

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: June 17, 2024 @ 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman/ACO
Ed Munch, Selectman
Sam Haupt, Selectman/Fin Com
Justin Russell, Highway Superintendent
Bruce Cullett, Police Chief
Terry Walker, Town Administrator
Valerie Bird, Board of Health
Dan Hassett, BRPC

Public Attendees: Ruth Calaycay, Heather Brooks, Doug Haskins, Branden Mascolo

Item 1: Call to order: 6:00 P.M.

Item 2: Roll Call: Chairman Leach present, Selectman Haupt present, Selectman Munch present

Item 3: State Recording status: Selectman Leach recording under Exemption E for personal reasons.

Item 4: Pledge of Allegiance to the Flag: Led by Selectman Leach

Item 5: Reorganization of the Board: Selectman Haupt nominated Verne Leach as Chairman of the Board of Selectmen, Selectman Munch, 3-0

Item 6: Review and Approve BOS Meeting Minutes for 6/10/2024:
Selectman Leach motion to approve 6/10/2024 minutes pending changes, Selectman Munch second, 3-0.

Item 7: Update of Departments:

Highway Superintendent Russell:

- Curtin Road has been completed.
- The base of the flagpole will be installed at the cemetery this week.
- Superintendent Russell requested vacation from Wednesday, June 19th until July 1st. Selectman Leach motion to approve Superintendent Russell's vacation, Selectman Munch second, 3-0

Police Chief Cullett:

- Chief Cullett presented the Board of Selectmen with bullet proof vest grant reimbursement. Selectman Munch motion for Chairman Leach to sign the reimbursement, Selectman Haupt second, 3-0
- Chief Cullett also mentioned he would be using personal time off before the end of June.

Board of Health:

Valerie Bird asked the Board of Selectmen for an update on negative pressure in crawl space. Selectman Leach mentioned that he had sealed off and installed a fan for negative pressure. Selectman Leach wanted to know if it safe for the public. Dan Hassett, BRPC mentioned that the area has to be sealed off and the duct work for the heating system is in the crawl space is a problem. The heating system should not be used. Valerie Bird asked if all the paper had been removed from the crawl space. Selectman Leach mentioned that Doug Haskins is still working on cleaning out the crawl space. Dan Hassett felt that negative pressure is a good idea, but that rain could cause more problems. Selectman Munch mentioned that Coralee Pelkey is planning an event at the Community Center for October and wondered if the Community Center could be used by October. Dan Hassett said there are concerns with anyone that has mold sensitivity to use the Community Center. Dan Hassett suggested having the Community Center cleaned with a mold cleaner.

Town Administrator:

- TA Walker mentioned that she submitted the Americans with Disabilities Act (ADA) Improvement Grant for \$208,000. This grant funding will be used to pave the Town Hall upper and lower parking lots, Fire House parking lot, blacktop curb/berm and a concrete entry ramp with well access cover.
- Linda Cernik email- invitation to attend annual meeting for Northern Berkshire Solid Waste Management. The date is Thursday, July 11th at 6 p.m. at the Golden Eagle Restaurant. Selectman Munch asked TA Walker to find out the cost and how many people could attend.
- TA Walker mentioned that she had mailed the BOH Well regulations by certified mail on June 12th to the Central Registry.
- Permiteyes-TA Walker has contacted Rajan from Full Circle Technologies and the BOH does not owe outstanding invoices for FY24. The BOH will be invoiced in the next fiscal year (FY25).

Item 8: Discussion with Mark Toporoff and possible vote on issuing Camp Danbee license to operate: Selectman Leach motion to issue Camp Danbee license to operate, Selectman Munch second, 3-0.

Item 9: Discussion and possible vote to appoint Branden Mascolo to the Conservation Commission: Selectman Leach motion to appoint Branden Mascolo to the Conservation Commission, Selectman Haupt mentioned that training is available for Branden, Selectman Munch second, 3-0.

Item 10: Discussion and possible vote to appoint Branden Mascolo to the Parks and Recreation Commission: Selectman Leach motion to appoint Branden Mascolo to the Parks and Recreation Commission, Selectman Munch second, 3-0.

