

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Kevin Coxall, Maintenance Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 8, 2017

**SUBJECT: CONTRACT EXTENSION
ON-CALL ELECTRICAL SERVICES**

In Fall of 2016, the Town of Natick entered into a contract with Lantern Lite & Electric for on-call electrical repair services for Town buildings. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$80.00/hr., with an estimated rate of 300 annual hours at Town buildings.

The current contract was procured and vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. We have reviewed market conditions and have determined that no firm would likely meet the rate received in the 2016 bid. In fact, the bid we received in 2016 was, by far, the lowest.

Lantern Lite & Electric has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Lantern Lite & Electric beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on November 2, 2017, and ending on November 1, 2018. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Lantern Lite & Electric. Please advise if you have any questions or require additional information.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

September 18, 2017

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: On Call Electrical Services Contract

NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Kingsley:

As you are aware, the Town of Natick, Massachusetts and Lantern Light & Electric are parties to a contract for on-call electrical services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date specified in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms. "

On September 18, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised both its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on November 1, 2018. This letter shall serve as notice to Lantern Light & Electric of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Jonathan H. Freedman, Chair

Susan G. Salamoff, Vice Chair

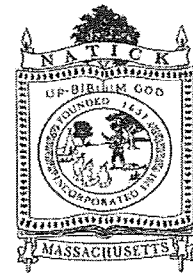
Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy K. Mistrot

cc. Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
James Kane, Director of Facilities
Kevin Coxall, Maintenance Manager
Arti P. Mehta, Comptroller
John P. Flynn, Esq.

Town of Natick
Massachusetts 01760
Home of Champions



Richard P. Jennett, Jr., Chair
Nicholas S. Mabardy, Vice Chair
Jonathan Freedman, Clerk
John J. Connolly
Susan G. Salamoff

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: November 4, 2016

RE: Award of Contracts

Please be advised that at their meeting of November 2, 2016, the Board of Selectmen voted to award the following contracts:

Springvale Well No. 4 Replacement Project o Maher Services, Inc. in the amount of \$127,305.00, funded by the Water Sewer Enterprise Fund.

On-Call Electrical Maintenance and Repair Services to Lantern Light & Electric, Inc. at a rate of \$80.00 per hour, assuming a total of 300 annual hours of work, for a one-year period with two one-year renewal options, funded by the Facilities Department Operating Budget.

cc: Jeremy Marsette, DPW
Jim Kane, Facilities
Ginny Cahill, Comptroller



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

November 29, 2016

Mr. John H. Kingsley, President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

RE: *ON-CALL ELECTRICAL SERVICES*

Dear Mr. Kingsley:

Please find enclosed a fully-executed form of contract. James Kane, Facilities Director, will be in contact to arrange commencement of any necessary work.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

Bryan R. Le Blanc

cc. William Chenard, Deputy Town Administrator – Operations
Virginia Cahill, Comptroller

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

This Contract is made this second day of November, 2016, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Lantern Light & Electric, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 11 Oakview Circle, Medway, MA 02053 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. **Scope of Services**

In consideration of the obligations herein contained, the Contractor shall provide services related to on-call electrical maintenance and repair services, as set forth in the Invitation for Bids for On-Call Electrical Maintenance and Repair Services in the Town of Natick, Massachusetts, issued by the Natick Board of Selectmen, which is incorporated herein by reference.

2. **Standard of Care**

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. **Term**

The term of this Contract shall commence as of the date specified in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. **Incorporation of the Invitation for Bids/Order of Priority of Contract Documents**

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

Fourth Priority: IFB
Fifth Priority: Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

hereof by the Contractor.

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability,

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

products/completed operations liability and broad form contractual liability.

