

RFB EXHIBIT D

REMEDIAL ACTIVITIES CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2011, by, between and among _____, a Massachusetts corporation with its principal place of business at _____, (hereinafter referred to as the "Contractor), and the TOWN OF ACTON, a municipal corporation, with a Tax ID# of _____ having its principal office at Town Hall, 472 Main Street, Acton MA 01720 (hereinafter referred to as the "Town" or "Owner" or "Awarding Authority").

The Town and the Contractor, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. STATEMENT OF WORK.

The Contractor shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work in strict accordance with the Contract Documents identified in Section 4 of this Agreement, all applicable laws and regulations, and the Order of Conditions issued by the Acton Conservation Commission and recorded in the Middlesex County Registry of Deeds at Book 57158, Page 406, all of which are incorporated herein by reference and are made a part hereof:

- (a) The complete excavation, loading, removal, transportation, and off-site disposal of PAH, lead, and arsenic contaminated soils located at the former Caouette Property (DEP RTN 2-0018007) and the abutting portion of the former MBTA Property (DEP RTN 2-0017998), both located in and now owned by the Town of Acton, Massachusetts (collectively, the "Site") in accordance with the RAM Plan, M.G.L. c. 21E, the Massachusetts Contingency Plan ("MCP"), and any DEP approval relating thereto and under the direction and supervision of the Town's Licensed Site Professional ("LSP"). Soil excavation shall extend to approximately two (2) feet below ground surface or until impacted soils are removed, as determined by the LSP; and
- (b) The complete restoration of the areas disturbed during the contaminated soil removal described in Paragraph 1(a), including the importation from off-site sources and installation and placement of topsoil to match existing grades and the installation of surface cover and seed to stabilize disturbed soil.

2. TIME OF COMPLETION.

The Contractor shall commence Work under this Agreement on the date specified in the written Notice of to Proceed and shall fully complete all Work hereunder, with the exception of seeding and loaming required as part of the Work, within 30 calendar days of receipt of the Notice to Proceed. All seeding and loaming shall be completed by May 31, 2012.

3. **THE CONTRACT PRICE.**

The Town shall pay the Contractor for the performance of the Contract, in current funds, subject to any additions and deductions as provided in the Contract Documents, the sum of

- _____ Dollars (\$_____.00) per ton of soil excavated and disposed and
- _____ Dollars (\$_____.00) per ton of soil backfilled and
- _____ Dollars (\$_____.00) as the contract base price.

4. **CONTRACT DOCUMENTS.**

The Contract Documents shall consist of the following component parts, all of which are incorporated herein by reference and made a part hereof:

- a. Request for Bids dated September 28, 2011, with all Exhibits and Addenda thereto;
- b. Contractor's Bid dated _____, 2011;
- c. This Agreement and its Exhibits 1-18
- d. Notice of Award dated _____, 2011; and
- f. Notice to Proceed to be issued upon final execution by the parties hereto.

5. **REQUIRED STATUTORY TERMS AND CONDITIONS.**

This Agreement hereby incorporates by reference any and all provisions required by statute or other applicable law to be included within a contract bid by the Town of Acton pursuant to G.L. c. 30, § 39M. Without limitation, the following provisions of Massachusetts General Laws, Chapter 30 and Chapter 149 apply to this Agreement and are incorporated herein by reference:

- a. Chapter 30, Section 39A, requiring that the general or prime contractor shall provide sufficient security for payment of all rental or transportation charges for the hire or use of dump trucks upon such contract.
- b. Chapter 30, Section 39F(1)(subparagraphs a-h), governing method of payment to subcontractor, etc., which are attached hereto as Exhibit 1.
- c. Chapter 30, Section 39G, governing payment of sums due contractors after completion of certain public works contracts, attached hereto as Exhibit 2.
- d. Chapter 30, Section 39I, requiring that the Work required by the contract shall be in conformity with the plans and specifications.