Item 11: Public Hearing for Eversource for poles on South Road, Middlefield Road and Curtin Road: Selectman Leach called the Public Hearing to order at 6:15 p.m. The Representative from Eversource did not arrive and the Public Hearing was placed on hold at 6:23 p.m. The Public Hearing was called to order at 6:25 p.m. Since the Eversource representative did not attend the Public Hearing, Superintendent Russell answered questions from the audience regarding pole relocations. Selectman Munch motion to authorize Highway Superintendent Russell to oversee pole locations on all roads, Selectman Leach second, 3-0, Public Hearing ended at 6:30 p.m.

Item 12: Discussion and possible vote to sign contracts for paving with AllState Construction and LB Corp. Selectman Munch motion for Chairman Leach to sign contracts for All States Construction and LB Corp. which are Chapter 90 projects, Selectman Haupt second, 3-0.

Item 13: Public Input: Doug Haskins returned town hall key, key to BOS office and post office box key #107 to the Board of Selectmen.

Item 11: Adjourn: Selectman Leach made motion to adjourn the 6/17/2024 BOS Meeting, Selectman Munch second, Vote 3-0. The 6/17/2024 BOS Meeting adjourned at 6:37 P.M.

Articles used:

- Appointment letters
- Branden Mascolo resume
- All States Construction and LB Corp Contracts
- Public Hearing Notice (Eversource)
- Camp Danbee License to operate, signed permit from Fire Chief and Building Inspector
- Bullet Proof vest reimbursement
- Email from Linda Cernik (NBSW) annual meeting and dinner

Terry Walker
Town Administrator

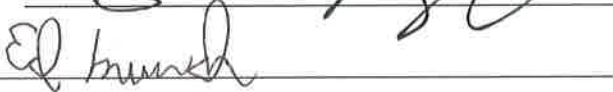
Verne Leach, Chairman



Sam Haupt, Selectman



Ed Munch, Selectman



Date Approved: 6-24-24

Received June 24, 2024 Kim Leach , Town Clerk

Branden Mascolo, PharmD

Employment Experience

Pet Sitter via Rover 2019 - Present, Self-Employed

- Answering calls and texts from prospective clients regarding scheduling a pet service, either dog walking, dog sitting, or drop-ins.
- Scheduling Meet & Greets to meet prospective clients and their pets, to go over any tasks and care regimens they would like for their pets.
- Establishing rapport with prospective and current clients.
- Keeping dates and times well-organized in a dedicated planner.

Clinical Pharmacist 2017 - 2019 Long's Peak Hospital, Longmont, CO

- Participated in the Grand Opening of this newly built hospital
- Reviews the patient's medications, allergies, labs, and other pertinent information from the medical record to identify and solve medication-related problems prospectively.
- Reviewed and approved medication orders for both inpatient and outpatient pharmacy.

Staff Pharmacist: February, 2013 – 2017, Franciscan Hospital for Children, Brighton, MA

- Designed, implemented, and manages operating room/anesthesia drug kits.
- Supervise, train, and support technicians and students.
- Documents and assesses adverse drug events, interventions, and recommendations.
- Reviews the patient's medications, allergies, labs, and other pertinent information from the medical record to identify and solve medication-related problems prospectively.
- Responsible for the entire inventory process including physical and Pyxis count of medications using inventory software.
- Proficient in: Excel, Microsoft Word, PowerPoint, Outlook, and MILT labeling software.
- Communicates effectively with medical staff to ensure the highest level of care and patient safety.

Pharmacy Intern: July, 2011 – November, 2011, Franciscan Hospital for Children, Brighton, MA

- Responsible for billing the OR and anesthesia departments for use of medications
- Coordinated and re-organized the storage of medication in the pharmacy
- Delivered medications, including controlled substances and antibiotics to desired automated medication dispensing system

Pharmacy Technician, June, 2007 – August, 2010 CVS/Pharmacy, Troy, NY and Brighton, MA

- Answered phones, cashier, data entry, counted medication, called insurances for prior authorizations.
- Counseled customers with prescription questions.