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. The amount of such Performance Bond shall be calculated by multiplying the Contractor's hourly rate bid by the historical number of hours in a contract year, which is three hundred (300) hours.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. The amount of such Labor and Materials Payment Bond shall be calculated by multiplying the Contractor's hourly rate bid by the historical number of hours in a contract year, which is three hundred (300) hours.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: President
Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

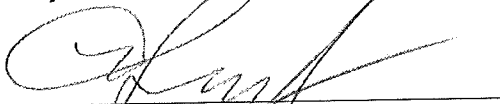
Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

The Town of Natick, Massachusetts

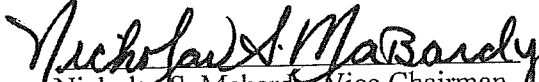
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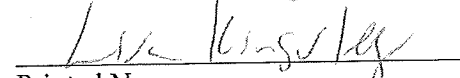
by: the Natick Board of Selectmen


by:

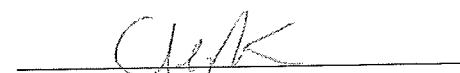

Richard P. Jennett, Jr., Chairman

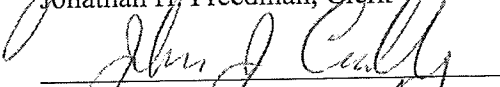

Signature

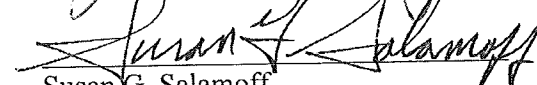

Nicholas S. Mabardy, Vice Chairman


Printed Name


Jonathan H. Freedman, Clerk


Printed Title


John J. Connolly

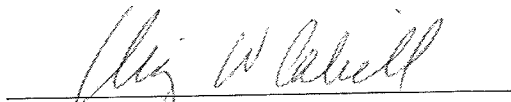

Susan G. Salamoff

Dated: _____

Dated: 11-11-16

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.


Virginia W. Cahill
Comptroller, Town of Natick

Dated: 11/23/16

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:


John P. Flynn, Esq.

Dated: November 22, 2016

Town of Natick, Massachusetts
Contract for On-Call Electrical Maintenance and Repair Services

CERTIFICATE OF VOTE

I, Lisa Kingley, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Clerk of
Lantern Light & Electric, Inc. (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 11 20 10, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Lisa Kingley
Clerk;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 11 day of November, 2010 and has not been changed or modified in any respect.

Lisa Kingley
Signature

Lisa Kingley
Printed Name

Clerk
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for electrical maintenance and repair services in the Town of Natick, Massachusetts.

Printed Name of Bidder:

Lantern Light + Electric, Inc.

Address: 11 Oakview Circle

Medway, MA 02053

The Bidder hereby pledges to deliver the scope of services required for the Main Bid Work, at the flat hourly rate noted below. The Town will not provide extra for holidays and overtime or vacation work.

Total Hourly Rate in Words: Eighty Dollars

Total Hourly Rate in Numbers: \$ 80.00

Bidder acknowledges addenda nos. _____

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a

- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest overall hourly rate to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The amount of such Performance Bond shall be calculated by multiplying the Bidder's Hourly Rate Bid times the historical number of hours in a contract year (which is three hundred (300) hours). The amount of such Labor and Materials Payment Bond shall be calculated by

State of Incorporation MA

Principal Place of Business 11 Oakview Circle
Medway, MA 02053

Telephone Number 508-533-2412

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

11 Oakview Circle
Medway, MA 02053

Telephone Number 508-533-2412

Full Legal Name of Surety Company

Western Surety Company

Principal Place of Business of Surety Company

101 South Reid St., Suite 300
Sionx Falls, SD 57103

Telephone Number 605-331-6053

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

no physical address

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

Lantern Light & Electric Inc.
Name of Bidder

11 Oakview Circle
Address of Bidder

Medway, MA 02053
508-533-2412
Telephone Number

By: Lisa Kingley
(Signature)

Lisa Kingley
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakview Circle
Address of Bidder

Medway, MA 02053

508-533-2412
Telephone Number

By: [Signature]
(Signature)

Lisa King
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakview Circle
Address of Bidder

Medway, MA 02053
508-533-2412
Telephone Number

By: Lisa King
(Signature)

Lisa King
Printed Name

Clerk
Printed Title

10-10-16
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Lantern Light + Electric, Inc.
Name of Bidder

11 Oakwood Circle
Address of Bidder

Medway MA 02053
508-533-2412
Telephone Number

By: [Signature]
(Signature)

Lisa Kingley
Printed Name

Clerk
Printed Title

10-10-16
Date



Western Surety Company

BID BOND
(Percentage)

Bond Number: 62942822

KNOW ALL PERSONS BY THESE PRESENTS, That we Lantern Light & Electric, Inc.
_____ of
11 Oakview Cir., Medway, MA 02053, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto Town of Natick
of 75 West St., Natick, MA 01760
hereinafter referred to as the Oblige, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
On Call Electrical Maintenance and Repair Services in The Town of Natick

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of October, 2016.

