

TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

TOWN CLERK  
TOWN OF MEDFIELD, MASS

2018 JUN 22 A 11: 30

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

OFFICE OF THE  
TOWN CLERK

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room 2 <sup>nd</sup> floor	Tuesday June 26, 2018 @ 7:00 PM

## AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to order

Disclosure of video recording

Announcement:

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Congratulations to Maurice Goulet, DPW Director who has successfully completed all the requirements for the Baystate Roads Scholar Program held at the University of MASS at Amherst

Executive Session at close of meeting for the purpose of discussing request from law firm to participate in legal Opioid suit, pending litigation regarding dog hearing and potential litigation involving ZBA decision

### APPOINTMENT

7:05 PM Public Hearing - on application of Neal Orczyk to solicit in Medfield for Renewal by Anderson Windows

7:15 PM Director of Public Works Maurice and Beta Group; Present Pavement Management System

7:45 PM Jean Mineo; discuss potential grant application to Mass Development for cultural feasibility study at state hospital site

8:00 PM David Temple, discuss Historical Society building located on Pleasant Street

### CITIZEN COMMENT

### ACTION ITEMS

DPW Director Maurice Goulet requests the Selectmen vote to sign Southeastern Regional Services Group contracts for Water and Sewer Chemical Bids for the period July 1, 2018 to June 30, 2019

Town Counsel requests the Selectmen vote to sign Indemnity Agreement regarding Rockwood Lane basketball hoop

Vote to sign Commonwealth Grant for \$10,000 for visual budget

Discussion of financial policies for Capital Budget Committee

Police Search Committee appointments

Town Administrator search discussion

Annual Appointments

#### MEETING MINUTES

Acceptance and/or correction of minutes for May 22 and 29, 2018

#### LICENSES AND PERMITS (Consent Agenda)

Medfield High School Student Council requests permission to hold a fundraising car wash behind Town Hall on Sunday September 30

#### TOWN ADMINISTRATOR UPDATE

#### SELECTMEN REPORTS

#### INFORMATIONAL

Dept of Housing and Community Development certifies that Medfield is in compliance with its Housing Production Plan for the term May 24, 2018 to May 23, 2019

Notice received that the Cottage Street Railroad Crossing will be repaired beginning August 2 to Aug 6  
Copy of ZBA hearing notice

Packet of information from Medfield Conservation Commission

Letter from FEMA outlining Flood Risk Review meeting schedule

Information from 495/MetroWest Partnership

RECEIVED  
TOWN OF MEDFIELD, MASS.

2018 JUN 22 A 11:30

OFFICE OF THE  
TOWN CLERK

*E. Burke*

*6-22-18*



214 Marston Hall, University of Massachusetts, 130 Natural Resources Road, Amherst, MA 01003  
413-834-3975 • Fax: 413-545-9569 • [mass.gov/baystateroads](http://mass.gov/baystateroads)

June 12<sup>th</sup>, 2018

Michael Sullivan  
Town of Medfield  
459 Main Street  
Medfield, MA 02052  
Re: **Maurice Goulet achieved the rank of Roads Scholar**

Dear Mr. Sullivan,

Congratulations to the Town of Medfield on the success of Maurice Goulet! Mr. Goulet has recently completed all of the requirements for our Baystate Roads Scholar Program. This program requires that the applicant attend at least seven of our training workshops. Each workshop requires a minimum of six hours of participation and is always challenging and often quite technical.

Although the name "Roads Scholar" is somewhat humorous and designed to catch attention, Mr. Goulet's accomplishment is very impressive because he has come to all of our workshops ready to learn with a genuine interest in improving operations within the Town of Medfield. Maurice has shown us that he is a professional who is serious about furthering his education and improving the way he accomplishes his work.

We hope you are as pleased with Mr. Goulet's achievement as we are, and that you will acknowledge his accomplishment within your department. This achievement lends itself very well to articles in local newspapers or community newsletters; his participation will, of course, be announced in our newsletter *M3 Quarterly*. More information about our program is available by contacting me at (413) 545-2604 or visiting our website at: <http://www.mass.gov/baystateroads>

Sincerely,

A handwritten signature in black ink, reading 'Christopher J. Ahmadjian'.