Education

Doctor of Pharmacy

MCPHS University

Graduation: May 2012

- PharmD Degree
- Academic Awards/Honors: Dean's List

All State Construction

Owner/Contractor Agreement for Public Works Construction

1. Introduction

THIS AGREEMENT made this Third day of June in the year Two Thousand and Twenty Four, between All States Construction, Inc., with a usual place of business at PO Box 91, Sunderland, MA 01375, hereinafter called the CONTRACTOR, and The Town of Peru, acting by its Select Board, with a usual place of business at 3 East Main Rd. Suite 110, Peru, MA 01235, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereafter named, agree as follows:

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Full Depth Reclamation for Curtain Rd. and August Smith Rd., in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

The Bidder must demonstrate an understanding of the needs of the Town identified in this IFB through their approach in responding to this Invitation to Bid and shows an ability to undertake and complete this work.

The Town requires that the Contractor has performed similar work in the Commonwealth of Massachusetts.

Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule. Financial statements shall reflect the true financial conditions of the bidder within three months prior to the date of bid opening and shall be validated by a Certified Public Accountant.

A bidder, in order to be eligible for the contract must, if requested, be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Peru.

Documented experience information provided must be relevant in size and scope to the work being bid on and current. A minimum of 3 similar public project(s) is required.

All bidders must be prequalified for the following class of work: Pavement Surfacing in order to submit a bid. Bidders that are not on the approved MA DOT list will be rejected.

Summary:

The Full Depth Reclamation project for Curtain Rd and August Smith Rd in Peru, MA, is set to commence on September 9, 2024, and conclude by September 13, 2024. The work involves fine grading, compaction, and calcium treatment over a total area of 20,839 square yards, with Curtain Rd spanning 5,000 feet and August Smith Rd at 3,525 feet, both 22 feet wide.

Scope:

- **Project Type:** Full Depth Reclamation with Calcium, Fine Grade, and Compaction.
- **Duration:** The project is scheduled to start on September 9, 2024, and finish by September 13, 2024.
- **Curtain Rd:**
 - Length: 5,000 feet
 - Width: 22 feet
 - Area: 12,222 square yards
- **August Smith Rd:**
 - Length: 3,525 feet
 - Width: 22 feet
 - Area: 8,617 square yards
- **Total Area:** 20,839 square yards
- **Police Detail:** Not to Exceed \$65 per hour
- **Materials:** Approximately 3,000 tons of 1 ½" dense grade will be added during the grading process, estimated at 2,000 tons per mile.
- **Logistics:** The awarded bidder is responsible for supplying tri-axle dump trucks to transport the 1.5" dense grade to each road during the reclamation and grading process. The base material will be provided by the Town of Peru and stored at the highway yard. Trucking costs should be calculated per ton. Additionally, the bidder will coordinate

and provide police details at the rate of \$65 per hour as specified by the Peru Police Department.

- Awarded Bidder must follow all MassDOT specifications attached therein to this bid.

MassDOT Specifications: <https://www.mass.gov/lists/construction-specifications>

See Attachment B

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$86,068.02.

4. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before September 30, 2024.

- A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will

insure Substantial Completion within the stipulated number of calendar days.

- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500 per day.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
1. The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

2. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws:
1. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
 2. If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
 3. If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
 4. In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the

Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

- G. Drawings, Specifications and Submittals:
 - 1. The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

 - 2. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

 - 3. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the

Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

4. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

5. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner or Owner's representative. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor

shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

6. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

7. Site Information Not Guaranteed: Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work.

Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he

has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Project Architect or Engineer

There is a project architect-engineer for this project who is John Phelps, Senior Structural Engineer, Gill Engineering. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

9. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls with each pay application and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

10. Payments to the Contractor

- A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of Chapter 30 of the General Laws of the Commonwealth of Massachusetts. The Contractor shall submit applications for payment as required by said provisions and the directions of the Owner.
- B. The Contractor's applications for payment shall be subject to approval by the Project Engineer and the Owner.

