

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Arthur Goodhind, Supervisor, Land Facilities Natural Resources Division

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 25, 2017

SUBJECT: CONTRACT AWARD
JV Soccer Field Irrigation System Installation

On September 19, 2017, responses/quotes were received in response to the Town of Natick's Request for Responses/Quotes for Installation of an Irrigation System at the JV Soccer Field. Responses/Quotes were received from two responders/quoting parties. (See attached.)

The lowest Response/Quote, in the amount of \$19,500.00, was received from Irrigation by H2O. After reviewing references and background, it has been determined that Irrigation by H2O is a responsible and responsive Responding/Quoting party.

We recommend that the Natick Board of Selectmen award the contract to Irrigation by H2O for the amount of its Response/Quote.

Please advise if you have any questions or require additional information.

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| Responses/Quotes Received: | 09/19/17 |
| Newspaper Advertisement: | 08/30/17 |
| (<u>MetroWest Daily News</u>) | |
| Website/Town Hall Posting: | 08/21/17 |
| Central Register Publication: | 08/30/17 |
| COMMBUYS Posting: | 08/21/17 |

Funding information: Capital Account for FY2018 Field Renovations. 508012 584000 (\$19,500.00) – Article 13, Item 12 – Natick Spring Town Meeting (\$175,000 total appropriation.)

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – JV Field Irrigation

Date: September 20, 2017

In August 2017, I received a procurement request for installation of an irrigation system at the junior varsity soccer field in the Town of Natick.

The requisite statutory reference governing this maintenance service for a public work is M.G.L. c. 30, §39M, which provides, in relevant part, as follows:

...Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response...

This is now known as the “quote plus public notification” process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

WRITTEN PURCHASE DESCRIPTION:

The Town’s LFNR provided me with a written purchase description, which was incorporated into the Request for Responses/Request for Quotes:

It provided as follows:

BACKGROUND

The Town solicits written Responses from qualified firms or individuals for installation of an irrigation system at the junior varsity field in the Town of Natick.

A Description of Desired Goods and Services

Natick - West Street Soccer Field Project Specifications

General Conditions

All work shall meet or exceed all labor codes.

Responders shall:

- Review all relevant Construction Documents (including referenced Drawings and Specifications, as well as overall Contract Construction Documents) prior to submitting a Response.*
- Review existing conditions on site before submitting a Response. Extra time or compensation due to actual conditions being inconsistent with those assumed, except those conditions described in General Contract Terms and Conditions, shall not be granted, except as provided for by law.*
- Review and coordinate work with General Contractor and all underground utilities prior to commencement of Work.*
- Comply with all ordinances and regulations of authorities having jurisdiction.*
- Obtain and pay for any and all permits, tests and certifications required for Work.*
- Furnish copies of permits, certifications and approval notices to Owner's representative prior to requesting payment.*
- Each response shall include any charges by local water department, utility company, or other fees.*
- Qualifications submissions required with the response.*
- Irrigation system installers shall have minimum five (5) years of experience with Work described in Construction Documents*
- Irrigation system installers shall submit minimum three (3) references verifying similar Work described in Construction Documents including:*
 - Contact Person Name, Role, and Project*
 - Telephone Number and/or E-Mail Address.*

Irrigation System Work

- Irrigation system work entails, but is not limited to, the installation of a complete irrigation system, including mainline piping, wiring, valve installation, lateral line installation, sprinkler installation and electrical testing of valve solenoids.*
- The Successful Responder shall provide all materials, labor, installation equipment, and technical service to complete work for automatic landscape irrigation system per Construction Documents, consisting of project Drawings and Specifications.*

- *The Successful Responder shall provide all trenching, bedding material, backfilling, compaction, and landscape repair for all in-ground irrigation system components.*
- *The Successful Responder shall provide all testing and final adjustment of completed irrigation system.*
- *The Successful Responder shall provide Operations & Maintenance Manuals.*
- *Drawings and Specifications comprise Construction Documents intended to convey design intent. The Successful Responder shall provide and shall install all products and materials to meet design intent conveyed by Construction Documents, irrespective of whether they are specifically outlined in the documents. Apparent discrepancies or questions of intent shall be directed in writing to Owner's Representative for final, conclusive and binding decision.*
- *Installation work shall be performed in efficiently, timely, and completely toward full design intent of Construction Documents.*

Guarantees

- *The Successful Responder shall guarantee entire irrigation system, parts and labor, for one (1) year from official written date of acceptance by Owner's Representative. Written warranty showing date of completion and period of warranty shall be provided to the Owner at completion.*
- *System malfunctions occurring during guarantee period due to defective materials, poor workmanship, or improper adjustment shall be corrected to satisfaction of Owner's Representative at no additional expense to Owner.*
- *First-year spring start-up and winterization shall be included in system guarantee.*
- *The Successful Responder shall obtain standard written manufacturer warranty of all products and materials provided where such warranties are offered in published product data. The Successful Responder shall include these warranties in the Operations & Maintenance Manual provided to the Town.*

Applicable Standards and Codes

Work shall comply with applicable requirements and accepted practice as established in recognized standards and codes published by following bodies (capitalized abbreviations used through Specifications):

