the Board will vote sign the Graves Engineering contract for engineering services associated with the Stowe Road drainage improvements project.

Work Program



100 Grove Street
Worcester, MA 01605
T 508-856-0321
F 508-856-0357
gravesengineering.com

Date: October 13, 2015

To: Tim McInerney, Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

Subject: Stowe Road Drainage

Project No.:

From: Don Graves 

Copies to:

Transmitted By:

- Mail
- Hand
- Fax
- Email
- Fax
- Other: _____

- For Review
- For Files
- As Requested

- Please Reply
- Urgent
- Original via mail

SCOPE OF SERVICES

INTRODUCTION

The CLIENT is experiencing erosion at the outlet-end of a drainage culvert whose inlet is located at the property line between #37 Stowe Road and #74 George Hill Road and whose outlet is located between #38 and #40 Stowe Road. The CLIENT wishes to design and implement a solution to correct the situation. The CLIENT previously retained the ENGINEER to evaluate the conditions and provide recommendations for drainage system improvements to address the erosion and provide long-term stormwater conveyance and management. To that end, the ENGINEER issued a written study (the Study) with findings and recommendations dated October 14, 2010. During the 2010 study and again in 2015 GEI and staff from Grafton Engineering Department met informally with the Grafton Conservation Commission to solicit comments concerning potential infrastructure improvements to address the situation. The CLIENT is now preparing to move forward designing and constructing a drainage system along Stowe Road to convey stormwater runoff from the inlet of the existing culvert located at the property line between #37 Stowe Road and #74 George Hill Road to Cider Mill Pond, managing the stormwater by way of best management practices (BMPs) similar to those presented in the Study, eliminating the existing culvert located between #38 and #40 Stowe Road and restoring the eroded area down-gradient of the culvert. The drainage system will include new catch basins and manholes in Stowe Road along the drainage system's route; no formal drainage system exists in this area. The design is for a new drainage system, but will also include reconstruction of Stowe Road along the section of Stowe Road affected by installation of the new drainage system (approximately 500 feet beginning at the existing culvert inlet and ending where the drainage system leaves Stowe Road to convey stormwater to the new BMP(s) on Town-owned property east of Cider Mill Pond) due to the impacts that construction will have on the road. The ENGINEER is being asked to prepare general site civil engineering design drawings and technical specifications that the CLIENT could use for soliciting bids and executing construction. The ENGINEER will directly provide or subcontract the following phased services in accordance with the current CONTRACT FOR GENERAL ENGINEERING SERVICES between the CLIENT and the ENGINEER dated August 28, 2012:

PHASE 1 - SURVEY

Property Boundary Survey - The ENGINEER will retain B&R Survey, Inc. to perform a property boundary retracement survey of approximately 800 linear feet of Stowe Road from #42 Stowe Road to the Miscoe Brook culvert as well as the three side lot lines between #30 and #42 Stowe Road and the side lot line between #37 Stowe Road and #74 George Hill Road. The survey will be performed in accordance with 250 CMR 6.00 Procedural and Technical Standards for the Practice of Land Surveying. The approach to the survey will be to conduct research for record information required to re-establish the boundary lines for Stowe Road and for the side lot lines proximate to the

X:\Shared\Administration\Proposals\2015\Roadway\GraftonStoweRoadDrainage.con.doc

project. This information will be analyzed and compiled. A field survey will then be performed to locate recoverable property and/or right of way monument markers. This field data will then be merged with the record information and an analysis will be performed to confirm the public right-of-way and abutting property line locations. An AutoCAD electronic drawing file will be prepared depicting the Stowe Road and side property line metes & bounds and any existing easements.

Resource Area Delineation, Stowe Road Soil Borings and Detail/Topographic Survey – The ENGINEER will retain EcoTec, Inc. to identify and delineate (with flagging) wetland resource areas jurisdictional under the Massachusetts Wetlands Protection Act and the Act's regulations, Section 404 of the U.S. Clean Water Act, and the Grafton Wetlands Bylaw. The CLIENT will provide a drill rig and operator and the ENGINEER will observe soil exploration along approximately 500 linear feet of Stowe Road and record the findings of the exploration. The exploration will be for the purpose of estimating the extent of ledge that may be present along the route of a new drainage system in Stowe Road. The ENGINEER will perform a detail/topographic survey of the project area (approximately four acres) consisting of: approximately 800 linear feet of the Stowe Road right-of-way between #42 Stowe Road and the Misco Brook culvert, the area surrounding the inlet of the existing culvert located between #37 Stowe Road and #74 George Hill Road, the area of the existing culvert and eroded channel on properties of #38 and #40 Stowe Road, and the northern area of Town-owned property at Assessor's Map 86, Parcel 12. The ENGINEER will first establish a coordinate control system off the State Plane Coordinate System including the NAVD88 vertical datum to coincide with FEMA's FIRM mapping. All new survey work will be done in this coordinate system. Specific detail/topographic items of work are as follows:

1. Observe soil exploration borings along Stowe Road in the area of the anticipated drainage system route.
2. Solicit any available drawings and/or records that might be pertinent to the Project from the CLIENT.
3. Field locate edges of pavement, curbs, curb cuts, signs, utility poles, overhead wiring, building corners, sheds, retaining walls, manholes, catch basins, valve boxes, hydrants, tree lines, fences, retaining walls, drainage swales, ground cover areas, wetland flags, pavement markings, signs and any other visible permanent surface features.
4. Supplement the detail location shots with spot grade shots.
5. Open accessible drain manholes and catch basins. Measure and record pipe invert elevations, pipe diameters, pipe materials, and penetrations or any other pertinent data for each utility structure opened.
6. Establish the FEMA 100-year floodplain boundary line from the most recent FIRM mapping and locate same on the existing conditions site plan.
7. Evaluate, assemble, and compile existing drain, electric, telephone, or any other available underground utility information.
8. Prepare an AutoCAD site detail/topographic plan based upon field survey data, compiled utility data and soil exploration. The AutoCAD drawing shall include one-foot contours along with pertinent spot grades. The plan will have separate layers depicting the various plan features.
9. Merge the property boundary survey into the site detail/topographic survey plan to produce one composite base existing conditions site plan.

PHASE 2 – SCHEMATIC DESIGN

The ENGINEER will develop one conceptual site layout for the Project taking into account actual detailed topographic survey data, informal comments received from Grafton Conservation Commission and any environmental and/or floodplain restrictions. Specific items of work are as follows:

1. Develop one schematic site layout plan.
2. Conduct field stormwater management test pit evaluations and prepare soil log reports (excavation to be performed by the CLIENT). The CLIENT is to provide a backhoe and operator.
3. Meet with the CLIENT to review and discuss the schematic layout. The objective being to vet the schematic design and any issues identified during Phase 1 or Phase 2 before moving forward with detailed design.

PHASE 3 – FINAL DESIGN

Final site design drawings for the Project will include sediment and erosion control, demolition, layout, grading, drainage, stormwater management, roadway reconstruction, site restoration, and details.