- C. Retainage: From payment applications made prior to Substantial Completion, the Owner will retain 5 percent (5%) of the amount otherwise due. Retainage shall be due and payable to the Contractor upon Final Completion, less the fair value of any outstanding claims of the Owner against the Contractor.
- D. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
1. Unit bid prices previously approved.
 2. An agreed lump sum.
 3. The actual cost of:
 - a. Labor.
 - b. Materials entering permanently into the work.
 - c. The ownership or rental cost of construction equipment during the time of use on the extra work.
 - d. Power and consumable supplies for the operation of power equipment.
 - e. Wages to be paid.
- E. To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profit and any other general expenses.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- G. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the

commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

11. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under this Agreement.

12. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidder
- This Contract Form
- Bid Form
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

13. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

14. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

15. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- A. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- D. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any

motor vehicle.

- G. claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

16. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

17. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

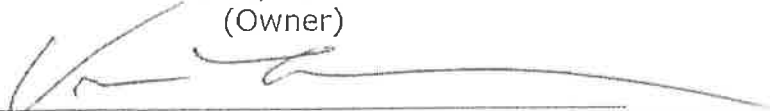
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SIGNATURE PAGE TO FOLLOW

AGREED:

TOWN OF PERU, MASSACHUSETTS

(Owner)




(Town Official)

CONTRACTOR

All States Construction, Inc.

(Firm Name)



(Name, Title) Alan L. Chicoine
Vice President

325 Amherst Rd.; PO Box 91

(Address)

Sunderland, MA 01375

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

LB Corporation

Owner/Contractor Agreement for Public Works Construction

1. Introduction

THIS AGREEMENT made this Third day of June in the year Two Thousand and Twenty Four, between LB Corporation, with a usual place of business at PO Box 388, Lee, MA 01238, hereinafter called the CONTRACTOR, and The Town of Peru, acting by its Select Board, with a usual place of business at 3 East Main Rd. Suite 110, Peru, MA 01235, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereafter named, agree as follows:

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Paving for Curtain Road and August Smith Road, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

The Bidder must demonstrate an understanding of the needs of the Town identified in this IFB through their approach in responding to this Invitation to Bid and shows an ability to undertake and complete this work.

The Town requires that the Contractor has performed similar work in the Commonwealth of Massachusetts.

Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule. Financial statements shall reflect the true financial conditions of the bidder within three months prior to the date of bid opening and shall be validated by a Certified Public Accountant.

A bidder, in order to be eligible for the contract must, if requested, be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Peru.

Documented experience information provided must be relevant in size and scope to the work being bid on and current. A minimum of 3 similar public project(s) is required.

All bidders must be prequalified for the following class of work: Pavement Surfacing in order to submit a bid. Bidders that are not on the approved MA DOT list will be rejected.

Summary:

Paving, HMA MassDOT Binder, Tack Coat, HMA MassDOT Top, and Road Widening

Curtain Rd:

- 5,000' x 22' = 12,222 SY
- HMA MassDot Binder 2.5" = 1,711 tons
- HMA MassDot Top 1.5" = 1,027 tons
- Tack Coat .05 gallons/ SY = 611 gallons
- Road Widening 10,000'
- Blacktop Curb 280'
- Reset 1 drain structure

August Smith Rd:

- 3,525' x 22' = 8,617 SY
- HMA MassDot Binder 2.5" = 1,206 tons
- HMA MassDot Top 1.5" = 724 tons
- Tack Coat .05 gallons/ SY = 431 gallons
- Road Widening 7,050'

Total:

- 20,839 SY
- HMA Binder = 2,917
- HMA Top = 1,751
- Tack Coat = 1,042 gallons

- Road Widening = 17,050' - The contractor will need to haul the $\frac{3}{4}$ dense grade from the stockpile we will have in our yard to the job. Both roads are about 1 - 1/2 miles from the shop.
- Blacktop Curb - 280'
- Reset 1 drain structure

Start date: 9/16/24

Finish date: 10/4/24

The awarded bidder is to coordinate with the awarded bidder of the Full Depth Reclamation Bid and to begin paving no later than 5 days following the FDR.