Lantern Light & Electric, Inc.
(Principal)
By _____ (Seal)

Western Surety Company
(Surety)
By James J. Bromage (Seal)
Attorney-In-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62942822

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint James J. Bromage

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lantern Light & Electric, Inc.

Obligee: Town of Natick

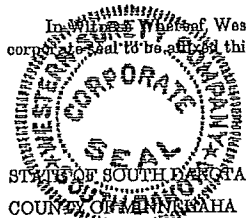
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 15, 2017, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of October, 2016.

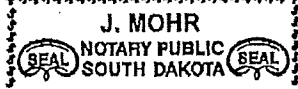


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 17th day of October, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of October, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CORMACK-ROUTHIER AGENCY, INC.
INSURANCE and BONDS

ONE HARRY STREET
CRANSTON, RI 02907

TEL: (401) 944-9400
FAX: (401) 944-7360

Monday, October 17, 2016

**Town of Natick
75 West Street
Natick, MA 01760**

RE: Lantern Light & Electric Inc., 11 Oakview Circle, Medway, MA 02053

Project: On Call Electrical Maintenance & Repair

To Whom It May Concern:

It has been the privilege of Western Surety Company to provide surety bonds for Lantern Light and Electric, Inc. for over four years. Their bonding capacity is single job limit of \$350,000 and total bonding capacity of \$350,000.

On behalf of Lantern Light & Electric, Inc., Western Surety Company is prepared to issue performance and payment bonds in the amount equal to or greater than One Hundred Percent (100%) of the estimated construction cost for the captioned project.

Please note that the decision to issue performance and payment bonds is a matter between Lantern Light & Electric, Inc. and Western Surety Company, and will be subject to their standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

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

Sincerely,

Cormack Routhier Agency, Inc.



James J. Bromage
Vice President

Appendix 1
Town of Natick
Bid Form

- A. Lantern Light & Electric, Inc. has been in business since 1990. From 1990 to 2000 we were known as J. H. Kingsley Electrical. In 2000 we incorporated to change the name of the business, thereunto known as Lantern Light & Electric, Inc. We have never had a lawsuit filed against us.
- B. Attached are copies of all electrical licenses held by the business, and by key personnel. Our apprentice does not hold an electrical license yet, but does have his OSHA certification.
- C. Compliant.
- D. Compliant.
- E. Insurance certificate attached.
- F. Contact information and completed and current projects attached.
- G. We have never defaulted on a project.
- H. Our permanent address is: 11 Oakview Circle, Medway, MA 02053 where we maintain an office.
- I. Resumes of key personnel attached. We maintained the Natick Public Schools for many years with our 2 main electricians, and when needed added personnel to deliver every request on time. We are a member of the IBEW, Local 103, and have access to help as necessary. We comply with all prevailing wage rate laws in the State of Massachusetts as such. Equipment list attached.
- J. We run a financially sound company. We will provide our financial statement upon award. We perform numerous public projects and are DCAM certified and that has already vetted our financial capability to bid and run successfully complete projects.
- K. Letter of Good Standing attached.
- L. We have never failed to perform satisfactorily on Contracts of a similar nature.
- M. We are a member of the IBEW, Local 103 and as such only employ the highest educationally trained and skilled electricians.
- N. Compliant.
- O. OSHA certification cards attached.
- P. Compliant.