1. Prepare a sediment/erosion control & demolition plan to identify required sediment/erosion control systems as well as existing site features to be removed, abandoned, and/or salvaged.
2. Prepare Rational Method calculations to design the drainage piping system.
3. Conduct a pre and post hydrologic analysis of stormwater runoff utilizing SCS TR-20 computer modeling with integral flow routing. The 2010 pre-development analysis will be reviewed, and updated, if necessary, to incorporate any new information obtained during Phase 1. The post-development analysis will be used to size stormwater management facilities and the hydraulic inlet, outlet control and energy dissipating structures.
4. Design a stormwater management system with water quality, quantity, and possibly recharge facilities.
5. Prepare a layout plan including centerline stationing, horizontal layout of edge of pavement, curb cut(s), driveway(s), bituminous pavement, pavement markings, signage and any other pertinent site features.
6. Prepare a site grading plan complete with centerline stationing, one-foot existing and proposed contours along with necessary spot elevations. The grading plan will include drain line locations along with catch basins, drain manholes, headwalls, inlets, outlets, storm water management improvements and restoration improvements associated with the eroded channel.
7. Prepare profile-view plans consisting of centerline stationing, existing and proposed centerline elevations, and storm drain locations, invert elevations, sizes, slopes and materials.
8. Prepare pertinent construction details and drawing notes.
9. Attend two progress meetings with the CLIENT.
10. Forward one complete set of site design drawings to the CLIENT for review.
11. Prepare one pdf electronic drawing file of the full site design drawings suitable for permitting.

PHASE 4 - PERMITTING

The site improvements will require a Notice of Intent filing with the Grafton Conservation Commission/MADEP. The ENGINEER will perform the following services, as applicable, to the specific permit:

1. Prepare necessary application form(s).
2. Obtain a certified list of abutters for the Project from the Town of Grafton.
3. Prepare certified mailings for each abutter.
4. Deliver application and supporting documentation to the Town of Grafton and MADEP.
5. Attend one site walk and up to two meetings with the Grafton Conservation Commission to present the Project and answer questions.
6. Make minor design revisions, as necessary, to secure approval.

PHASE 5 – TECHNICAL SPECIFICATIONS

As the Project will be publicly-procured, the ENGINEER will prepare technical specifications that the CLIENT will incorporate into the Project Documents. The Project Documents will be assembled by the CLIENT. Technical specifications will be prepared for:

1. Erosion and sediment controls.
2. Drainage and stormwater management system construction.
3. Road reconstruction.
4. Site restoration.

PHASE 6 – CONSTRUCTION ADMINISTRATION

The ENGINEER will provide the following part-time construction administration services as requested by the CLIENT:

1. Address comments and questions from prospective bidders.
2. Assess and respond to any RFI's and requested change orders.
3. Review shop drawings.
4. Review monthly contractor payment requisitions.
5. Conduct site visits during the course of construction and prepare a field report for each site visit.
6. Conduct a final site inspection.
7. Review contractor's record drawings for general compliance with design drawings.
8. Perform a record survey and prepare a record plan.
9. Upon Project completion, prepare and submit to the Grafton Conservation Commission a Request for Certificate of Compliance.

FEES

Phase 1 – Survey	\$16,500.00 Fixed Fee
Phase 2 – Schematic Design	\$5,200.00 Fixed Fee
Phase 3 – Final Design	\$17,800.00 Fixed Fee
Phase 4 – Permitting	\$3,300.00 Fixed Fee
Phase 5 – Technical Specifications	\$2,500.00 Fixed Fee
Subtotal	\$45,300.00 Fixed Fee
Phase 6 – Construction Admin.	Standard Unit Rates
Any other service	Standard Unit Rates

SPECIAL CONDITIONS

The following costs and/or services are excluded from this contract:

- A. Review, filing, permit fees.
- B. Legal advertisements.
- C. Printing and mailing costs.
- D. Designing temporary or permanent easements.
- E. Police traffic details.
- F. Historical or archeological applications or filings.
- G. Geotechnical assessments, borings and test pits other than those identified herein.
- H. Construction cost estimates.
- I. Construction bid documents other than final design plans and technical specifications.
- J. USEPA Construction General Permit Notice of Intent and SWPPP.
- K. Any services or requirements associated with hazardous materials including 21E.
- L. Drill rig and operator for soil borings.
- M. Backhoe and operator for soil test pit excavations.
- N. Any construction survey control and/or stake-out.
- O. Any meetings beyond those specifically identified herein.
- P. Any service not specifically described herein.

WORK PROGRAM AUTHORIZATION

CLIENT Acceptance

Signature

Date

If the Board is in agreement, the Board will vote to approve a Common Victualler License for New Fancy Pizza. The new owner will be Emad Saad.

DATE: 10/27/2015

New Fancy pizza
Company Name:

Application for and/or renewal of Town Licenses. 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.

Date(s) of Function

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 checked="" 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 type="checkbox"/> One Day Beer & Wine (\$25) |
| <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: New Fancy pizza

License in name of: Emad Saad

Name: _____

Title: owner

Manufacturer: _____

Business Address: 3 main st

South grafton MA 01560

Phone No.: 508-839-6488

Residence: 103 B Fisher st -

westboro MA 01581

Phone No. 508-314-1172

Signature of Applicant: _____

Emad Saad

* Purchasing New fancy Pizza
new license

PLEASE COMPLETE THE REVERSE SIDE

If the Board is in agreement, the Board will vote to approve a One Day Beer & Wine License for the VFW Post 1497 for a High School Scholarship Fund Raiser on November 8, 2015.

DATE: Oct 19, 2015

VFW POST 1497
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.

Nov. 8, 2015
Date(s) of Function

25 MAIN ST., SO. GRAFTON
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.

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

Business Name: VFW POST 1497

License in name of: STANLEY STOPYRA

Title: COMMANDER

Business Address: 25 MAIN ST.
SO. GRAFTON, MA, 01560

Phone No.: 508 865 3257

Residence: (George)

Phone No. _____

Name: _____
Manufacturer: _____

Signature of Applicant: [Handwritten Signature]

High School
Scholarship Fund
Raiser

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.

VFW POST 1497

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

25 Major St.

Street Address

50. BRADFORD

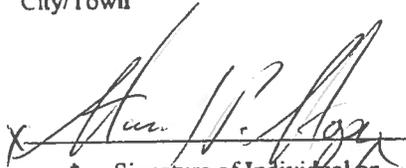
MA

01560

City/Town

State

Zip Code



* Signature of Individual or
Corporate Name (mandatory)

Commander

Re: Corporate Officer
(mandatory, if applicable)

04-6126885

** 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: 10-19-15

Next Scheduled Meetings of the Selectmen

If the Board is in agreement, The Board will vote to allow the Town Administrator to sign the Grafton Opposition to H. 2867 and removal of common carrier classifications letter.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: Timothy P. McInerney
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

October 29, 2015

Senator Benjamin Downing
Senator Chair
Joint Committee on Telecommunications
Utilities and Energy
Statehouse, Room 473-B
Boston, MA 02133-1053

Representative David Golden
House Chair
Joint Committee on Telecommunications
Utilities and Energy
Statehouse, Room 473-B
Boston, MA 02133-1053

Re: Grafton Opposition to H. 2867 and removal of common carrier classifications

Dear Senator Downing and Representative Golden:

The Town of Grafton submits this letter in opposition to H2867, titled 'An Act to modernize communications policy for voice services'. H2867 would remove telephone companies from longstanding and beneficial common carrier requirements now in MGL Chapter 159, and would also eliminate several reporting requirements applicable to telephone companies.