- e. Chapter 30, Section 39J, regarding review of decisions involving questions arising under the contract.
- f. Chapter 30, Section 39K, governing method of payment to contractor, attached hereto as Exhibit 3.
- g. Chapter 30, Section 39L, governing work by foreign corporations.
- h. Chapter 30, Section 39M, governing contracts for public works generally.
- i. Chapter 30, Section 39N, regarding adjustment of contract price where site conditions differ substantially or materially from conditions indicated in plans or contract documents, attached hereto as Exhibit 4.
- j. Chapter 30, Section 39O, regarding suspension, delays, or interruptions of the Work, attached hereto as Exhibit 5.
- k. Chapter 149, Section 25, regarding employees' freedom to lodge, board and trade with whom they elect, attached hereto as Exhibit 6.
- l. Chapter 149, Section 26, regarding preference to veterans and citizens in public works; rates and wages.
- m. Chapter 149, Section 27, regarding list of jobs, classification, determination of rate of wages, schedule, etc. (See Exhibit F to Request for Bids for applicable Minimum Wage Rates.)
- n. Chapter 149, Sections 27A, 27B, and 27C regarding appeal from wage determination or classification of employment; records to be kept; and penalties for violation.
- o. Chapter 149, Section 34, regarding stipulation as to eight hour day, etc., attached hereto as Exhibit 7.
- p. Chapter 149, Section 34A, regarding stipulations as to the Contractors' provision of insurance for the payment of compensation and the furnishing of other benefits under G.L. c. 152, attached hereto as Exhibit 8.
- q. Chapter 149, Section 34B, requiring that the Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town, attached hereto as Exhibit 9.

In the event of any inconsistency between required statutory provisions and any other provisions of this Agreement, the statutory requirements shall control.

6. **CONTRACTOR WORK FOR THE PROJECT:**

- a. Contractor shall perform the Work under the terms and conditions in this Agreement and as required in the Plans and bid specifications for the project, including all specifications included in Exhibits 10 to 18. The Work includes, without limitation, all labor and materials, equipment, services and other items required to complete the project, except to the extent expressly indicated by the Request for Bids to be the responsibility of others.
- b. Contractor shall complete the Work to the satisfaction of the Town. If Contractor fails to carry out all of the Work in accordance with this Agreement, The Town will provide at least 3 business days' notice, oral or written, to Contractor of Contractor's failure. If Contractor does not immediately commence and correct such failure, with diligence and promptness (not to exceed 10 days), The Town may, without prejudice to any other right or remedy it may have, make good these deficiencies, deduct the cost to he Town from any payments retained or then or thereafter due to Contractor, and be reimbursed by Contractor for any costs incurred by the Town in excess of moneys then and thereafter due to Contractor.

7. **TERM**

The term of this Agreement begins on the date written above and ends on the Completion of the Work as defined in the Request for Bids, unless sooner terminated by the Town, for any reason or no reason, upon 10 days notice to Contractor.

8. **TOWN'S RESPONSIBILITIES**

- a. The Town shall grant access to the Site at all reasonable times to perform the Work.
- b. The Town shall accept the Work upon Completion.
- c. The Town will cooperate with Contractor in scheduling the Contractor's Work on the project to avoid conflicts or interference with other work that may be done on the Site.
- d. The Town will give instructions directly to the designated representative of Contractor, who shall be on the project Site at all times to supervise Contractor's performance, unless otherwise permitted by the Town.
- e. The Town will pay Contractor for its Work in accordance with Paragraph 16 of this Agreement.