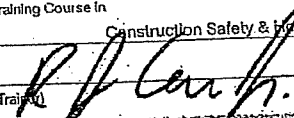
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE AS A
REG. JOURNEYMAN ELECTRICIAN
JOHN H KINGSLEY
11 OAKVIEW CIR
MEDWAY, MA 02053-1317
33524 07/31/2019 116815
LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

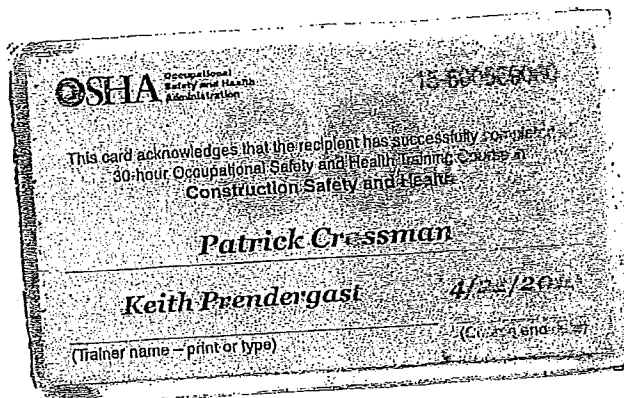
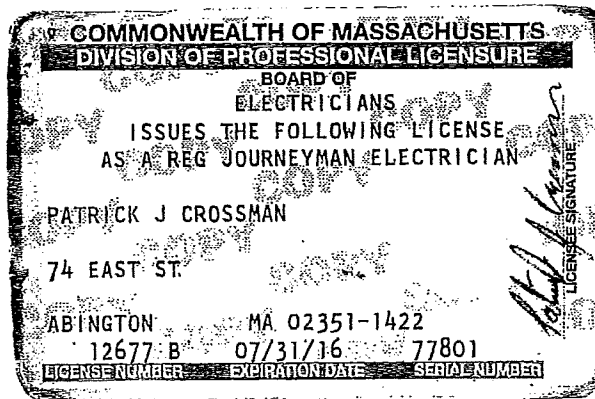
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
ELECTRICIANS
ISSUES THE FOLLOWING LICENSE AS A
REGISTERED MASTER ELECTRICIAN
JOHN KINGSLEY
LANTERN LIGHT & ELECTRIC INC
11 OAKVIEW CIR
MEDWAY, MA 02053-1317
17171 07/31/2019 121381
LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

OSHA 000161586 

U.S. Department of Labor
Occupational Safety and Health Administration
KINGSLEY, JOHN

has successfully completed a 10-hour Occupational Safety and Health
Training Course in
Construction Safety & Health

 3/29/07
(Trainee) (Date)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2016

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

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

PRODUCER
Fair & Yeager Insurance
10 Main Street

Natick MA 01760

INSURED
Lantern Light & Electric, Inc.
11 Oakview Circle

Medway MA 02053

CONTACT NAME: Sara Levesque
PHONE (A/C, No, Ext): (508) 653-3131 FAX (A/C, No): (508) 651-0129
E-MAIL: slevesque@fyins.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty of America	19046
INSURER B: Safety Indemnity	33618
INSURER C: Travelers Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL165906420

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680-7238519A	3/19/2016	3/19/2017	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS		1612156	11/6/2015	11/6/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ 250,000
						BODILY INJURY (Per accident) \$ 500,000
						PROPERTY DAMAGE (Per accident) \$ 100,000
						Medical payments \$ 5,000
C	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	5/8/2016	5/8/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		0B0560Y894			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to policy terms, forms, and conditions.

CERTIFICATE HOLDER

Town of Natick
75 West Street
Natick, MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Arthur Fair III/MHK

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ACORD 25 (2010/05)
INS025 (2010/05) 01

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REFERENCES
CURRENT PROJECTS
COMPLETED PROJECTS

Lantern Light & Electric, Inc.
11 Oakview Circle
Medway, MA 02053

Town of Medway, 155 Village Street, Medway, MA 02053
Dave D'Amico, 508-533-3275
7 Years, CURRENT PROJECT

Town of Wrentham, 360 Taunton Street, Wrentham, MA 02093
Mike Lavin, 508-384-5477
2 Years, CURRENT PROJECT

Medfield Public Schools, 459 Main Street, Medfield, MA 02052
Al Peterson, 508-359-4798
3 Years, COMPLETED PROJECT

Town of Wakefield, 1 Lafayette Street, Wakefield, MA 01880,
Chris Pierce, 781-246-6301
1 year, CURRENT PROJECT