Under H2867, removal of telephone companies from the MGL Chapter 159 common carrier framework would occur as a result of the existence of a mere two (2) telephone companies (including wireless) competing in a community of service. We are advised that it is beneficial to maintain telephone company common carrier status under Ch. 159 as it provides the Department of Telecommunications and Cable with jurisdiction to investigate unjust terms, conditions and rates and is a part of the basis for carrier of last resort responsibilities for service to unserved persons and areas. We are also advised that the F.C.C.'s net neutrality order this year was in part based on recognition that common carrier status provides for a more nondiscriminatory framework for service.

In conclusion, the Town of Grafton urges you to retain protections set forth by existing law, which could be weakened under H2867. Thank you for your attention to this matter. Please feel free to contact me should you have any questions or comments.

Very truly yours,

Tim McInerney, Town Administrator

cc: Senator Michael O. Moore
Representative David K. Muradian, Jr.
John C. Chapman, Undersecretary
Karen Charles Peterson, Commissioner, Dept. of Telecommunications & Cable

Doug Willardson

From: Bob Hassinger [r.hassinger@ieee.org]
Sent: Sunday, October 25, 2015 7:52 PM
To: Tim McInerney; Doug Willardson
Cc: Rick Schultze; Robert Hassinger; Corson Wyman; Bob Berger; Mark Durfee; Bob DeToma; Rick Schultze (via Hotmail); Larry Silverman; John Lapoint; Bill August
Subject: H2867 Opposition Letter for the Selectmen to consider
Attachments: Grafton corresp H2867 opposition Clean 10 18 15.docx; Grafton corresp H2867 opposition Clean 10 18 15.pdf

Tim,

The Cable TV Oversight Committee has been reviewing some current legislative and regulatory initiatives with the assistance of Bill August. At our meeting on Saturday we decided expression of opposition on one of them, H2867, is desirable. Attached is a draft letter we developed with Bill's assistance which we recommend to the Board of Selectmen and ask they send.

H2867 is an attempt to remove telephone companies from common carrier regulation. Bill provided the following comment to help explain the issue, its relationship to cable, and the value of the Town expressing opposition:

> if anyone asks why we are concerned about telephone co. common carrier status -- above and beyond the clear cut public interest, historical reasons is the cable regulation reason: if telcos get out from under their regulatory framework, it increases the weight of cable industry that they should get from their regulatory framework too. The underpinnings of cable regulation rest on the broader framework in which cable, telcos, broadcast/radio each have their own framework. If you remove the framework for one--then the others are chomping at the bit for similar treatment for their own (cable) industry. so it's very relevant to our cable regulation responsibilities and municipal cable interests. Thank you to Grafton for stepping up and doing this. Bill

This bill is presently before the Joint Committee on Telecommunications, Utilities and Energy which can kill it or move it forward. They are holding a hearing on it November 10th and although we understand comments could be submitted afterward, Bill suggests doing so before the hearing would be the most appropriate.

By the way, you might add the Cable TV Oversight Committee to the CC list in the draft.

Thanks,
Bob Hassinger
Cable TV Oversight Committee - Vice Chair

If the Board is in agreement, the Board will vote to sign Chapter 90 paperwork for North Main Street light signalization.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

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

CONTRACT

50813

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): North Main St (Rt 140), from Rt 122 to Rt 30

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

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

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

SCOPE OF WORK:

Repair & coordinate the traffic signals in the corridor

WORK TO BE DONE:

Force Account: Advertised Contract: Other: On-call service

Estimated Cost (Please attach estimate and list funding source(s)): \$ 9,000.00

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

CERTIFICATION

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

Reviewed by:

Signed: _____
State Aid Engineer Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director Date

Signed: Brian Sychro 10/27/15

Engineer
Highway Official's Title Date

Accounting Official's Title Date

Date Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Grafton MassDOT Highway District # 3

Proposed Work:
 Construction _____ Resurfacing _____ Improvement _____ Engineering _____ Other

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No ✓
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No ✓
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No ✓
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No ✓
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No ✓
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No ✓
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No ✓
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work. Yes ✓ No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes _____ No ✓
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No ✓
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No ✓
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by: <u>Brian Szycho</u>
	<u>Engineer</u>
	Highway or Conservation Officer's Title
Signatures	Signatures
Date	Date <u>10/28/15</u>

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.



Central Mass Signal LLC

Central Mass Signal LLC
14B Commerce Rd
Shrewsbury, MA
01545
Phone # 508-755-1575
Fax # 508-755-1578
Matt@centralmasssignal.com

Estimate

Date	Estimate #
10/21/2015	288

Name / Address
 Grafton Memorial Munciple Center
 Department of Public Works
 30 Providence Road
 Grafton, MA 01519

Job Location
 Traffic signal timing upgrades

Item	Description	Qty	Rate	Total
Misc	Rt 140 + Rt 30 -Furnish and install new SIEMENS M52 traffic signal controller -Program new unit for intersection -Furnish and install new GPS time sync unit -Program unit for controller	1	6,435.00	6,435.00
Police D...	Police Detail	1	400.00	400.00
Misc	Rt 140 + Bridge St -Furnish and install new BIU for loop detector rack -Troubleshoot traffic signal loop detectors that are not working correctly	1	1,200.00	1,200.00

Note -This quote does not include cutting of new loops
 -Loop detectors were examined last year and found to be ok at that time

Add 10% contingency = \$ 8,838.50

Say \$ 9,000.00

Total	\$8,035.00
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If the Board is in agreement, the Board will vote to sign the with Eastern Minerals as the primary supplier of salt.

Pricing for FY15 Salt and Liquid Calcium

Eastern Mineral: Primary supplier at \$63.00 per ton. The Town purchased 1,505 tons.

Morton Salt: Secondary supplier was Morton Salt at \$72.53 per ton. The Town purchased 1,120 tons.

All-States Asphalt: at \$1.06 per gallon. The Town purchased 2,000 gallons.

ROCK SALT BID RESULTS FY 2016

Towns of, Blackstone, Boylston, Clinton, Douglas, Grafton, Hopkinton, Lancaster, Lunenburg, Millbury, Millville, Northborough, Northbridge, Princeton, Shrewsbury, Sterling, Upton, W.Boylston and Westboro.

ROCK SALT BID FY 2016

Received Thursday, September 10, 2015

<u>Bidder</u>	<u>Delivered Per Ton</u>	<u>Picked up per ton</u>
Eastern Minerals, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	\$67.00	\$67.00
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606	\$69.52	\$69.00
Mid American Salt, LLC 4528 Hilleges Road Fort Wayne, IN 46818	\$69.96	\$67.00
Granite State Minerals Inc. 227 Market Street Portsmouth, NH 03801	no bid	no bid
Cargill Deicing Technology Suite 450 24950 Country Club Boulevard North Olmsted, OH 44070-5333	no bid	no bid
American Rock Salt P.O. Box 190 Mt. Morris, NY 14510	no bid	no bid

TOWN OF GRAFTON

DATE: SEPTEMBER 23, 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

Eastern Minerals, Inc.
134 Middle Street, Suite 210
Lowell, Ma 01852

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the primary supplier

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

\$67.00 per ton delivered

3. Payment will be made as follows:

3.1

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

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

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

4. Security

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

5. Definitions:

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

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 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 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

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

13. Conflict of Interest:

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

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

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

mental handicap or sexual orientation.