9. **CONTRACTOR'S RESPONSIBILITIES:**

- a. Contractor shall cooperate with the Town in scheduling and performing Contractor's Work to avoid conflict, delay in or interference with the overall progress of the project at the Site. Contractor shall, if applicable, submit all drawings, samples, and similar submittals required by this Agreement with reasonable promptness and within any specified deadlines. Contractor shall furnish the Town with periodic written and/or oral progress reports on the Work as requested by the Town.
- b. Contractor shall perform all Work diligently and expeditiously, and consistent with Paragraphs 14-15 below. Contractor agrees that the Town will have the authority to reject work that does not conform to the requirements of this Agreement. Contractor shall pay for materials, equipment and labor used in connection with the performance of the Work and shall furnish evidence, satisfactory to the Town, verifying compliance with the Agreement's requirements.
- c. Contractor shall comply with all laws, ordinances, rules, regulations, decisions and orders of public authorities ("Laws") bearing on the performance of its Work under this Agreement, including without limitation, federal, state and local tax Laws, social security Laws, unemployment compensation Laws, environmental Laws, labor Laws, local building code or similar Laws and workers' compensation Laws insofar as applicable to the performance of its Work under this Agreement, the cost of which has been included by Contractor in its bid. Further, Contractor shall notify The Town of its compliance requirements.
- d. Unless otherwise expressly stated in this Agreement, Contractor shall secure and pay for all approvals, permits, fees, licenses and inspections necessary or appropriate for the proper execution and completion of its Work, the cost of which has been included by Contractor in its bid.
- e. Contractor shall take any and all reasonable and prudent safety precautions with respect to the performance of its Work and the prevention of injury to persons or damage to property; and shall (without limitation or effect on its own liabilities and responsibilities to ensure safety) comply with any safety measures requested by the Town and with applicable Laws for the safety of persons and property.
- f. Contractor shall keep the premises and surrounding area at the project Site free from accumulation of waste materials or rubbish caused by Work performed under this Agreement, and shall, upon completing its Work, leave the project Site in broom clean condition.
- g. Contractor shall maintain records as reasonably necessary to comply with this Agreement, G.L. c. 39, § 39R and any other applicable laws, and as may be

reasonably requested by the Town. The Town may gain access, at all reasonable times and upon reasonable notice, to Contractor to the records maintained by Contractor with respect to services performed or to be performed under this Agreement. If included as part of the Work, Contractor shall establish and maintain separate bank trust accounts for the protection and benefit of the Town.

10. **INDEMNIFICATION:**

To the fullest extent permitted by Law, Contractor shall indemnify, defend (with counsel acceptable to the Town) and hold harmless the Town, and its boards, commissions, officers, employees, agents, successors, and assigns, from and against any and all suits, claims, damages, costs, fines, penalties, and fees, including but not limited to reasonable legal fees and collection costs for successfully establishing the right to indemnification, arising out of, in connection with or resulting from Contractor's obligations, liabilities, performance, breach or failure to perform the Work under this Agreement, whether directly or by or through Contractor's subcontractors, anyone directly or indirectly employed by Contractor or Contractor's subcontractors. This indemnity is effective regardless of whether or not any claim, damage, loss or expense is caused in part by the party indemnified, but will not cover liability that results from the sole negligence or misconduct of the indemnified party.

This defense, indemnification and holding harmless by the Contractor shall include without limitation any and all damage to property or injury to or death of any person, including without limitation employees of the Contractor or its agents, servants or subcontractors. This indemnification is not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability acts, or other employee benefit acts. This indemnification agreement shall survive the expiration or termination of this Agreement.

11. **CHANGE ORDERS**

Except as otherwise provided in G.L. c. 30, § 39N, attached hereto as Exhibit 4 or any other applicable law, the Town may make changes in the Scope of Work by issuing written modifications, additions, deletions or other revisions. Upon receipt of a change order, Contractor, PRIOR to the commencement of any Work under that change order, shall submit in writing to the Town any material adjustments to the contract sum for approval by the Town, at the Town's discretion. No change order Work may be performed without approval and authorization from the Town. A flat combined rate of fifteen percent (15%) shall apply to the allowed markup for the Contractor's overhead and profit for any Work under a change order. The Town may elect to cancel this Agreement as it applies to such project and arrange for another contractor to provide such Work and change order if the Town and Contractor are unable to agree on change order costs. If such cancellation is made, the Town will pay Contractor for Work performed, consistent with job costing in the bid. If any Work is deleted from the Scope of Work under this Agreement by change order issued by the Town, then the Town is entitled to an appropriate credit against the final payment.