Town of Wellesley, 30 Municipal Way, Wellesley, MA 02481
Doug Stewart, 781-235-7600
3 Years, COMPLETED PROJECT

Natick Public Schools, 13 East Central Street, Natick, MA 01760
Bob Graham, 508-647-6500
4 years, COMPLETED PROJECT

Milford National Bank, 300 East Main Street, Milford, MA 01757
Peter Mazzini, 508-634-4100, CURRENT PROJECT

Trustees of the Reservation, 572 Essex Street, Beverly, MA 01915,
Chris Bradley, 978-921-1944, 1 year, CURRENT PROJECT

Russco, Inc., 565 Commerce Drive, Suite 2, Fall River, MA 02720
Jeff Bailey, 508-717-9630, COMPLETED PROJECTS:

CHAMPS, Boston, MA 6/2015, SEPHORA, Boston, MA 2/2015, HOLLISTER, Natick, MA 10/2014

John H. Kingsley
11 Oakview Circle
Medway, MA 02053
508-533-2412
lanternlite@verizon.net

Owner:

Lantern Light & Electric, Inc., 2000

J.H. Kingsley Electrical, 1990 (name change due to incorporating business)

Objective:

To continue to operate Lantern Light & Electric, Inc. in an upstanding, ethical, professional manner, have a work environment that is cost effective to my customers, deliver only the highest quality workmanship available. Provide employees with the safest working environment possible.

Education:

Natick High School, 1983, High School Diploma

National Joint Apprentice Training Committee – 1989, Apprentice

National Joint Apprentice Training Committee – 1989, Journeyman Wireman

Joint Apprentice Training Committee for the Electrical Contracting Industry of Greater Boston – 1993 – Estimating

Joint Apprentice Training Committee for the Electrical Contracting Industry of Greater Boston – 1994 – Security

Certifications & Licenses:

Commonwealth of Massachusetts, 1991, Master Electrician, 17171 A

Commonwealth of Massachusetts, 1989, Journeyman Electrician, 33524 E

OSHA certified – 2003

MA Construction Supervisor license – 2013, CS105747

CORI background check – zero failure rate

Professional Affiliations:

IBEW, Local 103, Boston, Massachusetts – member in good standing since 1985

Professional Experience:

Owner of Lantern Light & Electric, Inc., 1990- Present

Oversee employee safety procedures, productivity, efficiency, and quality. Purchasing inventory; estimating projects; coordinating project schedules with Project Owners and Managers; diligent and detailed oriented professional with experience in commercial, industrial, and residential electrical. Proven ability to complete large projects within budget and timeframe. Ensuring all safety guidelines are adhered to. Dedicated and dependable individual who instills this work ethic into his employees.

Areas of expertise include: blueprint interpretation, estimating, contract documents, public work, all low voltage electrical wiring, troubleshooting and repair, tenant upfits, school maintenance contracts, town building maintenance contracts, fire alarm, switch gear, disconnects, control wiring.

Patrick J. Crossman
74 East Street
Abington, MA 02351

Education:

Quincy High School- 1999, High School Diploma
National Joint Apprentice Training Committee – 2007 Journeyman Electrician graduate

Professional Affiliations:

Member of IBEW, Local 103, member in good standing since 2003

Certifications:

OSHA 30 certification – 2010
Drug and CORI testing – 100% no fail history

Skills:

Journeyman Electrician:

Qualified in troubleshooting and repairing electrical panels, breakers, feeders, coils, and, relays; able to perform general maintenance electrical work to tenant upfits and remodels, along with new construction; fire alarm; commercial, industrial, and residential electrical skills; review blueprints; all aspects of low voltage electrical work.

Manages and trains employees on work sites.

Professional and respectful of the environment working in. Clean cut appearance maintained.

MA Journeyman Electrician license #12677 B

Employment :

Lantern Light & Electric, Inc., 2007- Present
General Foreman

Lantern Light & Electric, Inc.