- *American Society for Testing and Materials (ASTM)*
- *National Standard Plumbing Code (NSPC)*
- *National Electric Code (NEC)*
- *National Sanitary Foundation (NSF)*
- *Underwriters Laboratories, Inc. (UL)*
- *Occupational Safety and Health Administration (OSHA)*

Submittals

- *Prior to commencement of work, the Successful Responder shall provide electronic copies of specification sheets and catalog cuts on all product proposed for installation as described in Specifications to Owner's Representative for approval.*
- *Work shall not commence until all products specified are submitted and approved by Owner's Representative. Work shall commence only after written notification from Owner's Representative.*

Substitute Product Submittals

- *The Successful Responder shall provide specified product submittals "or approved equal", in which case, submit substitution product submittal to Owner's Representative for approval.*
- *Certain manufacturer names and model numbers are used throughout Specifications, denoting a standard.*
- *Alternate products are acceptable when products of equal or better quality and performance are submitted and approved by the Owner.*
- *Substitute product submittals constitutes representation that:*
- *Substitute products have been thoroughly investigated and have been determined to be equal or superior in all respects to that specified.*
- *Substitute products shall provide same warranties as specified products.*
- *Substitute products are compatible with interfacing items.*
- *Responsibility has transferred to system installer to coordinate substitute product and to make all subsequent changes required in other elements of work.*
- *All product installed shall be new, without flaws or defects, and of quality and performance as specified and meeting requirements of system.*

On-Site Management and Installation

- *The Successful Responder shall store and shall handle all products and materials in compliance with manufacturer instructions and recommendations.*
- *The Successful Responder shall protect the site from all possible damage from other trades, while staged for installation, and during installation.*
- *The Successful Responder shall minimize on-site storage where possible. The Successful Responder shall coordinate with site supervisor for storage options.*
- *All material overages at installation completion shall be removed from site.*
- *The Successful Responder shall coordinate work closely with Owner's Representative to expeditiously install system.*
- *Written (electronic form is acceptable) notifications shall be given to Owner's Representative prior to work commencement, regularly for progress report, proposed changes to proposed system design, and upon system installation completion.*
- *The Successful Responder shall coordinate with and inform all hired subcontractors of site parameters and design intentions.*
- *The Successful Responder shall adhere to all security and check-in procedures with on-site project supervisor.*
- *The Successful Responder shall assume responsibility and compensate Owner for all damage to other work caused by irrigation system work, workers, or subcontractors. Repairing of such damage shall be done by personnel as directed by Owner's Representative.*

- *Where applicable, the Successful Responder shall notify all municipal departments and utilities as to time and location of any work affecting those entities. The Successful Responder shall cooperate and shall coordinate in protecting or repairing such infrastructure.*
- *The Successful Responder shall provide and shall install temporary support, adequate protection, and maintenance of all structures, drains, sewers, and other obstructions encountered. Where grade or alignment is obstructed, obstruction shall be permanently supported, relocated, removed or reconstructed as directed by Owner's Representative.*

Water Source

The water source for the property is an existing irrigation mainline. A 2 ½" SDR 21 Class 200 PVC supply shall be developed to expand the system

General Irrigation Materials

All Materials to be incorporated into the system should be new and without flaws or defects and of the quality specified.

Mainline Fittings

Fittings for PVC pipe shall be Schedule 40, solvent weld PVC fittings. Connections from PVC mainline to electrically controlled valves shall be schedule 80 threaded fittings

Valves

Electrically controlled valves with flow control shall be used and sized based on total zone flow.

Valve boxes

Valve boxes for isolation valves or quick coupling valves shall be in ten (10) inch round valve boxes. Valve boxes for zone valves and drip control valves shall be twelve (12) inch standard valve boxes.

Lateral Pipe Sizing

All lateral pipe shall be SDR 21 Class 200 PVC piping sized to provide adequate water while maintaining velocities below five (5) feet per second.

Lateral Pipe Fittings

Fittings for PVC pipe shall be Schedule 40, solvent weld PVC fittings.

Swing Joints

All rotary sprinkler types shall be connected to the lateral pipe through a ¾" or 1" PVC Schedule 80 swing joint sized to match the inlet size of the sprinkler.

Excavation and Piping Installation

With a trencher, excavate straight (vertical) and true trench two (2) inches below the pipe invert. Pipe shall be laid on undisturbed trench bottom provided suitable base is available, so that no rocks larger than one (1) inch or rocks with sharp edges are in contact with the pipe. Otherwise, the Successful Responder shall excavate to two (2) inches below the pipe invert and shall install sand or a crushed stone base. The Successful Responder shall backfill the first ten (10) inches with soil containing no foreign material or debris, no rocks larger than one (1) inch in diameter and/or no frozen material. The Successful Responder shall carefully place material around pipe and wire and tamp in place. Remaining Backfill shall be

placed in maximum six (6)-inch lifts and tamped to compaction with mechanical equipment to match adjacent grades without hills or depressions and repair settling (as required by the one (1)-year Guarantee). Pipe pulling is acceptable where soils are suitable and specified depth of bury can be maintained.

The Successful Responder shall prevent foreign material from entering pipe during installation by closing open ends of pipe with a watertight plug or seal when not in use. No additional piping may be installed or backfilled when water enters the trench during pipe installation and may not resume until all water is removed from trench.