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

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

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

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

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

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

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

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

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

22.3 Other Insurance Requirements

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

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

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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

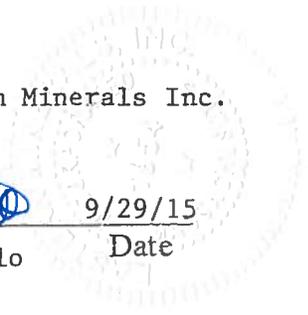
The Town of Grafton by:

The Contractor by: Eastern Minerals Inc.

Chairman, Board of Selectmen



Signature Donna G. Capillo



Date 9/29/15

Corporate Secretary
Print Name & Title

Certified as to Form:

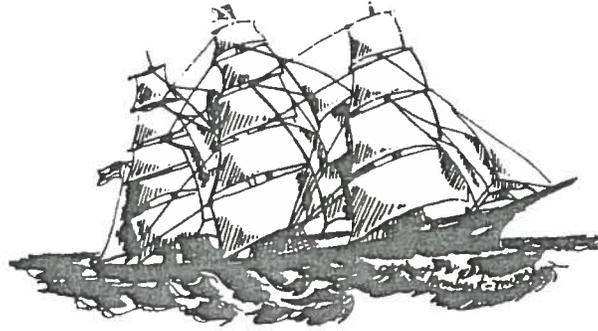
Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

OFFICE:
134 MIDDLE STREET, SUITE 210
LOWELL, MA 01852
TELEPHONE: (978) 458-6420
FAX: (978) 251-8244

PLANT:
37 MARGINAL STREET
CHELSEA, MA 02150
TELEPHONE: (617) 884-0027



EASTERN MINERALS, INC.

September 30, 2014

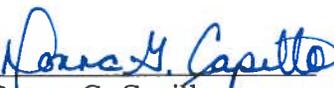
MINUTES OF SPECIAL MEETING OF DIRECTORS

The director's of Eastern Minerals, Inc. held a special meeting on September 30, 2014 at 134 Middle Street, Suite 210, Lowell, Massachusetts.

The meeting commenced at 12:00 P.M. on said date. Present at meeting were Shelagh E. Mahoney, Thomas F. Sullivan and Donna G. Capillo

Motion was made by Shelagh E. Mahoney that Shelagh E. Mahoney, Thomas F. Sullivan and Donna G. Capillo have the authority to sign and execute all contracts on behalf of Eastern Minerals, Inc. This motion was passed without objection.

Meeting adjourned at 12:10 P.M.

A TRUE COPY ATTEST: 
Donna G. Capillo
Clerk

Subscribed and sworn to before me
this 29th day of SEPTEMBER 2015


Notary Public

(Notary Seal)

My Commission Expires  **KAREN E. GIRARD**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2018

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: Eastern Minerals Inc. Donna G. Capillo
Print Name Donna G. Capillo
Corporate Secretary
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Donna G. Capillo, authorized signatory for
name of signatory
Eastern Minerals Inc., whose
name of contractor
principal place of business is at 134 Middle Street, Ste 210, Lowell MA 01852,
does hereby certify under the pains and penalties of perjury
that Eastern Minerals Inc. has paid all
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Donna G. Capillo 9/29/15
Signature Date
Donna G. Capillo, Corp Secretary

CONTRACT CHECKLIST

Initials

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

Keg

Keg

Keg

Keg

Keg

Keg

Keg

Contract Reviewed by:

Donna G. Capillo
Signature

Donna G. Capillo, Corp Secretary
Eastern Minerals Inc.
Title

Name,

If the Board is in agreement, the Board will vote to sign the contract with Morton Salt (alternate) for Salt.

Pricing for FY15 Salt and Liquid Calcium

Eastern Mineral: Primary supplier at \$63.00 per ton. The Town purchased 1,505 tons.

Morton Salt: Secondary supplier was Morton Salt at \$72.53 per ton. The Town purchased 1,120 tons.

All-States Asphalt: at \$1.06 per gallon. The Town purchased 2,000 gallons.

ROCK SALT BID RESULTS FY 2016

Towns of, Blackstone, Boylston, Clinton, Douglas, Grafton, Hopkinton, Lancaster, Lunenburg, Millbury, Millville, Northborough, Northbridge, Princeton, Shrewsbury, Sterling, Upton, W.Boylston and Westboro.

ROCK SALT BID FY 2016

Received Thursday, September 10, 2015

<u>Bidder</u>	<u>Delivered Per Ton</u>	<u>Picked up per ton</u>
Eastern Minerals, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	\$67.00	\$67.00
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606	\$69.52	\$69.00
Mid American Salt, LLC 4528 Hilleges Road Fort Wayne, IN 46818	\$69.96	\$67.00
Granite State Minerals Inc. 227 Market Street Portsmouth, NH 03801	no bid	no bid
Cargill Deicing Technology Suite 450 24950 Country Club Boulevard North Olmsted, OH 44070-5333	no bid	no bid
American Rock Salt P.O. Box 190 Mt. Morris, NY 14510	no bid	no bid

TOWN OF GRAFTON

DATE: SEPTEMBER 23, 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

Morton Salt, Inc.
123 N. Wacker Drive
Chicago, Il 60606 - 1743

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the Secondary supplier

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

\$69.52 per ton delivered

3. Payment will be made as follows:

3.1

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

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

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

4. Security

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

5. Definitions:

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

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 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 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

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

13. Conflict of Interest:

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

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

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

mental handicap or sexual orientation.

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

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

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

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

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

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

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

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

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

22.3 Other Insurance Requirements

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

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

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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

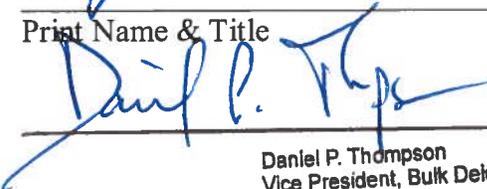
The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen



Signature Anthony T. Patton Date
Director, U.S. Government Bulk Deicing
Sales & Marketing

Print Name & Title


Daniel P. Thompson
Vice President, Bulk Deicing
Sales & Marketing

Certified as to Form:

Town Counsel Date

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 **Anthony T. Patton**
Director, U.S. Government Bulk Deicing
Sales & Marketing

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 _____
Anthony T. Patton
Director, U.S. Government Bulk Deicing
Sales & Marketing

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.