12. ARBITRATION

Any controversy between or among the Town and Contractor arising out of this Agreement will be settled by binding arbitration conducted at the office of the American Arbitration Association nearest to the location of the project described in the Agreement, in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

13. ASSIGNMENT, SUBCONTRACTING OR DELEGATION

- a. If Contractor subcontracts or delegates any Work to be performed in connection with this Agreement, the Awarding Authority reserves the right to approve same in advance, which approval may be granted or withheld in the Awarding Authority's discretion and Contractor shall provide any information and documents (including contracts and lien waivers) with respect to any third party that the Awarding Authority requests. If the Awarding Authority disapproves of any assignment, subcontracting or delegation, it will be null and void.
- b. Contractor shall require in writing that each subcontractor or delegee performing any Work under this Agreement be bound to the Contractor by the terms of this Agreement and will assume to Contractor all obligations for its part of the Work, including, without limitation, those as to insurance, which Contractor has assumed to The Town.
- c. The Town may assign this Agreement, to an assignee acceptable to the Town, as long as assignee assumes and also becomes responsible to Contractor for the performance of all of the terms and conditions to be performed by the Town under this Agreement.

14. WARRANTIES

- a. Contractor warrants to the Town that all materials and equipment furnished by Contractor related to this Agreement will be brand new and of first class quality, unless otherwise expressly required or permitted by the Town in writing; and that they are fit and appropriate for their function and use. Further, the workmanship performed shall be first class, free from defects, and diligently and timely performed under the requirements of this Agreement. Work not conforming to these requirements may, at the Town' election, be considered defective.
- b. Contractor warrants to the Town that it is a duly organized and validly existing corporation or partnership (as indicated above), that the performance of the Work required of it under this Agreement does not violate its organization documents and that the execution and delivery of this Agreement and the performance by

Contractor of all Work required of it hereunder has been duly authorized by all necessary legal action.

- c. All warranties (express or implied) available to the Town under this Agreement shall survive the expiration or termination of this Agreement and shall benefit the Town and any other party owning or managing or permitting The Town' occupancy or use of the project Site.

15. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor's Date of Commencement of Work is the day after Contractor's Receipt of Notice to Proceed unless otherwise stated therein. The Work, with the exception of seeding and loaming, shall be substantially completed no later than thirty (30) calendar days after the Date of Commencement for all Work. Seeding and loaming shall be completed by May 31, 2012. TIME IS OF THE ESSENCE for performance by Contractor under this Agreement.

16. CONTRACT SUM, PAYMENT, RETAINAGE, OFFSET

- a. The Town will pay Contractor for Work performed, the sum provided in the specific contract documents (the "Contract Sum"), which shall also be set forth in a purchase order. All payments will be made in accordance with the latest version of Massachusetts General Laws Chapter 30, Section 39G, attached hereto as Exhibit 2.
- b. A document entitled "Contractor's Receipt of Payment; Release and Waiver of Lien" as set forth in Exhibit H to the RFB shall accompany any Contractor invoice for payment under this Agreement. This fully executed release (Exhibit H) is a condition precedent to payment of any Contractor invoice.
- c. The Town will withhold 10% from the contract base price until completion of the seeding and loaming required by the Work.

17. INSURANCE

- a. Prior to providing any Work, Contractor shall procure and maintain, and shall cause all subcontractors to procure and maintain, insurance of the following types of coverage and limits of liability:
 - (1) Comprehensive General Liability (CGL") including products/completed operations, independent contractors and a "broad form" coverage endorsement that must include contractual liability and personal injury. The minimum limit is \$1,000,000 per occurrence for Bodily Injury and Property Damage on a combined single limit basis. General Liability Insurance shall include coverage for completed operations, contractual liability, and independent Contractor, X.C.U. liability.
 - (2) Workers' Compensation Insurance to the extent required by statute.