The Successful Responder shall provide a six (6)-inch minimum clearance between irrigation lines and lines of other trades. The Successful Responder shall not install sprinkler lines directly above another line of any kind. The Successful Responder shall maintain a one (1)-inch minimum between lines which cross at angles of forty-five (45) to ninety (90) degrees. The Successful Responder shall exercise care when excavating, trenching and working near existing utilities.

Sprinklers

- Medium Rotary Sprinklers (twenty-eight (28) to forty-five (45)-foot radius) are used primarily for medium to large sized turf areas. All sprinklers shall be outfitted specifically with nozzles to develop a matched precipitation rate across the zone, include a check valve, installed flush to grade and have a pop-up height of six (6) inches or greater to avoid seed disturbance close to the head. The Successful Responder shall ensure that pressure out of the nozzle cannot exceed fifty-five (55) pounds of pressure.*
- Large Rotary Sprinklers (forty-five (45)-foot radius and greater) are used primarily for large sized turf areas. All sprinklers will be outfitted specifically with nozzles to develop a matched precipitation rate across the zone, include a check valve, installed flush to grade and have a pop-up height of four (4) inches or greater. Pressure out of the nozzle cannot vary by the greater of ten percent (10%) or five (5) psi.*

Pre-Acceptance Adjustments

- The Successful Responder shall install all pipe and sprinklers and equipment, except sprinkler internals. Only after flushing phase shall open electric zone valves and shall flush out irrigation system under a full head of water. The Successful Responder shall flush caps, and nozzles be installed only after flushing internals.*
- The Successful Responder shall flush the entire irrigation system after complete installation. All clogged nozzles shall be remedied from thirty (30) days after completion of irrigation system.*
- The Successful Responder shall test all pipe and valves for leaks at operating pressure. The Successful Responder shall repair all leaks and retest until leaks are remedied.*
- The Successful Responder shall perform a coverage test with Owner's Representative present. The Successful Responder shall notify Owner's Representative at least seven (7) days in advance of scheduled coverage test. Coverage shall be to the satisfaction of Owner's Representative. The Successful Responder shall readjust sprinkler nozzles and locations as directed to attain proper coverage.*
- Electric Zone Valves shall be operated for five (5) minutes, during which heads and patterns are acceptable for consistency. Any irrigation equipment that does not meet manufacturer standards shall be rejected, replaced, and retested until standards are met.*
- All testing shall be included in Contract price.*
- After testing, the Successful Responder shall clean all equipment completely of pipe cuttings, oils, grease, and dirt accumulated during installation.*
- The Successful Responder shall adjust sprinkler heads to grade so as not to interfere with mowing and landscaping.*

- *Throughout guarantee period, the Successful Responder shall continually adjust sprinklers and coverage as necessary by settlement and operations.*

Site Cleanup

- *After installation and adjustment for coverage, leaks, operation, etc., the Successful Responder shall remove all unused materials and equipment from project site safely and efficiently. The Successful Responder shall dispose of all unused materials, including construction debris and general trash, in full compliance with all federal, state, and local laws, rules, codes, and regulations.*
- *The Successful Responder shall adjust ground, compact, and re-plant around irrigation sprinkler heads as necessary to ensure proper angle and elevation.*
- *The Successful Responder shall fill all depressions, erosion rills, tire tracks, etc. with proper planting soil mix to ensure proper site drainage.*

Final Acceptance

Final Owner Acceptance of Irrigation System is predicated on:

- *Complete system installation, adjustment, testing, and instructional overview.*
- *Submission of Operation and Maintenance Manuals to Owner's Representative.*
- *Automatic Irrigation Controller properly programmed.*
- *Punchlist items are completed and approved by Owner's Representative.*

Owner and/or Owner's Representative shall provide written notice (hard copy and/or electronic) for Final Acceptance. Date of Final Acceptance notice shall serve as start of the one (1)-year Guarantee as described above.

A drawing is attached hereto and incorporated herein by reference. Responders shall refer to and review this drawing prior to submitting a Response.

B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price.

Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. Successful Responding Party's Personnel

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.

2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for irrigation system installation at the junior varsity soccer field in the Town of Natick. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 30, 2017. Responses will be received until 11:00 A.M. local time, September 19, 2017, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be publicly opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening.

Notice was posted as follows:

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| Central Register: | 8/30/17 |
| COMMBUYS: | 8/21/17 |
| Town Hall: | 8/21/17 |
| Website: | 8/21/17 |
| Metrowest Daily News: | 8/30/17. |

Responses were due no later than 11:00 A.M. local time on September 19, 2017.

SOLICITED FIRMS:

On Wednesday, August 30, 2017, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. Firms solicited for written quotes, at the emails shown below, at the suggestion of LFNR Superintendent Arthur Goodhind, were:

1. Smart Water Management, 10 Maple Street, Hopkinton MA 01748 (508)-768-5714
Email: kyle@smart-water-management.com.
2. H2O Irrigation, 21 Marion Drive, Kingston MA 02332 (508)-299-8116
Email: service@h2o-irrigation.com
3. Mariani Corporation, 170 Rose Hill Way, Waltham MA 02453 (781)-642-0811
Email: VIA REGULAR MAIL, FIRST CLASS, USPS – 08/30/17.