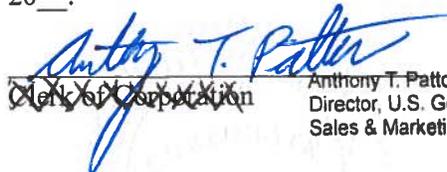
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as 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 Anthony T. Patton
Director, U.S. Government Bulk Deicing
Sales & Marketing

SEAL

CONTRACT CHECKLIST

Initials

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

ATP

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Contract Reviewed by:

Anthony T. Patten
Signature Anthony T. Patten
Director, U.S. Government Bulk Bidding
Sales & Marketing

Title

Name,

HDI-GERLING AMERICA INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any certificate holder of K+S North America Salt Holdings LLC Policy Number GLD11429-05	30

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
 - II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
 - 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
 - 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
 - III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.
- All other terms and conditions of this policy remain unchanged.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 6221209-01	01-01-15	01-01-16	05-15-15	30277-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial Automobile Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Newark, California 37101 Newark Boulevard Newark, CA 94560	30

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Newark, California 37101 Newark Boulevard Newark, CA 94560	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-15-15
Insured MORTON SALT, INC.

Policy No. WC 6221212-01

Endorsement No.
Premium \$

Insurance Company AMERICAN ZURICH INSURANCE COMPANY

Named Insured: Morton Salt, Inc.

If the Board is in agreement, the Board will vote to sign All States Asphalt contract for liquid calcium.

Pricing for FY15 Salt and Liquid Calcium

Eastern Mineral: Primary supplier at \$63.00 per ton. The Town purchased 1,505 tons.

Morton Salt: Secondary supplier was Morton Salt at \$72.53 per ton. The Town purchased 1,120 tons.

All-States Asphalt: at \$1.06 per gallon. The Town purchased 2,000 gallons.

FY 2016

Summary

LIQUID CALCIUM CHLORIDE SOLUTION and CALCIUM CHLORIDE FLAKE , ICE BAN 50/50 BLEND, SAFE MELT 40/60, and MAGNESIUM CHLORIDE

Towns of Clinton, Grafton, Hubbardston, Lancaster, Millbury, Northborough, Northbridge, Princeton, Shrewsbury, Sterling, Upton, and Westborough

<u>Bidder</u>	<u>Per gal.</u>	<u>26,500 gal.</u>	<u>Flake Calcim</u>	<u>Flake Calcium</u>	<u>Optional</u>	<u>Ice Ban</u>	<u>Magnesium</u>	<u>Safe Melt</u>
	<u>Liq.</u>		<u>150-100 # bag</u>	<u>50 #bag</u>	<u>Pelletized CL</u>	<u>50/50</u>	<u>Chloride</u>	<u>40/60</u>
	<u>Calcium</u>	<u>TOTAL</u>			<u>50 #bag</u>	<u>Blend</u>		

1. All States Asphalt
P.O. Box 91
Sunderland, MA 01375

2. Safe Road Services
3 McKinley Road
Franklin, MA 02038

3. R.J. Potvin LLC
800 Main Street
Holden, MA 01520

1.05	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	1.20
			14.60*	16.75**				

RJ Potvin: (DOW Chemical product)
 • 2,000 # min (1 pallet)
 ** 2,000 # min (1 pallet)
 Take \$2.00 off if you can pick up @ Worcester

TOWN OF GRAFTON

DATE: SEPTEMBER 23, 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

All States Asphalt
325 Amherst Rd., P.O. Box 91
Sunderland, Ma 01375

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supply Liquid Calcium.

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

\$1.05 per gallon delivered

3. Payment will be made as follows:

3.1

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

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

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

4. Security

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

5. Definitions:

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

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 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 30, Sec. 39, *et seq*: - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

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

13. Conflict of Interest:

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

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

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

mental handicap or sexual orientation.

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

(a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;

(b) Placement of solicitations and advertisements for employees in media that reaches minority groups;

(c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;

(d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;

(e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;

(f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and

(g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

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

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

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

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

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

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

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

22.3 Other Insurance Requirements

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

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

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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

The Town of Grafton by:

The Contractor by: ALL STATES ASPHALT, INC.

Chairman, Board of Selectmen

Alan L. Chicoine 9/28/15
Signature Date

Alan L. Chicoine, Division Manager

Print Name & Title

Certified as to Form:

Town Counsel Date

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 Alan L. Chicoine

Division Manager

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Alan L. Chicoine, authorized signatory for
name of signatory
All States Asphalt, Inc., whose
name of contractor
principal place of business is at 325 Amherst Rd., Sunderland, MA 01375,
_____ does hereby certify under the pains and penalties of perjury
that All States Asphalt, Inc. has paid all
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature Alan L. Chicoine
Date 9/28/15
Division Manager



All States Asphalt, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

CORPORATION CERTIFICATE TO ACTION

I, **Rebecca A. Bland**, do hereby certify:

THAT I am the Assistant Secretary of All States Asphalt, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Asphalt, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or **James P. Tudryn**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller**, **Alan L. Chicoine** and **James P. Tudryn** remain as authorized agents of the Corporation for such purposes, without exception.

Seal

ATTEST:

September 28, 2015

Date

Assistant Secretary – Rebecca A. Bland

NON-COLLUSION STATEMENT

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



Alan L. Chicoine, Division Manager

ALL STATES ASPHALT, INC., AND SUBSIDIARIES

CONTRACT CHECKLIST

Initials

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

ALC

ALC

ALC

ALC

ALC

ALC

ALC

Contract Reviewed by:


Signature

Alan L. Chicoine, Division Manager

Title

Name,



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

William Francis Galvin
Secretary of the
Commonwealth

Date: July 01, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,
ALL STATES ASPHALT, INC.

is a domestic corporation organized on **January 21, 1957** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15074091050

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc

If the Board is in agreement, The Board will vote sign the Page Contracting Inc. contract for the soffit vents at the South Grafton Community Center.

TOWN OF GRAFTON

DATE: OCT. 10, 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

PAGE CONTRACTING INC.

DANIEL PAGE

[Contact Name for Responsible Person]

122 WORCESTER STREET, N.GRAFTON, MA 01536

774-245-7588

[Telephone Number]

[FAX Number]

[email address]

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

Contractor shall furnish and install 60 soffit vents as well as 115 linear feet of roof vent and caps.

2. The Contract price to be paid to the Contractor by the Town is: \$18,560.00

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$18,560.

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.

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. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 December 31, 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.

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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 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.

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

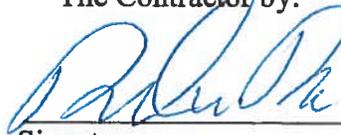
Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

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:

Chairman, Board of Selectmen



Signature
Date 10-27-15
President Daniel W. Page

Print Name & Title

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:

Daniel Page
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Daniel Page
name of signatory Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, authorized signatory for
Page Contracting Inc.
name of contractor, whose
principal place of business is at
122 Worcester St N Grafton
does hereby certify under the pains and penalties of
perjury that Page Contractor Inc.
name of contractor has
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.

Daniel Page

If the Board is in agreement, the Board will vote to award and sign the WPI Construction contract for the DPW building roof.

PROJECT: DPW ROOF
 DATE OF BID OPENING: SEPTEMBER 30 2015
 2:30 p.m.