- (3) Automobile Bodily Injury and Property Damage limits of at least \$1,000,000.
 - (4) Employers' Liability Insurance of at least \$1,000,000.
 - (5) Statutory Disability Insurance if required in Massachusetts.
 - (6) All Risk Property Insurance to the full replacement value of any equipment used by Contractor that belongs to the Town (If Contractor will use its own equipment exclusively, this insurance is not needed. However, the Town's property insurance will not cover any tools, equipment, materials, supplies, temporary structures or other property owned or rented by the Contractor or Subcontractors which is not to be incorporated in the Work.).
- b. All coverages shall be primary (unless otherwise noted), shall be written on an occurrence basis and shall be maintained without interruption from the date of this Agreement until the date of termination of this Agreement.
 - c. Certificates of insurance acceptable to the Town shall be filed with the Town prior to commencement of Contractor's Work. The certificates and the insurance policies required by this Agreement shall not expire for at least one year from the date of issuance and shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless the Town has received at least 30 days prior written notice. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of this coverage shall be submitted with the final application for payment. The certificate of insurance and the insurance policies required hereunder shall name the Town of Acton, and its successors and assigns, as additional insureds with respect to all Work performed on behalf of the Town. The insuring company shall be reputable, admitted to do business in Massachusetts and have a rating by A.M. Best of at least A. VIII.
 - d. The Contractor shall, upon execution of this Agreement, furnish a performance bond and a labor and materials or payment bond, each of a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to Awarding Authority and each in the sum of the Contract Price (calculated for this purpose as the value of the bid as set forth on the Bid Form, Exhibit G (Total Price)), the premiums for which shall be paid for by the General Contractor and are included in the contract price.
 - e. The Contractor shall, upon execution of this Agreement, furnish a sufficient security conforming in all respects to General Laws Chapter 30, Sections 39A, for payment of all rental and transportation charges for the hire or use of dump trucks upon such contract, on a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to Awarding Authority

and in the sum of the Contract Price, the premiums for which shall be paid for by the General Contractor and are included in the contract price.

18. INTEGRATED CONTRACT

The Contract Documents listed in Paragraph 4 represent the entire and integrated agreement between the parties and supersede prior representations or agreements, whether oral or written.

19. TERMINATION

- a. The Town is entitled to immediately terminate this Agreement by written notice to Contractor upon the occurrence of any of the following events:
 - (i) Failure of Contractor to commence the Work as required by the contract documents.
 - (ii) Failure of Contractor to make prompt payments to its subcontractors, materialmen or laborers.
 - (iii) Failure of Contractor to employ an adequate amount or quality of personnel or equipment to complete the Work without undue delay.
 - (iv) Failure of Contractor to perform any of its obligations under this Agreement.
 - (v) Adjudication of Contractor as a bankrupt.
 - (vi) Any general assignment by Contractor for the benefit of its creditors.
 - (vii) Appointment of a receiver for Contractor on account of its insolvency.
 - (viii) Any other act of insolvency by or against Contractor.

- b. Upon any termination of Contractor by the Town, the Town may take possession of all materials, equipment, supplies and all other property purchased specifically for the performance of the Work, and to the extent permitted by law use all of this property to complete the Work in any manner the Town deems desirable, including, without limitation, engaging the services of other parties. The Town will reimburse the Contractor at Contractor's cost, for this material, equipment, supplies or other property, or credit these sums against moneys owed to the Town. If the cost to the Town for the completion of the Work exceeds the amount of the unpaid portion of the Contract Sum, Contractor shall pay the Town an amount equal to the excess.

20. INCONSISTENCY:

In the event of any inconsistency among the Contract Documents, the Plans shall prevail.

21. **NO WAIVER:**

Any waiver by the Town of any of Contractor's obligations under this Agreement is of no effect unless in writing and signed by the Town Manager. The failure of the Town to insist in any one or more instances upon strict performance of any of Contractor's obligations under this Agreement will not be construed as a waiver of the future performance of any obligation.

22. **CUMULATIVE REMEDIES**

All remedies provided in this Agreement are cumulative and not exclusive of each other or of any other remedy available at law or in equity.

23. **NOTICES**

Unless otherwise stated in this Agreement, all notices under this Agreement shall be given in writing by hand delivery, by first class certified or registered mail, return receipt requested, or by overnight mail, in a sealed envelope, postage prepaid, to be effective on the earlier of (a) the second day following placement in the mail or (b) actual physical delivery to the receiver's address. Notice shall be addressed as follows:

If to Contractor, then to Contractor at its address set forth above.

If to The Town: Steven L. Ledoux
Town Manager
Town Hall
472 Main Street
Acton MA 01720

with copy to: Stephen D. Anderson, Esq.
Anderson & Kreiger, LLP
1 Canal Park, Suite 200
Cambridge MA 02141

If to Contractor: _____

Either party may change the place for the giving of notice to it by like written notice to the other as provided above.