Quotes were ultimately due no later than 11:00 A.M. local time on September 19, 2017.

DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On Tuesday, September 19, 2017, Smart Water Management, at the above address, submitted a quote of twenty-four thousand eight hundred seventy-six dollars and zero cents (\$24,876.00) to perform the above work.
2. On Tuesday, September 19, 2017, H2O Irrigation (Irrigation by H2O), at the above address, submitted a quote of nineteen thousand five hundred dollars (\$19,500.00) and zero cents to perform the above work.
3. Mariani Corporation, above, failed to submitted a timely quote. (No quote was ever offered.)

RESPONSE TABULATION

Responses were opened at 11:00 A.M. local time on September 19, 2017.

1. No responses were received outside of the quotes stated above.

The lowest overall quote/response was that of Irrigation by H2O, which submitted the lowest price of nineteen thousand five hundred dollars and zero cents (\$19,500.00) to perform the required work.

AWARD

The award should be made, if at all, to Irrigation by H2O, which submitted the lowest price of \$19,500.00 to perform the required work. Irrigation by H2O is a responsible and responsive firm that has submitted the lowest price for such work, as required by M.G.L. c. 30, §39M. A performance bond and a payment bond, each in the amount of 100% of the contract price, will be required. Irrigation by H2O will also be required to meet the insurance requirements set forth in the Town's form of contract that was attached to the Request for Responses/Request for Quotes.

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
Soccer Field in the Town of Natick

This Contract is made this sixteenth day of October, 2017, 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 Irrigation by H2O, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 6 Main Street, Kingston, MA 02364 (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 irrigation system installation at the junior varsity soccer field in the Town of Natick, as set forth in the Request for Responses Related to Irrigation System Installation at the Junior Varsity Soccer Field in the Town of Natick in the Town of Natick ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, 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 recital and shall end one (1) year later. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response 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)

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
Soccer Field in the Town of Natick

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| Second Priority: | Contract |
| Third Priority: | Addenda to the RFR (if any) |
| Fourth Priority: | RFR |
| Fifth Priority: | Contractor's Response. |

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, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Response, 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 Responses, 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

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
Soccer Field in the Town of Natick

right of the Town under this Contract or a ratification by the Town of any breach 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 warranted 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

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
Soccer Field in the Town of Natick

include personal injury liability, broad form property damage liability, 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 Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. 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 Contract.
- 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
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- 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 RFR and of this Contract. The Contractor has entered into this Contract in reliance on its

Town of Natick, Massachusetts
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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.

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.

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 controlled substances, 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 Contract and during all hours of work under this Contract. 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 Contract. 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 to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its

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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 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.

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- 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

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

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If to the Contractor: President
Irrigation by H2O, Inc.
6 Main Street
Kingston, MA 02364.

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.
- 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.

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- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response 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 Contract, 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 Response 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 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**

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
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Massachusetts law are inconsistent with other, non-statutory sections in this Contract, 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
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The Town of Natick, Massachusetts

Irrigation by H2O, Inc.

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Amy K. Mistrot

Dated: _____

Dated: _____

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.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to Irrigation System Installation at the Junior Varsity
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

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

VOTED: To authorize and empower either _____
_____, _____;
(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 ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

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.)

**Town of Natick
Natick, Massachusetts**

Request for Responses

**IRRIGATION SYSTEM INSTALLATION AT THE
JUNIOR VARSITY SOCCER FIELD IN THE TOWN OF NATICK**

**RESPONSES DUE:
September 19, 2017, 11:00 A.M. LOCAL TIME**
Late Responses Will Be Rejected

DELIVER COMPLETED RESPONSES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

TOWN OF NATICK
NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for irrigation system installation at the junior varsity soccer field in the Town of Natick. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 30, 2017. Responses will be received until 11:00 A.M. local time, September 19, 2017, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be publicly opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening.

I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, solicits written Responses for irrigation system installation at the junior varsity soccer field in the Town of Natick.. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

Each Responding party's response marked, marked "Irrigation System Installation at the Junior Varsity Field in the Town of Natick," will be received until **11:00 A.M. local time, September 19, 2017**, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the time of the opening of Responses.

The Town **will not** reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto at Attachment H. By submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

II. BACKGROUND

The Town solicits written Responses from qualified firms or individuals for installation of an irrigation system at the junior varsity field in the Town of Natick.

A Description of Desired Goods and Services

Natick - West Street Soccer Field Project Specifications

General Conditions

All work shall meet or exceed all labor codes.

Responders shall:

- Review all relevant Construction Documents (including referenced Drawings and Specifications, as well as overall Contract Construction Documents) prior to submitting a Response.
- Review existing conditions on site before submitting a Response. Extra time or compensation due to actual conditions being inconsistent with those assumed, except those conditions described in General Contract Terms and Conditions, shall not be granted, except as provided for by law.
- Review and coordinate work with General Contractor and all underground utilities prior to commencement of Work.
- Comply with all ordinances and regulations of authorities having jurisdiction.
- Obtain and pay for any and all permits, tests and certifications required for Work.
- Furnish copies of permits, certifications and approval notices to Owner's representative prior to requesting payment.
- Each response shall include any charges by local water department, utility company, or other fees.
- Qualifications submissions required with the response.
- Irrigation system installers shall have minimum five (5) years of experience with Work described in Construction Documents
- Irrigation system installers shall submit minimum three (3) references verifying similar Work described in Construction Documents including:
 - Contact Person Name, Role, and Project
 - Telephone Number and/or E-Mail Address.