HMA prices are to be per ton in place.

Tack Coat is to be priced per gallon.

Road Widening is to be priced per foot.

Police detail is to be priced per hr @ \$65/hr.

- Awarded Bidder must follow all MassDOT specifications attached therein to this bid.

MassDOT Specifications: <https://www.mass.gov/lists/construction-specifications>

Also see Attachment B

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$\$457,016.50.

4. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before September 30, 2024.

- A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the

Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500 per day.

5. Performance of the Work

A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. **Responsibility for the Work:**

1. The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

2. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws:

1. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
2. If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
3. If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
4. In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated

progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

1. The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
2. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
3. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
4. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
5. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner or Owner's representative. All such portions of

the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

6. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law,

rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

7. Site Information Not Guaranteed: Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work.

Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Project Architect or Engineer

There is a project architect-engineer for this project who is John Phelps, Senior Structural Engineer, Gill Engineering. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work

and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

9. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls with each pay application and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

10. Payments to the Contractor

- A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of Chapter 30 of the General Laws of the Commonwealth of Massachusetts. The Contractor shall submit applications for payment as required by said provisions and the directions of the Owner.
- B. The Contractor's applications for payment shall be subject to approval by the Project Engineer and the Owner.
- C. Retainage: From payment applications made prior to Substantial Completion, the Owner will retain 5 percent (5%) of the amount otherwise due. Retainage shall be due and payable to the Contractor upon Final Completion, less the fair value of any outstanding claims of the Owner against the Contractor.
- D. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
 - 1. Unit bid prices previously approved.
 - 2. An agreed lump sum.
 - 3. The actual cost of:

- a. Labor.
 - b. Materials entering permanently into the work.
 - c. The ownership or rental cost of construction equipment during the time of use on the extra work.
 - d. Power and consumable supplies for the operation of power equipment.
 - e. Wages to be paid.
- E. To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profit and any other general expenses.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- G. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

11. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under this Agreement.

12. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidder
- This Contract Form
- Bid Form
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

13. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

14. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

15. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor

shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- A. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- D. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

16. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

17. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SIGNATURE PAGE TO FOLLOW

AGREED:

TOWN OF Peru, MASSACHUSETTS
(Owner)
[Signature]
(Town Official)

CONTRACTOR

LB Corporation
(Firm Name)
[Signature] Steven A. Garrity President
(Name, Title)
P.O. Box 388-95 Marble Street
(Address)
Lee, Ma 01238
(City and State)

Approved as to Form:

By _____ (Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the

_____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____ (Owner's Accountant)

(Name)

Town of Peru

Peru, Massachusetts 01235



TOWN OF PERU

BOARD OF SELECTMEN

NOTICE OF PUBLIC HEARING

The Board of Selectmen will conduct a Public Hearing on June 17, 2024, at 6:15 p.m. in the Meeting Room, at the Town Hall, 3 East Main Road, Peru, MA.

PURPOSE OF THE HEARING: To provide the public with an opportunity to become fully acquainted with the proposed pole relocations for Eversource.

#1: PROPOSAL: The proposal for South Road: Install pole #26/B40, Install pole #26/B39, Install pole #26/B38, and Install pole # 26/B37

The proposal for South Road Extension: Install pole # 33/10, Install pole # 33/9 and Install pole # 33/8

Reason- Overhead Reliability Project

#2: PROPOSAL: The proposal for Strong Road: Install 5 poles numbered from 29/6 thru 29/10.

Reason: To extend facilities and provide power to homeowners.

#3: PROPOSAL: The proposal for Curtin Road: Install 1 pole 3/6M

Reason: To bring wire span length to current standards and provide access to the lot at 17 Curtin Road.

All work on this project will be performed within existing right of ways, and all abutters will be notified via mail, the town website and Berkshire Eagle.

Board of Selectmen

Town of Peru

PERMIT

Permit No. 2024-01 Fee 50

Camp Danbeck
Name

Perry, MA
Address

101 West Main Rd.

Date of Issue 6/17/24

Date of Expiration 6/17/25

FORM 451 HOBBS & WARREN, INC.