Christopher J. Ahmadjian, Ph. D., P.E., MBA  
Associate Director

RECEIVED

JUN 18 2018

MEDFIELD SELECTMEN

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**SEL/ANDERSON  
WINDOWS  
LEGAL NOTICE  
Town of Medfield  
Public Hearing**

Notice is hereby given that under the provisions of Article IV, Section 21 of the Town of Medfield by-Laws a public hearing will be held on Tuesday June 26, 2018, 7:00 PM at the Medfield Town House, 459 Main Street, on application of Neal Orczyk, representing Renewal By Anderson Windows, Northboro, MA to solicit in Medfield. All town boards and interested parties are invited to attend.

Michael T. Marcucci,  
Chairman  
Board of Selectmen

n AD#13698342  
3, Medfield Press 6/15,  
18 6/22/18  
of





## Southeastern Regional Services Group

To: **Maurice Goulet, DPW Director**  
**Town of Medfield**

From: Moira L. Rouse, Regional Administrator

Subject: **Water & Sewer Treatment Chemical Contracts for FY19**

Date: June <sup>13</sup>~~8~~, 2018

Attached are contracts resulting from the SERSG bid for Water & Sewer Treatment Chemicals for the period July 1, 2018 – June 30, 2019.

Procedure with these contracts:

- Please **execute both copies**.
- **Mail** each fully executed vendor copy to the address are on the contract award and attached labels.
- **Retain** each town copy with attachments in town records.

In addition to the contract with award, I have enclosed the following for your procurement file:

- Certificate of Insurance (COI) from each vendor. *NOTE: Univar will email COI's directly to town shortly.*
- The Legal Notice and posting notices from the *Goods and Services Bulletin* and *Boston verification*

*If you email me a scan of the fully-executed contract, I will keep an electronic copy for ready access.*

Please call me with any questions. Thank you for your participation in this procurement!

*Moira L. Rouse*

Moira Rouse

[HOME](#)[DIRECTIONS](#)[CONTACT US](#)Search [sec.state.ma.us](#)[Search](#)

## Goods and Services submission confirmation

**The following Goods and Services submission was successfully received.**

Planned date of publish is 3/5/2018

### Awarding Agency

Agency Name and Address: **Southeastern Regional Services Group 6 Park Row Mansfield, MA 02048**

Bid Number:

### Contact Information

Name: **Molra Rouse**

Title: **Regional Administrator**

Phone: **508-851-6441**

Fax:

Email Address: **SERSG@sersg.org**

**Notify email address listed when final publish date assigned.**

Address:

(If different from above)

### Description

**Bids are invited for Water and Sewer Treatment Chemicals on behalf of the Towns of Bridgewater, Canton, East Bridgewater, Easton, Foxborough, Mansfield, Medfield, Middleborough, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Stoughton, West Bridgewater, and Wrentham and the Dighton Water District and MFN Regional Wastewater District for the period 7/1/18-6/30/19. A list of Chemicals being procured can be found at [www.sersg.org](http://www.sersg.org). The list and bid package will be available March 14, 2018.**

### Contract Information

Estimated Rate: Duration: **1 year**

Bid Release Date: **03/14/18** Release Time: **12:00PM**

Bid Deadline Date: **4/18/18** Deadline Time: **11:00AM**

Additional Information: **The bid package will be emailed or sent by first class mail. It will not be faxed or sent by expedited mail service. A series of contracts between vendors and each participating municipality will be awarded to the lowest responsible and eligible bidder for each item. The Awarding Authority will be the Board of Selectmen, Town Administrator/Manager, Procurement Officer or Mayor of each city or town.**

This page can be printed for your records.

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## LEGAL NOTICE

The Southeastern Regional Services Group (SERSG) invites bids for Water and Sewer Treatment Chemicals on behalf of the Towns of Bridgewater, Canton, East Bridgewater, Easton, Foxborough, Mansfield, Medfield, Middleborough, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Stoughton, West Bridgewater, and Wrentham and the Dighton Water District and MFN Regional Wastewater District for the period July 1, 2018 – June 30, 2019.

A list of Chemicals being procured can be found at [www.sersg.org](http://www.sersg.org). The list and bid package will be available March 14, 2018. Request bid packages by email or call to Procurement Officer Moira Rouse at [SERSG@sersg.org](mailto:SERSG@sersg.org), 508-851-6441. The bid package will be emailed or sent by first class mail. It will not be faxed or sent by expedited mail service.

Sealed bids will be received no later than **11:00AM on Wednesday, April 18, 2018** at 6 Park Row, Mansfield, MA 02048. The SERSG Board of Directors will evaluate the bids and reserves the right to waive any informality or reject any or all bids.

A series of contracts between vendors and each participating municipality will be awarded to the lowest responsible and eligible bidder for each item. The Awarding Authority will be the Board of Selectmen, Town Administrator/Manager, Procurement Officer or Mayor of each city or town.