Irrigation System Work

- Irrigation system work entails, but is not limited to, the installation of a complete irrigation system, including mainline piping, wiring, valve installation, lateral line installation, sprinkler installation and electrical testing of valve solenoids.
- The Successful Responder shall provide all materials, labor, installation equipment, and technical service to complete work for automatic landscape irrigation system per Construction Documents, consisting of project Drawings and Specifications.
- The Successful Responder shall provide all trenching, bedding material, backfilling, compaction, and landscape repair for all in-ground irrigation system components.
- The Successful Responder shall provide all testing and final adjustment of completed irrigation system.
- The Successful Responder shall provide Operations & Maintenance Manuals.
- Drawings and Specifications comprise Construction Documents intended to convey design intent. The Successful Responder shall provide and shall install all products and materials to meet design intent conveyed by Construction Documents, irrespective of whether they are specifically outlined in the documents. Apparent discrepancies or questions of intent shall be directed in writing to Owner's Representative for final, conclusive and binding decision.
- Installation work shall be performed in efficiently, timely, and completely toward full design intent of Construction Documents.

Guarantees

- The Successful Responder shall guarantee entire irrigation system, parts and labor, for one (1) year from official written date of acceptance by Owner's Representative. Written warranty showing date of completion and period of warranty shall be provided to the Owner at completion.
- System malfunctions occurring during guarantee period due to defective materials, poor workmanship, or improper adjustment shall be corrected to satisfaction of Owner's Representative at no additional expense to Owner.
- First-year spring start-up and winterization shall be included in system guarantee.
- The Successful Responder shall obtain standard written manufacturer warranty of all products and materials provided where such warranties are offered in published product data. The Successful Responder shall include these warranties in the Operations & Maintenance Manual provided to the Town.

Applicable Standards and Codes

Work shall comply with applicable requirements and accepted practice as established in recognized standards and codes published by following bodies (capitalized abbreviations used through Specifications):

- American Society for Testing and Materials (ASTM)
- National Standard Plumbing Code (NSPC)
- National Electric Code (NEC)
- National Sanitary Foundation (NSF)
- Underwriters Laboratories, Inc. (UL)
- Occupational Safety and Health Administration (OSHA)

Submittals

- Prior to commencement of work, the Successful Responder shall provide electronic copies of specification sheets and catalog cuts on all product proposed for installation as described in Specifications to Owner's Representative for approval.
- Work shall not commence until all products specified are submitted and approved by Owner's Representative. Work shall commence only after written notification from Owner's Representative.

Substitute Product Submittals

- The Successful Responder shall provide specified product submittals "or approved equal", in which case, submit substitution product submittal to Owner's Representative for approval.
- Certain manufacturer names and model numbers are used throughout Specifications, denoting a standard.
- Alternate products are acceptable when products of equal or better quality and performance are submitted and approved by the Owner.
- Substitute product submittals constitutes representation that:
 - Substitute products have been thoroughly investigated and have been determined to be equal or superior in all respects to that specified.
 - Substitute products shall provide same warranties as specified products.
 - Substitute products are compatible with interfacing items.
 - Responsibility has transferred to system installer to coordinate substitute product and to make all subsequent changes required in other elements of work.
- All product installed shall be new, without flaws or defects, and of quality and performance as specified and meeting requirements of system.

On-Site Management and Installation

- The Successful Responder shall store and shall handle all products and materials in compliance with manufacturer instructions and recommendations.
- The Successful Responder shall protect the site from all possible damage from other trades, while staged for installation, and during installation.
- The Successful Responder shall minimize on-site storage where possible. The Successful Responder shall coordinate with site supervisor for storage options.
- All material overages at installation completion shall be removed from site.
- The Successful Responder shall coordinate work closely with Owner's Representative to expeditiously install system.
- Written (electronic form is acceptable) notifications shall be given to Owner's Representative prior to work commencement, regularly for progress report, proposed changes to proposed system design, and upon system installation completion.
- The Successful Responder shall coordinate with and inform all hired subcontractors of site parameters and design intentions.
- The Successful Responder shall adhere to all security and check-in procedures with on-site project supervisor.
- The Successful Responder shall assume responsibility and compensate Owner for all damage to other work caused by irrigation system work, workers, or subcontractors. Repairing of such damage shall be done by personnel as directed by Owner's Representative.
- Where applicable, the Successful Responder shall notify all municipal departments and utilities as to time and location of any work affecting those entities. The Successful Responder shall cooperate and shall coordinate in protecting or repairing such infrastructure.
- The Successful Responder shall provide and shall install temporary support, adequate protection, and maintenance of all structures, drains, sewers, and other obstructions encountered. Where grade or alignment is obstructed, obstruction shall be permanently supported, relocated, removed or reconstructed as directed by Owner's Representative.

Water Source

The water source for the property is an existing irrigation mainline. A 2 ½" SDR 21 Class 200 PVC supply shall be developed to expand the system

General Irrigation Materials

All Materials to be incorporated into the system should be new and without flaws or defects and of the quality specified.