NUMBER

2024-01

THE COMMONWEALTH OF MASSACHUSETTS

FEE

\$ 50.00

Town of Perry

This is to Certify that Camp Danbeck

NAME

Perry, MA

ADDRESS

101 West Main Road

IS HEREBY GRANTED A PERMIT

For license to operate

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 17, 2025 unless sooner suspended or revoked.

June 17, 2024

[Signature]

FORM 451 HOBBS & WARREN, INC.

Building Permit

Town of Peru

Berkshire County

Date of Issue: 05/06/24

Map: 26 Lot: 50 PERMIT NO.: 24-13 Fee: \$500
 Use Group: OTFD Construction Type: 5B Permit F Remodel/Permit / General
 Owner: Danbee Real Estate Co LLC Building Site: Same
 Address: 101 West Main Rd Square Footage: Under 400sq'
 Contractor: N/A Est Job Cost: \$500.00

CSL N/A Exp. N/A HIC N/A

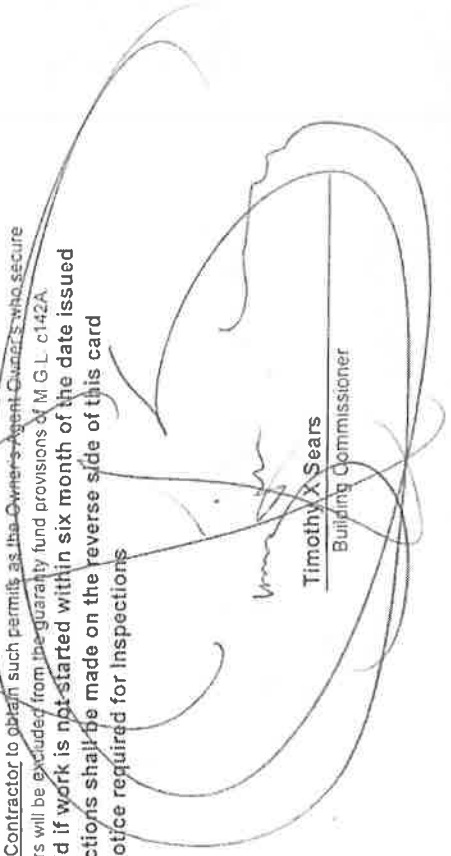
780 CMR 105.0 Permits: This permit is granted, provided that the person accepting this permit shall in every respect conform to the application filed with the Building Official, and to the provisions of the Town By-Laws, Regulations, Special Permits, or other restrictions. The Permit holder shall also conform to the Massachusetts State Building Code 8th Edition and all other applicable State, Local and Federal Laws and Regulations. Approved plans must be retained on the work site, and this card kept posted until the final inspection has been made.

780 CMR 110.3 Certificate of Occupancy: Where a Certificate of Occupancy is required, such buildings SHALL NOT BE OCCUPIED until a final inspection has been made and a CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. Where applicable separate permits are required for Electrical, Plumbing and Mechanical Installations.

780 CMR 110.0 R6: It shall be the obligation of the Home Improvement Contractor to obtain such permits as the Owner's Agent/Contractor who, secure their own construction-related permits or deal with unregistered contractors will be excluded from the guaranty fund provisions of M.G.L. c.142A. This permit shall become null and void if work is not started within six months of the date issued.

Signatures for required inspections shall be made on the reverse side of this card
48 Hrs. Notice required for inspections

COMMENTS: Inspections: FINAL
Permit valid pending Fire Chief OK



Timothy X. Sears
Building Commissioner



The Commonwealth of Massachusetts



City/Town of Peru

FP-006
(Rev. 6/23)

PERMIT

City or Town: Peru MA

Date: 5/26/24

DIG SAFE NUMBER

Start Date: _____

Permit Number (if applicable): _____

In accordance with the provisions of M.G.L. Chapter 148, as provided in _____ this permit is granted to Camp Danbee

(Full Name of Person, Firm or Corporation)

for camp with lodging for calendar year 2024

Restrictions: _____

at 101 West Main Rd Peru MA 01755

(Street and # or Describe Location for Adequate Identification)

Fee Paid \$ 500

This permit will expire on 12/31/2024

Signature of Official Granting Permit: 

Title SL26124

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.