Bid Tally Form

Company	Amount	Bond	D-CAM
1 ADEN CONSTRUCTION 5 Duval Rd, Dudley, MA 01571	48,000	yes	no
2 Mike's Construction Company 332 Mason Rd. Ext. Dudley, MA 01571	43,800	yes	no
3 W.P.I. Construction 4 Tanner Rd, Webster, MA 01570	34,700	yes	D-CAM
4 UNICON CONSTRUCTION INC. 240 Newbury St, Danvers, MA 01923	65,000	yes	D-CAM
5			
6			

W.P.I Construction Inc

Proposal- DPW Facility Roof Replacement

To: Town of Grafton- Town Administrator

Date: September 29, 2015

Re: DPW Facility Roof Replacement

W.P.I Construction Inc proposes to include all materials, equipment, labor, insurances, and permits for the DWP Facility Roof Replacement for the Town of Grafton. The work will follow the Scope of Services as outlined in the Invitation for Bids provided by the Town of Grafton. Scope includes replacing major portions (approximately 6,150 sq ft) of the roof located at 27 Upton St, Grafton, MA.

WPI Construction Inc will clean and restore the jobsite to its original condition upon completion of the job.

Thirty-four thousand seven hundred dollars

\$34,700

Wojciech Piwowarczyk, President WPI Construction Inc

By: 

4 Tanner Rd

Webster, MA 01570

Date: 9/29/15

TOWN OF GRAFTON

DATE: 10/29/2015

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

WPI Construction
4 Tanner Rd
Webster, MA 01570
508-612-4008
wpiconstructioninc@hotmail.com

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

DPW roof replacement as specified in bidding documents.

2. The Contract price to be paid to the Contractor by the Town is: not to exceed \$34,700.

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$34,700 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.

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. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 December 31, 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 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.

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 "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.

- 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.

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.

REGISTER AS A PLAN HOLDER HERE.

INVITATION TO BID
DPW FACILITY ROOF REPLACEMENT
Grafton, Massachusetts, 01519

1.01 RECEIPT OF GENERAL BIDS

- A. The Town of Grafton Massachusetts (Awarding Authority), acting by and through its Town Administrator, invites sealed General Bids for construction of:

ROOF REPLACEMENT- DPW GARAGE
27 Upton Street
Grafton, Massachusetts

in accordance with the Bidding and Contract Documents prepared by:

Timothy P. McInerney, Town Administrator
30 Providence Rd.
Grafton, MA 01519

Addressed to the Awarding Authority (Owner) as follows:

TOWN OF GRAFTON
C/O Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, Massachusetts 01519

at the date and time specified below at which time the proposals will be publicly opened and read aloud.

General Bids: **September 30, 2015** at 2:30 PM local legal time.

1.02 DESCRIPTION OF PROJECT AND QUALIFICATIONS OF BIDDER

- A. The Project consists of replacing major portions (approximately 6,150 sq ft) of the roof of the Town of Grafton DPW facility located at 27 Upton Street, Grafton, MA 01519. An aerial photograph depicting which areas are to be replaced is included within this document. All work to be performed in accordance to these bidding documents.
- B. General Bidders who are DCAM certified should state the trade certified in.
- C. Contractor should provide a similar Municipal project of this scope and size as a reference.

1.03 REQUIRED FILED SUB-BIDS: Not Applicable

1.04 SALES TAX EXEMPTION

- A. Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 66H, Section 6(f).

1.05 BID DEPOSIT

- A. Each General Bid must be accompanied by a bid security in the amount of 5% of the General Bid amount. Form of bid security shall either Cash, Certified Check or a Treasurer's or Cashier's Check issued by a responsible bank or trust company, payable to the Town of Grafton, or a Bid Bond in (a) in a form satisfactory to the Awarding Authority, (b) with a surety company qualified to do business in the Commonwealth of Massachusetts, and (c) conditioned upon faithful performance by the principal of the agreements contained in the General Bid. Return of bid security will be in accordance with the provisions of the applicable Massachusetts General Laws.

1.06 MANDATORY PRE-BID CONFERENCE AND SITE VISIT

- A. A pre-bid conference will be held at the project site at 10:00 AM on Monday, September 21, 2015
1. The Owner's Representative, Dave Crouse, Highway Superintendent, will be in attendance.

1.07 AVAILABILITY OF THE BIDDING AND CONTRACT DOCUMENTS

- A. Copies of Bidding and Contract Documents will be available for pick-up by Bidders online here or at the office of the Awarding Authority (Owner):

TOWN OF GRAFTON
C/O TOWN ADMINSTRATOR
Grafton Memorial Municipal Center
30 Providence Road
Grafton, Massachusetts 01519

- B. Bidders may obtain Bidding and Contract Documents, Monday through Thursday, 9:00 AM to 4:00 PM, at Town of Grafton, Board of Selectmen's office.
- C. If bidders wish to have sets of Bidding and Contract Documents mailed via USPS Priority Mail, the request must be made and in writing to:

TOWN OF GRAFTON
C/O TOWN ADMINISTRATOR
Grafton Memorial Municipal Center
30 Providence Road
Grafton, Massachusetts 01519
Attn: Cindy Ide, Administrative Assistant

Include with your request a \$10.00 non refundable payment to the Town of Grafton for handling and postage costs. Also include your contact information; company name, mailing address, phone and email address.

1.08 EXAMINATION LOCATIONS FOR BIDDING AND CONTRACT DOCUMENTS

- A. Documents may be examined but not removed during regular office hours at the following location:

GRAFTON MEMORIAL MUNICIPAL CENTER
30 Providence Road
Grafton, Massachusetts 01519

1.09 PAYMENT BONDS

- A. The successful General Bidder will be required to furnish a Payment Bond, in an amount equal to 50% of the total Contract Amount. The cost of such bond shall be included in the bid price. Such bond shall be with a surety company qualified to do business in the Commonwealth of Massachusetts and be acceptable to the Awarding Authority.

1.10 COMPLIANCE WITH PROVISIONS OF MASSACHUSETTS GENERAL LAWS

- A. All bids for this project are subject to applicable public bidding laws of the Commonwealth of Massachusetts, including M.G.L. c.149, §44A through 44J, as amended.
- B. The Awarding Authority is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.
- C. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development, Division of Occupational Safety, under the provisions of Commonwealth of Massachusetts General Laws, Chapter 149, Section 26 and 27D inclusive; a copy of which is included in the Contract Documents, and will be made a part of the Contract.
- D. OSHA-Approved Construction Safety and Health Training (OSHA 10-hour course): All bidders shall certify that all employees to be employed at the work site have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to award of contracts subject to MGL Section 44F.

1.11 BIDDER'S AGREEMENT TO HOLD BID

A. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

1.12 TOWN FUNDING OF PROJECT

A. Town of Grafton Funding: The Town will be the primary source of funding for this contract.

1.13 AWARD OF CONTRACT AND AWARING AUTHORITY PROVISIONS

- A. Selection of the Contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the Awarding Authority to be the lowest responsible and eligible bidder.
- B. The Town of Grafton is an affirmative action/equal opportunity owner and encourages participation from certified minority and women-owned businesses.
- C. The Awarding Authority reserves the right to waive any informalities in or to reject any or all bids, or take whatever other action may be deemed to be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

PROPOSED ROOF REPLACEMENT

Town of Grafton, Massachusetts acting by and through its:

Town Administrator: Tim McInerney



***DWP Garage
Roof Replacement Project***

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SECTION 011000 - SUMMARY

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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SECTION 075323 - EPDM ROOFING

SECTION 077100 - ROOF SPECIALTIES

SECTION 070150.19 - PREPARATION FOR RE-ROOFING

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered.
 - 3. Access to site.
 - 4. Specification conventions.