Mainline Fittings

Fittings for PVC pipe shall be Schedule 40, solvent weld PVC fittings. Connections from PVC mainline to electrically controlled valves shall be schedule 80 threaded fittings

Valves

Electrically controlled valves with flow control shall be used and sized based on total zone flow.

Valve boxes

Valve boxes for isolation valves or quick coupling valves shall be in ten (10) inch round valve boxes. Valve boxes for zone valves and drip control valves shall be twelve (12) inch standard valve boxes.

Lateral Pipe Sizing

All lateral pipe shall be SDR 21 Class 200 PVC piping sized to provide adequate water while maintaining velocities below five (5) feet per second.

Lateral Pipe Fittings

Fittings for PVC pipe shall be Schedule 40, solvent weld PVC fittings.

Swing Joints

All rotary sprinkler types shall be connected to the lateral pipe through a ¾" or 1" PVC Schedule 80 swing joint sized to match the inlet size of the sprinkler.

Excavation and Piping Installation

With a trencher, excavate straight (vertical) and true trench two (2) inches below the pipe invert. Pipe shall be laid on undisturbed trench bottom provided suitable base is available, so that no rocks larger than one (1) inch or rocks with sharp edges are in contact with the pipe. Otherwise, the Successful Responder shall excavate to two (2) inches below the pipe invert and shall install sand or a crushed stone base. The Successful Responder shall backfill the first ten (10) inches with soil containing no foreign material or debris, no rocks larger than one (1) inch in diameter and/or no frozen material. The Successful Responder shall carefully place material around pipe and wire and tamp in place. Remaining Backfill shall be placed in maximum six (6)-inch lifts and tamped to compaction with mechanical equipment to match adjacent grades without hills or depressions and repair settling (as required by the one (1)-year Guarantee). Pipe pulling is acceptable where soils are suitable and specified depth of bury can be maintained.

The Successful Responder shall prevent foreign material from entering pipe during installation by closing open ends of pipe with a watertight plug or seal when not in use. No additional piping may be installed or backfilled when water enters the trench during pipe installation and may not resume until all water is removed from trench.

The Successful Responder shall provide a six (6)-inch minimum clearance between irrigation lines and

lines of other trades. The Successful Responder shall not install sprinkler lines directly above another line of any kind. The Successful Responder shall maintain a one (1)-inch minimum between lines which cross at angles of forty-five (45) to ninety (90) degrees. The Successful Responder shall exercise care when excavating, trenching and working near existing utilities.

Sprinklers

- Medium Rotary Sprinklers (twenty-eight (28) to forty-five (45)-foot radius) are used primarily for medium to large sized turf areas. All sprinklers shall be outfitted specifically with nozzles to develop a matched precipitation rate across the zone, include a check valve, installed flush to grade and have a pop-up height of six (6) inches or greater to avoid seed disturbance close to the head. The Successful Responder shall ensure that pressure out of the nozzle cannot exceed fifty-five (55) pounds of pressure.
- Large Rotary Sprinklers (forty-five (45)-foot radius and greater) are used primarily for large sized turf areas. All sprinklers will be outfitted specifically with nozzles to develop a matched precipitation rate across the zone, include a check valve, installed flush to grade and have a pop-up height of four (4) inches or greater. Pressure out of the nozzle cannot vary by the greater of ten percent (10%) or five (5) psi.

Pre-Acceptance Adjustments

- The Successful Responder shall install all pipe and sprinklers and equipment, except sprinkler internals. Only after flushing phase shall open electric zone valves and shall flush out irrigation system under a full head of water. The Successful Responder shall flush caps, and nozzles be installed only after flushing internals.
- The Successful Responder shall flush the entire irrigation system after complete installation. All clogged nozzles shall be remedied from thirty (30) days after completion of irrigation system.
- The Successful Responder shall test all pipe and valves for leaks at operating pressure. The Successful Responder shall repair all leaks and retest until leaks are remedied.
- The Successful Responder shall perform a coverage test with Owner's Representative present. The Successful Responder shall notify Owner's Representative at least seven (7) days in advance of scheduled coverage test. Coverage shall be to the satisfaction of Owner's Representative. The Successful Responder shall readjust sprinkler nozzles and locations as directed to attain proper coverage.
- Electric Zone Valves shall be operated for five (5) minutes, during which heads and patterns are acceptable for consistency. Any irrigation equipment that does not meet manufacturer standards shall be rejected, replaced, and retested until standards are met.
- All testing shall be included in Contract price.
- After testing, the Successful Responder shall clean all equipment completely of pipe cuttings, oils, grease, and dirt accumulated during installation.
- The Successful Responder shall adjust sprinkler heads to grade so as not to interfere with mowing and landscaping.

- Throughout guarantee period, the Successful Responder shall continually adjust sprinklers and coverage as necessary by settlement and operations.

Site Cleanup

- After installation and adjustment for coverage, leaks, operation, etc., the Successful Responder shall remove all unused materials and equipment from project site safely and efficiently. The Successful Responder shall dispose of all unused materials, including construction debris and general trash, in full compliance with all federal, state, and local laws, rules, codes, and regulations.
- The Successful Responder shall adjust ground, compact, and re-plant around irrigation sprinkler heads as necessary to ensure proper angle and elevation.
- The Successful Responder shall fill all depressions, erosion rills, tire tracks, etc. with proper planting soil mix to ensure proper site drainage.