## ORDER DETAILS

<b>Order Number:</b>	<b>W0058758</b>
<b>Order Status:</b>	Submitted
<b>Classification</b>	Legal Notice - Bids/RFPs
<b>Package:</b>	Legal Notices
<b>Cost:</b>	\$211.60
<b>Payment Type:</b>	
<b>User ID:</b>	W0011943

Moira Rouse  
6 Park Row  
Mansfield, MA 02048  
508-851-6441  
sersg@sersg.org  
SERSG Service Corp.

**Date:** 2:40 PM - Wed, Feb 28, 2018  
**Amount:** \$211.60

Mon Mar 12, 2018  
Boston Globe Legal  
Notices

[illegible]

2/28/2018, 2:41 PM

# Town of Stoughton

Page 1 of 1

## BID SOLICITATION

Bid Opening Date: 04/18/2018 11:00 AM  
Printed: 02/28/2018 02:54 PM

Description: Water & Sewer Treatment  
Chemicals FY19

Bid Number <b>BD-17-1328-6441-SERSG- 24269</b>
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Bids are invited for Water & Sewer Treatment Chemicals for participating SERSG members. A list of chemicals is at SERSG.org on	1	EA		
				TOTAL:	

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE  
PURCHASING ENTITY TO PURCHASE ANY GOODS OR  
SERVICES.

PURCHASED

By: Moira Rouse

Phone#: (508) 851-6441

Email: [sersg@sersg.org](mailto:sersg@sersg.org)

BUYER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2018

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

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

<b>PRODUCER</b> Berkshire Fairfield Insurance Agency 128 South Street  Pittsfield MA 01201		<b>CONTACT NAME:</b> Tracy Lane <b>PHONE (A/C, No, Ext):</b> (413) 443-5300 <b>FAX (A/C, No):</b> (413) 443-2691 <b>E-MAIL ADDRESS:</b> tlane@berkshirefairfield.com	
<b>INSURED</b>  Holland Company Inc 153 Howland Ave  Adams MA 01220-1110		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Illinois Union Insurance Company <b>INSURER B:</b> ACE Property and Casualty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20699	

**COVERAGES****CERTIFICATE NUMBER:** 2017-2018**REVISION NUMBER:**

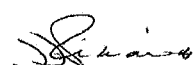
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		APC G28147661 001	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> POLLUTION LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PMU H08463402 001	08/01/2017	08/01/2018	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		XOO G28147673 001	08/01/2017	08/01/2018	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 8,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TO BE ISSUED SEPARATELY			EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Town of Medfield is an additional insured with respects to General Liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Medfield 459 Main St.  Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> BERKSHIRE FAIRFIELD INSURANCE AGENCY LLC  306 SOUTH ST PITTSFIELD MA 01201		<b>CONTACT</b> NAME: Monica Mucci PHONE (A/C, No, Ext): (413) 443-5300 FAX (A/C, No): E-MAIL ADDRESS: mmucci@berkshirefairfield.com	
<b>INSURED</b> HOLLAND COMPANY INC  153 HOWLAND AVENUE ADAMS MA 01220		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ACE AMERICAN INSURANCE CO NAIC #: 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 272957

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N/A	N/A	6S62UB9F39336417	11/28/2017	11/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/lwd/workers-compensation/investigations/](http://www.mass.gov/lwd/workers-compensation/investigations/).

**CERTIFICATE HOLDER****CANCELLATION**

Town of Medfield 459 Main Street  Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

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**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

TOWN COPY  
SIGN AND RETAIN

**The Awarding Authority of the Town of Medfield hereby awards a contract to:**  
**Holland Company Inc.**  
**153 Howland Avenue**  
**Adams, MA 01220-1199**

**For Price Adjustments July 1, 2018-June 30, 2019**

**Mass DOT Diesel Price, April 2018**                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>		<u>Bid Price</u>	<u>Estimated Value</u>
<b>Polyaluminum Chloride, gallons (PCH-101</b>				
<b>21 equiv.)</b>	24,000	2.54	per gallon	60,960.00
<b>24 Sodium Aluminate, gallons</b>	15,000	2.91	per gallon	43,650.00

**Total Est. Value \$ 104,610.00**

**You must return the following items within ten (10) days to:**

Moirá Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
  - 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.**
- Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**

## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Holland Company, Inc.** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

### 1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and Water and Sewer Treatment Chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