1.2 PROJECT INFORMATION

- A. Project Identification: DPW Facility—Roof replacement project.
 - 1. Project Location- 27 Upton Street, Grafton, Ma.
- B. Owner: Town of Grafton Massachusetts, 30 Providence Road, Grafton, MA 01519

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Removal of existing roofing material and gutters & leaders; installation of a new 30 Year fiberglass architectural shingles, ice-shield, flashing, felt paper, new gutters and leaders with size and color to match existing.
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract- all work per contract to be per Massachusetts Prevailing Wage Schedule.

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas that will not interfere with operations of the Sutton Senior Center.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, visitors and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

DPW GARAGE ROOF REPLACEMENT
PROJECT

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of Monday through Friday, except as otherwise permitted.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - I. Notify Owner not less than two days in advance of proposed utility interruptions.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language, and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

END OF SECTION 011000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

DPW GARAGE ROOF REPLACEMENT
PROJECT

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and blend specified.
- C. Maintenance data.
- D. Warranties: Sample of special warranties.

1.3 QUALITY ASSURANCE

- A. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by, UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- B. Pre-installation Conference: Conduct conference at Project site.

1.4 WARRANTY

- A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.
 1. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first five years non-prorated.
 2. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation.
 - b. Elk Premium Building Products, Inc.; an ElkCorp company.
 - c. Emco Building Products Corp.
 - d. GAF Materials Corporation.
 - e. IKO.
 - f. Owens Corning.
 - 2. Butt Edge: Straight cut.
 - 3. Strip Size: Manufacturer's standard.
 - 4. Algae Resistance: Granules treated to resist algae discoloration.
 - 5. Color and Blends: As selected by Owner from manufacturer's full range
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.2 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226 or ASTM D 4869, Type I, asphalt-saturated organic felts, non-perforated.
- B. Self-Adhering Sheet Underlayment-Ice Shield, Polyethylene Faced: ASTM D 1970, minimum of 40-mil- thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold applied.

2.3 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, barbed or smooth shank, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch minimum diameter.

2.4 METAL FLASHING AND TRIM

A. General:

1. Sheet Metal: Stainless steel or Anodized aluminum.

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

2.5 RIDGE VENTS

A. Rigid Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent with nonwoven geo-textile filter strips; for use under ridge shingles.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Air Vent, Inc.; a Gibraltar Industries company.
- b. Cor-A-Vent, Inc.
- c. GAF Materials Corporation.
- d. Lomanco, Inc.
- e. Mid-America Building Products.
- f. Obdyke, Benjamin Incorporated.
- g. Owens Corning.
- h. RGM Products, Inc.
- i. Trimline Building Products.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt underlayment nails or staples.

1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches in direction to shed water. Lap ends of felt not less than 6 inches over self-adhering sheet underlayment.
2. Install fasteners at no more than 36 inch o.c.

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PROJECT

- C. Self-Adhering Sheet Underlayment- Ice Shield: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install from edge of roof to a location minimum 24" above location from face of interior of exterior wall, lapped in direction to shed water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven days.

3.2 METAL FLASHING INSTALLATION

A. General:

- 1. Install metal flashings according to recommendations in in NRCA's "The NRCA Roofing and Waterproofing Manual."

3.3 ASPHALT SHINGLE INSTALLATION

A. General: Install asphalt shingles according to manufacturer's written instructions, Recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed at least 7 inches wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles $\frac{1}{2}$ inch over fasciae at eaves and rakes.
 - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.
- F. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
 - 1. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
 - 2. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- G. Vents: Install vents through asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

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H. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 073113

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING (FLAT
ROOF AREA)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Adhered EPDM membrane roofing system.

1.2 SUBMITTALS

- A. Product Data: For type of product indicated.
- B. Samples: For each product included in the roofing system.
- C. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- B. Exterior Fire-Test Exposure: ASTM E 108, Class A for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- C. Pre-installation Roofing Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EPDM MEMBRANE ROOFING

- A. EPDM: ASTM D 4637, Type II, scrim or fabric internally reinforced, uniform, flexible EPDM sheet.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle SynTec Incorporated.
 - b. ERSystems.
 - c. Firestone Building Products.
 - d. GAF Materials Corporation.
 - e. GenFlex Roofing Systems.
 - f. International Diamond Systems.
 - g. Johns Manville.
 - h. Mule-Hide Products Co., Inc.
 - i. Protective Coatings, Inc.
 - j. Roofing Products International, Inc.
 - k. StaFast Building Products.
 - l. Versico Incorporated.
 2. Thickness: 60 mils min. nominal.
 3. Exposed Face Color: White on black

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Fiberglass Adhesives: 80 g/L.
 - e. Contact Adhesive: 80 g/L.
 - f. Single-Ply Roof Membrane Sealants: 450 g/L.
 - g. Nonmembrane Roof Sealants: 300 g/L.
 - h. Sealant Primers for Nonporous Substrates: 250 g/L.
 - i. Sealant Primers for Porous Substrates: 775 g/L.
 - j. Other Adhesives and Sealants: 250 g/L.

- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene non-reinforced flexible sheet, 55- to 60-mil- thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Bonding Adhesive: Manufacturer's standard, water based.
- E. Seaming Material: Single-component, butyl splicing adhesive and splice cleaner.
- F. Miscellaneous Accessories: Provide lap sealant, water cutoff mastic, metal termination bars, metal battens, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.3 SUBSTRATE BOARDS

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/4 inch thick.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.

2.4 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D 312, Type III or Type IV
- B. Asphalt Primer: ASTM D 41.

PART 3 - EXECUTION

3.1 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to wood deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.

3.2 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.

- B. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
- D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeters.
- E. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.
- F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.
- G. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.3 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

3.4 FIELD QUALITY CONTROL

- A. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

END OF SECTION 075323

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof-edge flashings.
 - 2. Counter flashings.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and texture specified.

1.3 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 EXPOSED METALS

- A. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
 - 1. Surface: Smooth, flat finish.
 - 2. Mill Finish: As manufactured.
- I Exposed Coil-Coated Finishes: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.

2.2 CONCEALED METALS

- A. Aluminum Sheet: ASTM B 209 alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.