Final Acceptance

Final Owner Acceptance of Irrigation System is predicated on:

- Complete system installation, adjustment, testing, and instructional overview.
- Submission of Operation and Maintenance Manuals to Owner's Representative.
- Automatic Irrigation Controller properly programmed.
- Punchlist items are completed and approved by Owner's Representative.

Owner and/or Owner's Representative shall provide written notice (hard copy and/or electronic) for Final Acceptance. Date of Final Acceptance notice shall serve as start of the one (1)-year Guarantee as described above.

A drawing is attached hereto and incorporated herein by reference. Responders shall refer to and review this drawing prior to submitting a Response.

B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor

shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. Successful Responding Party's Personnel

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

III. COMPLIANCE WITH LAWS

The Successful Responding party 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, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Responding party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum

prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any 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 any other laws, as though such terms were set forth in their entirety herein.

IV. INSURANCE

The Successful Responding party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

V. INDEMNIFICATION

The Successful Responding party shall assume the indemnification responsibilities described in the Contract which is a part of this RFR and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding party and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Responding party who is performing services under any Contract awarded by the Town of Natick, the Successful Responding party 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 Successful Responding party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Responding party to provide such information to the Town, the Successful Responding party 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.

VIII. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

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 Successful Responding party

is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding party 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 to perform further work in conjunction with any contract with the Town.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Responding party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

X. Minimum Prevailing Wage Rates

See attached.

XI. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder 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.

XII. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder 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.

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for installation of an irrigation system at the junior varsity field in the Town of Natick.

TOTAL BASE PRICE FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES

\$ 19,500.00

The undersigned Responding party acknowledges receipt of addenda nos. _____.

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

- A. Responder 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 RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number).

Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

G. Responder has not defaulted on any Contract within the last five (5) years.

H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)

I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.)

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

N. Responder 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. Responder 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.

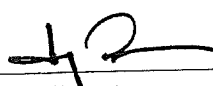
The undersigned certifies, under penalties of perjury, that this Response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee,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

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responding party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Responding party 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 RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding party, 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 Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding party and 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.

The Responding party 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. The Responding party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Responses.

The Responding party 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 Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.


Authorized Signature

Jay Desmarais
Printed Name

President
Printed Title

09/12/2017
Date

Full Legal Name

Irrigation by H2O, Inc.

Officers of Corporation and Addresses

State of Incorporation Ma

Principal Place of Business 6 Main St
Kingston, Ma 02361

Tel. 508-299-8116

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 6 Main St.

Kingston, Ma 02361

**ATTACHMENT
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)**

References:

Arthur Goodhind

Land Facilities and Natural Resources
Supervisor/ Tree Warden
508.647.6558
agoodhind@natickma.org

Jay Guelfi

Director
Hopkinton Parks and Recreation
508-497-9750
jguelfi@hopkintonma.gov

John Haines

Director
E. Bridgewater DPW
508.922.6433
jhaines@ebmass.com

Gordon Richardson

Director Building and Grounds Westborough Public Schools
508.836.7700
richadsong@westboroughk12.org

Ted Bubbins

Director of Plymouth Parks and Recreation
508.830.5162
tbubbins@townhall.plymouth.ma.us

Dave Webster

Director of Cambridge Parks and Recreation
617.519.0785
dwebster@cambridgema.gov

Brian Schools

Medfield Park and Recreation
508.404.7024
bturfsmpr@gmail.com



A.

H2O Irrigation Was established in March 2009. Since then H2O has been focused on installing irrigation to the highest standards. H2O Irrigation has never been run under a different name or has any lawsuits against.

B.

In the state of MA Irrigation is not a licensed trade. H2O Irrigation does hold a certification under the Irrigation Association as a Certified Irrigation Contractor under Kyle Desmarais.

F.

References:

Arthur Goodhind

Land Facilities and Natural Resources

Supervisor/ Tree Warden

508.647.6558

agoodhind@natickma.org

Supply and Install Irrigation 12 Zones on Town Baseball field located on West St. System was install November of 2016.

\$25,000

John Haines

Director

E. Bridgewater DPW

508.922.6433

jhaines@ebmass.com

Supplies and install Multiple projects.

Belmont St Sports Complex. Installed 3 Soccer fields. 25 Zones, 3" Main line, Decoder system. System installed in the summer of 2016

\$44,000

Town Hall. Installed 13 Zones, 1" Main line, Milti-wired system. Summer of 2017

\$8950

Gordon Richardson

Director Building and Grounds Westborough Public Schools

508.836.7700

richadsong@westboroughk12.org

Supplies and Install irrigation system at the 3 soccer fields of Intermediate school. 3" Main line , 16 Zones 14 AWG wired system on a solar powered controller.

\$24500

John Begston

Field Superintendent Gillette Stadium

508.549.0025

jonb@patriots.com

Supplied and installed New Revolution Practice field. 7 Zones, 4" Main Line Decoder system.