24. **RULES OF CONSTRUCTION**

Unless otherwise specified, the following rules of construction apply to the contract documents:

- a. Singular words include the plural and plural words include the singular.
- b. This Agreement has been initially prepared by the Town and reviewed by the Contractor and their professional advisors. This Agreement is the product of all of the efforts of the Town and Contractor and their separate advisors, and should not be interpreted in favor of either the Town or Contractor merely because of their respective efforts in preparing it.
- c. All captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions in this Agreement.
- d. The terms “include,” “including,” and “such as” are each to be construed as if followed by the phrase “without limitation.”

25. AMENDMENTS

No amendment to this Agreement is valid unless it is in writing and signed on behalf of the Town by the Town Manager.

26. FURTHER ASSURANCES

Contractor shall do or cause to be done, all actions and things necessary, proper, or advisable to effectuate and achieve the central purpose of this Agreement and the Work. All incidental work reasonably necessary to complete the Work shall be done by Contractor, without additional charge, notwithstanding that it may have been omitted from the description of the Work in the contract documents. If at any time after completion of Contractor's obligations under this Agreement any further action is necessary or desirable to carry out the purposes of this Agreement or the Work described in the contract documents, Contractor shall cooperate with the Town and shall take this further action, without additional charge.

27. GOVERNING LAW

This Agreement is governed by the Laws of the Commonwealth of Massachusetts.

28. INDEPENDENT CONTRACTORS

Contractor will perform the Work as an independent contractor of the Town, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between or among Contractor or the Town. Contractor will not represent itself to be an employee or agent of the Town and will not enter into any agreement on the Town's behalf of or in its name. Contractor will retain full control over the manner in which it performs the Work, and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Work. Contractor and its employees are not entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Town.

Contractor is responsible for payment of all taxes arising out of Contractor's business operations and performance of the Work.

29. NO THIRD PARTY RIGHTS

The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the parties herein set forth (or implied) is entitled to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off or other right upon, or otherwise inure to the benefit of any contractor, subcontractor, worker, supplier, insurer, surety, guest, member of the public, lender, or other third parties having dealings with either of the parties hereto or involved, in any manner in the performance of this Agreement.

30. SEVERABILITY

If any term or condition of this Agreement is held to be unenforceable, the remaining terms and conditions are binding upon the parties and are enforceable as though the unenforceable provision was not contained in this Agreement, except that if the invalid, illegal or unenforceable provision goes to the heart of this Agreement, the Agreement may be terminated by either party on 10 days prior written notice to the other party hereto.

31. SURVIVAL

All provisions of this Agreement that may reasonably be interpreted as surviving beyond the term of this Agreement, including without limitation those terms specifically identified in the Agreement, shall survive the expiration or termination of the term.

32. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which is an original.

33. OTHER CONTRACTS

In the event that the Contractor has entered into other agreements with the Town with respect to other projects, the provisions of those agreements shall not apply to the Work covered by this Agreement. The Contractor shall not be deemed to be a qualified contractor of the Town for purposes of any other projects by virtue of having entered into this Agreement or having performed the Work at the Site.

This Agreement is entered into as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals by their duly authorized officers on the date first above written.

WITNESS/ATTEST:

Town of Acton,
a Massachusetts Corporation

[SEAL]

BY: _____
Name: Steven L. Ledoux
Title: Town Manager

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,

COUNTY OF MIDDLESEX, ss:

I CERTIFY that on _____, 2011, _____ personally came before me, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged under oath that he/she:

- (a) is the Town Manager of the Town of Acton, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Town of Acton and
- (c) executed the instrument as the act of the Town of Acton.

Notary Public
My Commission Expires: _____

APPROVED AS TO FORM:
BY: _____
NAME: Anderson & Kreiger
TITLE: Town Counsel

CONTRACTOR

WITNESS/ATTEST:

Contractor: _____
a Massachusetts Corporation

BY _____
_____, President

[SEAL]

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,

COUNTY OF MIDDLESEX, ss:

I CERTIFY that on _____, 2011, _____ personally came before me, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged under oath that he/she:

- (a) is the President of _____ (the "Contractor") named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Contractor and
- (c) executed the instrument as the act of the Contractor.

Notary Public
My Commission Expires: _____