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PROJECT

- B. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements.
- C. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- F. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.
- G. One-Piece Drip Edge: Manufactured, one-piece, metal in section lengths not exceeding 12 feet, with a horizontal flange and vertical leg.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Architectural Products Company.
 - b. Berger Building Products, Inc.
 - c. Castle Metal Products.
 - d. Cheney Flashing Company.
 - e. Hickman Company, W. P.
 - f. Metal-Era, Inc.
 - g. Metal-Fab Manufacturing, LLC.
 - h. MM Systems Corporation.
 - i. National Sheet Metal Systems, Inc.
 - j. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
 - k. Petersen Aluminum Corporation.
 - 2. Fabricate from the following exposed metal:
 - a. Formed Aluminum: Thickness as required to meet performance requirements

2.4 COUNTERFLASHINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- E. Seal joints with sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for watertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.2 ROOF DRIP EDGE INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions.

3.3 COUNTERFLASHING INSTALLATION

- A. Ensure that counter flashings overlap 4 inches over top edge of base flashings. Lap Counter flashing joints a minimum of 4 inches and bed with sealant. Fit counter flashings tightly to base flashings.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION 077100

SECTION 070150.19 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof tear-off.
 - 2. Roof re-cover preparation.
 - 3. Removal of base flashings.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system.
- B. Reroofing Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Limit construction loads on roof.
- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

PART 2 - EXECUTION

2.1 ROOF TEAR-OFF

- A. Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck.

2.2 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Owner. Do not proceed with installation until directed by Owner.

2.3 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around walls, and penetrations.
 - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counter flashings that are to remain. Replace metal counter flashings damaged during removal with counter flashings of same metal, weight or thickness, and finish.

2.4 DISPOSAL

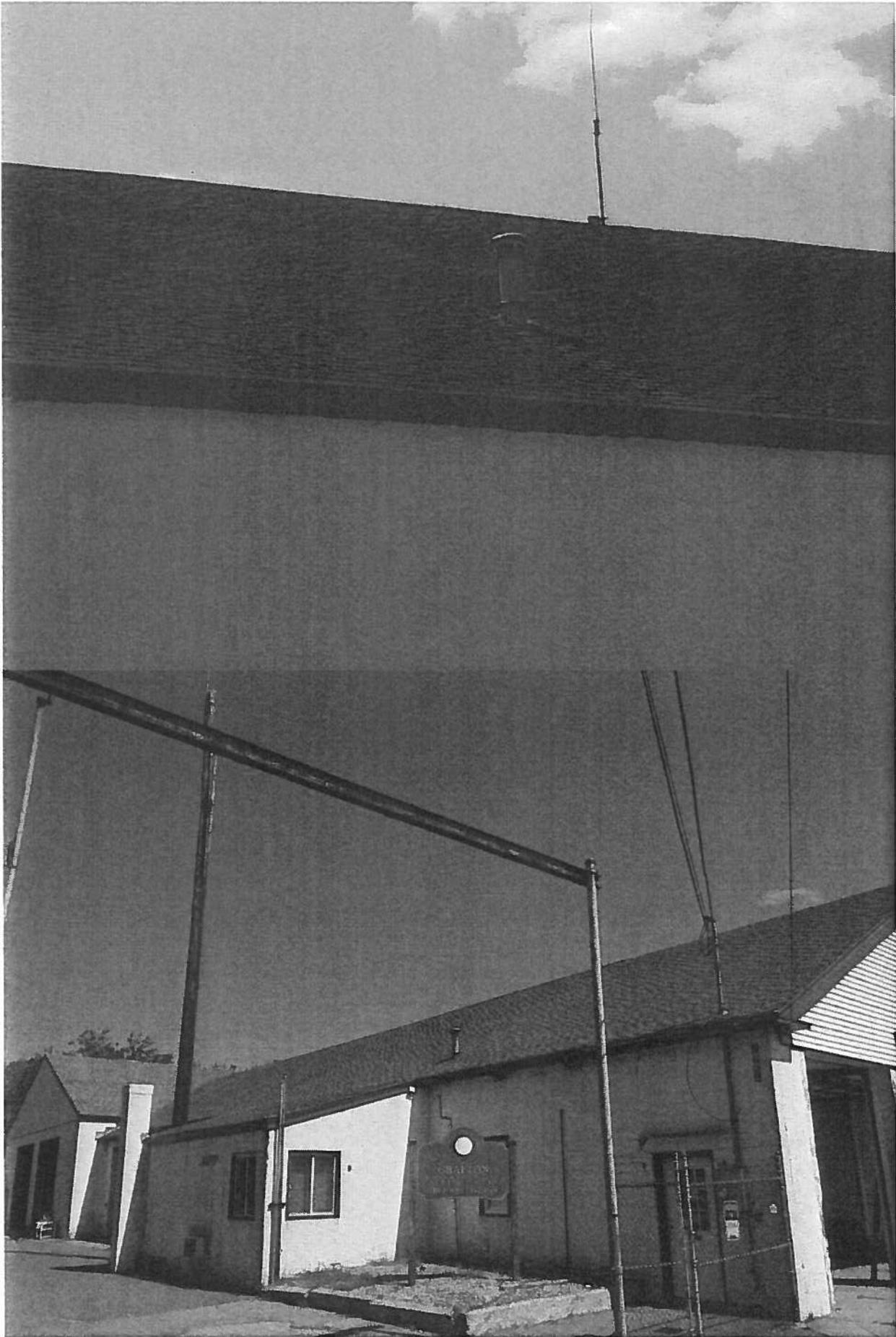
- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

Aerial Photograph of the DPW Facility

Portion in red has already been replaced and is not part of the scope of this project.







The Board will discuss the Super Park charge.



TOWN OF GRAFTON
30 Providence Rd.
Grafton, MA 01519

**BOARD OF SELECTMEN
CHARGE**

NAME: Super Park Building Committee
MEMBERSHIP: 5 members
Member of the Recreation Commission (1)
Members of the Community (4)
Member of the Commission on Disabilities, (non-voting, consultant role)

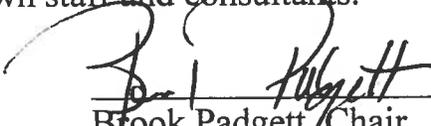
AUTHORITY: Section 3-2(d) of the Town Charter

TIMETABLE: To begin upon approval of the charge; disbanding after completion of the super park or if the committee is inactive for 1 year.

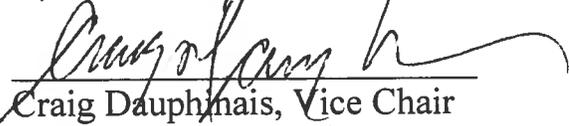
PURPOSE:

1. Select feature park amenities and structure identification.
2. Advocate for a Warrant Article for a future Town Meeting.
3. Review and advise Board of Selectmen on submitted plans as developed by town staff and consultants.

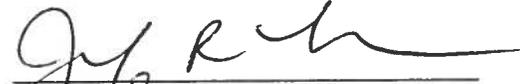
Adopted Dec 16, 2014



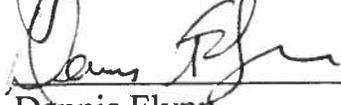
Brook Padgett, Chair



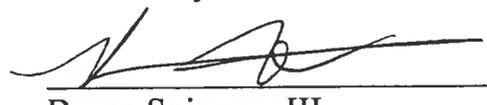
Craig Dauphinais, Vice Chair



Jennifer Thomas, Clerk



Dennis Flynn



Bruce Spinney, III