### 2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether a part or all of the product has been consumed.

The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

#### 6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.



All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Towns' scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

Contractor's name  
Loading point  
Truck registration number  
Date of delivery  
Name of person making the delivery  
Name of person certifying the weight  
Description and quantity of the supplies being delivered  
Gross weight of the truck  
Tare weight  
Net weight  
Signature of the sworn weigher  
Date  
Loading point  
Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

**ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.**

#### **7. Payments**

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30) days of their return, the City or Town may deduct this charge from any outstanding invoices

owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### 8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

#### 9. Termination for Convenience

The City or Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

#### 10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### 11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### 13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

#### 15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it: and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

#### 16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the



extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

#### 17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates Matthew B. Holland to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town:

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

To the Contractor

Holland Company, Inc.

153 Howland Avenue

Adams, MA 01220-1199

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

**For the Town:**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

May 23, 2018  
Date

By:   
Signature of Authorized Agent Matthew B. Holland

Manager  
Title of Authorized Agent

**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

**The Awarding Authority of the Town of Medfield hereby awards a contract to:**

**Holland Company Inc.  
153 Howland Avenue  
Adams, MA 01220-1199**

**For Price Adjustments July 1, 2018-June 30, 2019**

**Mass DOT Diesel Price, April 2018**                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Estimated Value</u>
<b>Polyaluminum Chloride, gallons (PCH-101 21 equiv.)</b>	24,000	2.54 per gallon	60,960.00
<b>24 Sodium Aluminate, gallons</b>	15,000	2.91 per gallon	43,650.00

**Total Est. Value \$ 104,610.00**

**You must return the following items within ten (10) days to:**

Moirra Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
- 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.  
Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**



## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Holland Company, Inc.** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

### 1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and Water and Sewer Treatment Chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

### 2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether a part or all of the product has been consumed.

The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

#### 6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.

All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Town's scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

Contractor's name  
Loading point  
Truck registration number  
Date of delivery  
Name of person making the delivery  
Name of person certifying the weight  
Description and quantity of the supplies being delivered  
Gross weight of the truck  
Tare weight  
Net weight  
Signature of the sworn weigher  
Date  
Loading point  
Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

**ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.**

#### **7. Payments**

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30) days of their return, the City or Town may deduct this charge from any outstanding invoices



owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### 8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

#### 9. Termination for Convenience

The City of Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

#### 10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

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Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964. The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

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The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

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The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it: and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

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The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

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extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

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During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
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Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates Matthew B. Holland to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town:

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

To the Contractor

Holland Company, Inc.

153 Howland Avenue

Adams, MA 01220-1199

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

**For the Town:**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

May 23, 2018  
Date

By:



Signature of Authorized Agent Matthew B. Holland

Manager

\_\_\_\_\_  
Title of Authorized Agent

TOWN COPY  
SIGN AND RETAIN

**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

**The Awarding Authority of the Town of Medfield hereby awards a contract to:**

**Roberts Chemical  
330B Victor Road  
Attleboro, MA 02703**

**For Price Adjustments July 1, 2018-June 30, 2019**

**Mass DOT Diesel Price, April 2018**                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Estimated Value</u>
<b>Sodium hypochlorite 15% Solution, 5 gal.</b>			
11 pails	800	14.8500 per pail	11,880.00
<b>Total Est. Value</b>			<b>\$ 11,880.00</b>

**You must return the following items within ten (10) days to:**

Moira Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
  - 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.**
- Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**



## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the 29th day of MAY, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Roberts Chemical Co.** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

### 1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and Water and Sewer Treatment Chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

### 2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether a part or all of the product has been consumed.

The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

#### 6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.

All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Town's scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

- Contractor's name
- Loading point
- Truck registration number
- Date of delivery
- Name of person making the delivery
- Name of person certifying the weight
- Description and quantity of the supplies being delivered
- Gross weight of the truck
- Tare weight
- Net weight
- Signature of the sworn weigher
- Date
- Loading point
- Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

**ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.**

#### **7. Payments**

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30) days of their return, the City or Town may deduct this charge from any outstanding invoices

owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### 8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

#### 9. Termination for Convenience

The City of Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

#### 10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### 11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### 13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

#### 15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

#### 16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the



extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

#### 17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

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The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates DENNIS NOLAN to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town: \_\_\_\_\_