This permit must be conspicuously posted upon the premises



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/psd-forms>. Forms are also posted at OSD Forms: <https://www.macomptroller.org/forms>.

CONTRACTOR LEGAL NAME: <u>Peru Police Department</u> <small>(and d/b/a):</small>		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 3 East Main Road, #106		Business Mailing Address: 10 Park Plaza, Suite 3720A, Boston, MA, 02116	
Contract Manager: Chief Bruce Cullett	Phone: 413-655-8377	Billing Address (if different):	
E-Mail: bcullett@townofperuma.com	Fax: 413-655-2144	Contract Manager: Corine Pryme	Phone: (617) 725-3322
Contractor Vendor Code: VC6000191940		E-Mail: corine.a.pryme@mass.gov	Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 <small>(Note: The Address ID must be set up for EFT payments.)</small>		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: COMMBUYS BD-22-1044-EPS11-10440-71531			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input checked="" type="checkbox"/> <u>Rate Contract.</u> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract.</u> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended), \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> <u>agree to standard 45 day cycle</u> <input type="checkbox"/> <u>statutory/legal or Ready Payments (M.G.L. c. 29, § 23A);</u> <input type="checkbox"/> <u>only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)</u>			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grant funds from the Bulletproof Vest Grant Program – Administered by Executive Office of Public Safety and Security- Office of Grants and Research.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>3/1/2022</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>2/28/2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as <u>electronically published</u> and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Verne Leach</u> Date: <u>6/13/24</u> <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Verne Leach</u> Print Title: <u>Chairman, Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ <small>(Signature and Date Must Be Captured At Time of Signature)</small> Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u>	

Town Administrator

From: lcernik@nbswmd.com
Sent: Friday, June 14, 2024 9:48 AM
To: ej.dris195@yahoo.xo; mrkrusz66@gmail.com; 'Cheshire DPW'; Carl McKinney, Town Administrator; 'Bud Hall'; 'Dawn Fye'; dfarm_01343@yahoo.com; bos@fairpoint.net; debbo85@aol.com; berkshireregambler@aol.com; cj7173@verizon.net; Town Administrator; 'Barbara Belisle'; 'Douglas McNally'; 'Nancy Nylen'; 'John Pitroff'
Subject: [External Sender]July 11 2024 6pm *** NBSWMD Action required****

Dear Board Members,
NBSWMD Annual Board Meeting, Thursday, July 11 , 6pm, location Golden Eagle Restaurant. This is the same location as last time.
There will be 3 choices for Dinner, Beef, Chicken and Fish.

The Annual meeting will ne held to vote on Officers, Chairman and Vice-Chairman. As it stands now Chairman is Joseph Szczepaniak JR. and Vice-Chairman is Douglas McNally. If any of the Board members would like to run for office, please let me know. The Board Members will be voting the night of the Annual meeting.

Invite is for you and a Guest~ Hope you can join us. RSVP by Thursday June 27th, by email lcernik@nbswmd.com. Thank you All for the Time you give the Solid Waste District.

I also want to mention that we need 7 members for a Quorum. I know things come up ; I understand! However, to be a productive Board we need to have a quorum .
Also, your Town has a voice at the table, and you are that. We discussed a few ideas last night on how to improve attendance, some for FY26.
In the meantime, I would like to propose meeting every other month. There are months we don't have anything to vote on, However there is always information that I give monthly. Jan's District meet 4 times a year, September , November, January, and May these are the times of the year that requires signatures , data collections, Inspections, MassDEP reporting and grants. As Nancy mentioned last night there is a lot of behind the scenes work that needs to be done on my part, I always provide you with emails and keep you up to date. I recommend me meet every other month and see how that goes. I have a Board that I sit on, and meeting are every other month it's highly attended.

Please RSVP for Dinner.

Thank you
Linda Cernik