Equipment List

2004 F250

2012 E250

2012 F150



MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204-7044
CONTACT CENTER
(617) 887-6367

Letter ID: L1164420096
Notice Date: October 14, 2016
Case ID: 0-000-150-620

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LANTERN LIGHT & ELECTRIC INC
11 OAKVIEW CIR
MEDWAY MA 02053-1317

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LANTERN LIGHT & ELECTRIC INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file most business tax returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Charlene Hannaford
Acting Deputy Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2016

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

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

PRODUCER Fair & Yeager Insurance 10 Main Street Natick MA 01760		CONTACT NAME: Sara Levesque PHONE (A/C, No, Ext): (508) 653-3131 FAX (A/C, No): (508) 651-0129 E-MAIL ADDRESS: slevesque@fyins.com																						
INSURED Lantern Light & Electric, Inc. 11 Oakview Circle Medway MA 02053		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Casualty of America</td><td>19046</td></tr><tr><td>INSURER B:</td><td>Safety Indemnity</td><td>33618</td></tr><tr><td>INSURER C:</td><td>Travelers Insurance</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty of America	19046	INSURER B:	Safety Indemnity	33618	INSURER C:	Travelers Insurance		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: 2016 revised Certificate REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			680-7E38519A	3/19/2016	3/19/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			1612156	11/6/2016	11/6/2017	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP 007H438100	10/19/2016	3/19/2017	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 5,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0560Y894	5/8/2016	5/8/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to policy terms, forms, and conditions. The Town of Natick is named as Additional Insured per written contract on the General Liability, Auto Liability policy for the operations performed on their behalf by the named insured Umbrella is a follow form

CERTIFICATE HOLDER

Natick, Town of
75 West Street
Natick, MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Arthur Fair III/SARA



Western Surety Company

PAYMENT BOND ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 62949653

KNOW ALL MEN BY THESE PRESENTS, That we, Lantern Light & Electric, Inc.

of Medway, Massachusetts (hereinafter called the Principal), and
Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto Town of Natick
(hereinafter called the Oblige), in the full and just sum of Twenty-Four Thousand and 00/100
Dollars (\$ 24,000.00),
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned
Obligee dated _____ to _____ for a period of _____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of said contract for a period
of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in
accordance with applicable Statutes, promptly make payment to all persons supply labor and material in the
prosecution of the work provided for in said contract, and any and all duly authorized modifications of said
contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to
be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 3, 2016 and ending 11/01/2017.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against
the Surety on this instrument unless same be brought or instituted and process served upon the Surety
within six months after the completion of the contract.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate
executed by the Surety.

Signed and sealed this 3rd day of November, 2016.

Lantern Light & Electric, Inc.

Western Surety Company

By: Liz Kingery

By: JAMES J BROMAGE
Attorney-in-Fact



1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3. The third part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

PERFORMANCE BOND
Form to be Used When Bonding Only One Year
of a Multi-Year Contract
(Page 1 of 2)

Bond No. 62949653

KNOW ALL MEN BY THESE PRESENTS: That, Lantern Light & Electric, Inc.

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Massachusetts

(hereinafter called Surety), as Surety, are held and firmly bound unto

Town of Natick

(hereinafter called the Obligee), as Obligee, in the full and just sum of Twenty-Four Thousand and

00/100 Dollars (\$ \$24,000.00),
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and
each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above
mentioned Obligee dated _____ for On Call Electrical Maintenance
and Repair Services in The Town of Natick

for a period of 3 years which contract is hereby referred to and made a part hereof as fully and
to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract **for a
period of only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

... ..

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 3, 2016 and ending November 1, 2017.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligor for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligor recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this 3rd day of November, 2016.

Lantern Light & Electric, Inc.

(Principal)

By: Lee Knapp

Western Surety Company

(Surety)

By: [Signature]

JAMES J. BROMAGE

, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62949653

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JAMES J BROMAGE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lantern Light & Electric, Inc.

Obligee: Town of Natick

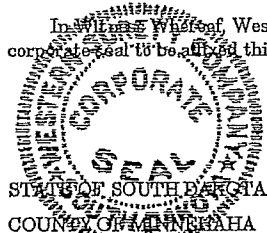
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 1, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of November, 2016.

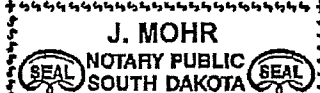


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 3rd day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