To the Contractor DENNIS NOLAN C/O ROBERTS CHEMICAL CO INC  
330-B VICTOR RD  
ATTLEBORO MA 02703

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

**For the Town:**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

5/24/18  
Date

By:   
Signature of Authorized Agent

General Manager  
Title of Authorized Agent



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2018

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

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

<b>PRODUCER</b> Aaxia Chemical Insurance Services P.O. Box 22044  Mesa AZ 85277		<b>CONTACT NAME:</b> Larry Knight <b>PHONE (A/C, No, Ext):</b> (614) 467-4410 <b>FAX (A/C, No):</b> (866) 839-0872 <b>E-MAIL ADDRESS:</b> larryk@chemicalinsurance.com	
<b>INSURED</b> Roberts Chemical Co., Inc. 330-B Victor Rd  Attleboro MA 02703		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Co <b>INSURER B:</b> Great Divide Insurance Co <b>INSURER C:</b> ACE <b>INSURER D:</b> Steadfast Ins. Co. <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 17370 25224	

**COVERAGES****CERTIFICATE NUMBER:** 2018-19 Liability**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLP2002123	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each Occurrence \$ 1,000,000										
	B						<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY Ded=\$1,000	Y	MAA1531376 (MA)	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000					
							A					<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	FFX1531093	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
												C					<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N
D	Pollution Liability	EPC 9169521-05	04/01/2018	04/01/2019	Each Pollution Event \$4,000,000 \$25,000 deductible												

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

Certificate Holder is an Additional Insured where required by written contract and as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Medfield 459 Main Street  Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

**The Awarding Authority of the Town of Medfield hereby awards a contract to:**

**Roberts Chemical  
330B Victor Road  
Attleboro, MA 02703**

**For Price Adjustments July 1, 2018-June 30, 2019**

**Mass DOT Diesel Price, April 2018**                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Estimated Value</u>
<b>Sodium hypochlorite 15% Solution, 5 gal.</b>			
<b>11 pails</b>	800	14.8500 per pail	11,880.00

**Total Est. Value \$ 11,880.00**

**You must return the following items within ten (10) days to:**

Moirá Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
  - 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.**
- Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**



## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the 29th day of MAY, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Roberts Chemical Co.** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

### 1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and Water and Sewer Treatment Chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

### 2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether a part or all of the product has been consumed.



The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

#### 6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.

All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Town's scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

Contractor's name  
Loading point  
Truck registration number  
Date of delivery  
Name of person making the delivery  
Name of person certifying the weight  
Description and quantity of the supplies being delivered  
Gross weight of the truck  
Tare weight  
Net weight  
Signature of the sworn weigher  
Date  
Loading point  
Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

**ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.**

#### **7. Payments**

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30) days of their return, the City or Town may deduct this charge from any outstanding invoices

owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### 8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

#### 9. Termination for Convenience

The City or Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

#### 10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### 11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964. The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### 13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

#### 15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

#### 16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the

extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

#### 17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.



19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates DENNIS NOLAN to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town:

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

To the Contractor

DENNIS NOLAN C/O ROBERTS CHEMICAL Co INC  
330-B VICTOR RD  
ATTLEBORO MA 02703

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

**For the Town:**

\_\_\_\_\_ By \_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

5/24/18  
\_\_\_\_\_  
Date

By:   
Signature of Authorized Agent

General Manager  
\_\_\_\_\_  
Title of Authorized Agent



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2018

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

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

<b>PRODUCER</b> Aaxia Chemical Insurance Services P.O. Box 22044  Mesa AZ 85277		<b>CONTACT</b> Larry Knight <b>PHONE</b> (614) 467-4410 <b>FAX</b> (866) 839-0872 <b>E-MAIL</b> larryk@chemicalinsurance.com <b>ADDRESS:</b>	
<b>INSURED</b> Roberts Chemical Co., Inc. 330-B Victor Rd  Attleboro MA 02703		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Co <b>INSURER B:</b> Great Divide Insurance Co <b>INSURER C:</b> ACE <b>INSURER D:</b> Steadfast Ins. Co. <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2018-19 Liability

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLP2002123	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each Occurrence \$ 1,000,000								
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY Ded=\$1,000						Y	MAA1531376 (MA)	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000				
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000										Y	FFX1531093	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER														
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6S62UB-4580P863-13	03/03/2018	03/03/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000								
D	Pollution Liability			EPC 9169521-05	04/01/2018	04/01/2019	Each Pollution Event \$4,000,000 \$25,000 deductible								

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

Certificate Holder is an Additional Insured where required by written contract and as their interest may appear.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Medfield  
459 Main Street

Medfield

MA 02052

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

TOWN COPY  
SIGN AND RETAIN

**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

The Awarding Authority of the Town of Medfield hereby awards a contract to:

**UNIVAR USA, Inc.  
175 Terminal Road  
Providence, RI 02905**

**For Price Adjustments July 1, 2018-June 30, 2019**

Mass DOT Diesel Price, April 2018                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Estimated Value</u>
8 Sodium Hydroxide 50% Solution, gallons	8,000	2.3863 per gallon	19,090.40
<b>Total Est. Value \$</b>			<b>19,090.40</b>

**You must return the following items within ten (10) days to:**

Moira Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
- 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.  
Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**



## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Univar USA** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

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The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether a part or all of the product has been consumed.

The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

#### 6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.



All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Towns' scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

- Contractor's name
- Loading point
- Truck registration number
- Date of delivery
- Name of person making the delivery
- Name of person certifying the weight
- Description and quantity of the supplies being delivered
- Gross weight of the truck
- Tare weight
- Net weight
- Signature of the sworn weigher
- Date
- Loading point
- Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

**ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.**

## **7. Payments**

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30) days of their return, the City or Town may deduct this charge from any outstanding invoices

owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### 8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

#### 9. Termination for Convenience

The City or Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

#### 10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### 11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### 13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

#### 15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

#### 16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the

extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

#### 17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor. .

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer.

The Contractor designates Michael Crea to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town:

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

To the Contractor

Michael Crea  
200 Dean Sevens Pl.  
Norrisville, PA 19067

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.



24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

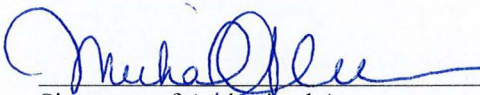
**For the Town:**

\_\_\_\_\_  
Date By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

5/31/18  
Date

By:   
Signature of Authorized Agent

Municipal Specialist  
Title of Authorized Agent



**SERSG Contract Award  
FY19 Water Sewer Treatment Chemicals**

**The Awarding Authority of the Town of Medfield hereby awards a contract to:**

**UNIVAR USA, Inc.  
175 Terminal Road  
Providence, RI 02905**

**For Price Adjustments July 1, 2018-June 30, 2019**

**Mass DOT Diesel Price, April 2018**                      \$2.534 per gallon

**For the following items for the period 7/1/18-6/30/19:**

	<u>Estimated Quantity</u>	<u>Bid Price</u>	<u>Estimated Value</u>
8 Sodium Hydroxide 50% Solution, gallons	8,000	2.3863 per gallon	19,090.40
<b>Total Est. Value \$</b>			<b>19,090.40</b>

**You must return the following items within ten (10) days to:**

Moir Rouse, Procurement Officer  
Southeastern Regional Services Group  
6 Park Row  
Mansfield, MA 02048

- 1. Your signature and other requested information on two copies of the enclosed contracts,**
  - 2. Certificate of Insurance with appropriate coverages listing the following as an additional insured.**
- Town of Medfield, 459 Main Street, Medfield, MA 02052**

**Vendors failing to list the correct name of the town and address will have paperwork returned.**

## CONTRACT for Water and Sewer Treatment Chemicals

THIS AGREEMENT (hereinafter called the Contract) made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Medfield** (hereinafter called the City or Town) and **Univar USA** (hereinafter called the Contractor) having its principal place of business as noted on the attached Award.

The Contractor has bid successfully to provide Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2018 through June 30, 2019. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

### 1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and Water and Sewer Treatment Chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

### 2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

### 3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

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The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

#### 4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

#### 5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

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- Contractor's name
- Loading point
- Truck registration number
- Date of delivery
- Name of person making the delivery
- Name of person certifying the weight
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- Gross weight of the truck
- Tare weight
- Net weight
- Signature of the sworn weigher
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Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

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The City or Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

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Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.



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If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### 11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

#### 12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964. The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### 13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and

agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### 14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

#### 15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

(a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,

(b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

#### 16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the

extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

#### 17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

#### 18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor. .

No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates Michael Crea to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates \_\_\_\_\_ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town:

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

To the Contractor

Michael Crea  
200 Dean Sievers Pl.  
Morrisville, PA 19067

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.



24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

**For the Town:**

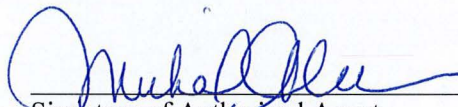
\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Agent

**For the Contractor:**

5/31/18  
Date

By:   
Signature of Authorized Agent

Municipal Specialist  
Title of Authorized Agent