\$36500

Chris Wheeler

Patriots Place Landscape Manager

781.760-6972

Chrisw@patriot-place.com



Supplied and Installed Multiple Projects

LOT 23 Patriot Place Irrigation System. 39 Zones, 2" Main line, Decoder wire system.

\$ 69,000

South Retail Landscape 26 Zones, 2.5" Main line, Decoder wire system

\$46,000

H.

H2O Irrigation

6 Main St.

Kingston, MA

02364

I.

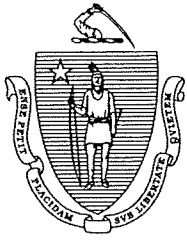
H2O Will Staff the project with 1 Forman and 3 laborers. Project should take 5 Days to install.

We will use a Ditchwitch 410 to trench and pull piping into the ground.

Materials will be stored on the vehicles. Pipe will be stored on site in a location chosen with owners represented.

Kyle Desmarais is the Site Supervisor

Liston Bariffe will be the Forman on site



William Francis Galvin
Secretary of the
Commonwealth

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

Date: September 19, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

IRRIGATION BY H2O INC.

is a domestic corporation organized on **February 11, 2008** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17090334120

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

Processed by:

H2O IRRIGATION

PROFIT AND LOSS

January 1 - September 20, 2017

| | TOTAL |
|-----------------------------------|--------------|
| INCOME | |
| 4000 Sales | 36,378.57 |
| 4001 Commercial Service | 57,993.81 |
| 4002 Commercial Installation | 218,318.97 |
| 4003 Residential Walkthrough | 75.00 |
| 4005 Residential Reactivation | 30,298.26 |
| 4008 Irrigation Contract | -202.60 |
| 4010 Ez-Flow Income | 1,155.30 |
| 4011 Misc. Jobs | 20,436.25 |
| 4014 Commercial Reactivation | 21,897.12 |
| 4015 Commercial Winterization | 18,312.00 |
| 4022 Residential Winterization | 29,214.16 |
| 4024 Lighting Service | 2,700.00 |
| 4025 Lighting Install | 9,646.43 |
| 4028 Residential Service | 45,510.38 |
| 4029 LABOR-ONE PERSON PER HOUR | -332.50 |
| 4033 Residential Installation | 261,304.08 |
| 4051 Product Sales | 97,889.24 |
| 4524 Commercial Walkthrough | 3,193.00 |
| Total 4000 Sales | 853,787.47 |
| 4009 Irrigation Service Agreement | -2,188.49 |
| Unapplied Cash Payment Income | -3,923.62 |
| Total Income | \$847,675.36 |
| COST OF GOODS SOLD | |
| 5101 Supplies & Materials - COGS | 198.00 |
| Total Cost of Goods Sold | \$198.00 |
| GROSS PROFIT | \$847,477.36 |
| EXPENSES | |
| 5000 Cost of Goods Sold | 13,108.60 |
| 6000 Gasoline | 20,617.73 |
| 6010 Advertising | 485.00 |
| 6020 Vehicle Expense | 3,791.34 |
| 6045 Fees | 4,549.58 |
| 6050 DONATIONS | 150.00 |
| 6075 Bond Expense | 3,660.00 |
| 6090 Building Supplies | 1,952.62 |
| 6091 Computer | 8,419.66 |
| 6121 Merchant Fees | 1,885.74 |
| 6170 Equipment Rental | 2,556.76 |
| 6180 Insurance | |
| 6192 Insurance - Health | 10,942.50 |
| 6451 Insurance - Misc | 2,250.00 |
| Total 6180 Insurance | 13,192.50 |

| | TOTAL |
|---|---------------------|
| 6200 Interest Expense-Fees | 3,307.01 |
| 6210 Finance Charge | 4.53 |
| Total 6200 Interest Expense-Fees | 3,311.54 |
| 6240 Miscellaneous | 25,923.25 |
| 6250 Postage and Delivery | 1,931.16 |
| 6262 Outside Services | 18,692.25 |
| 6270 Professional Fees | 70.00 |
| 6230 Licenses and Permits | 1,000.67 |
| Total 6270 Professional Fees | 1,070.67 |
| 6300 Repairs | |
| 6320 Computer Repairs | 106.22 |
| 6330 Equipment Repairs | 4,192.35 |
| 6900 Vehicle Expense | 1,069.52 |
| Total 6300 Repairs | 5,368.09 |
| 6340 Telephone | 5,496.86 |
| 6350 Travel & Ent | |
| 6360 Entertainment | 12,206.59 |
| Total 6350 Travel & Ent | 12,206.59 |
| 6390 Utilities | 1,035.30 |
| 6520 Job Materials | 168,286.37 |
| 6550 Salary - Officer | 35,339.65 |
| 6551 Salary & Wages | 177,552.84 |
| 6561 Garnishments | 4,631.25 |
| Total 6551 Salary & Wages | 182,184.09 |
| 6560 Payroll Service | 4,071.75 |
| 6562 401K Employer Match | 2,621.97 |
| Total 6560 Payroll Service | 6,693.72 |
| 6750 Subcontractors | 7,557.00 |
| 6752 Outside Labor | 23,292.00 |
| 6820 Taxes | 50.99 |
| 6031 Taxes- Excise | 1,598.06 |
| 6825 Payroll Tax Expense | -72.21 |
| 6860 State | 1,704.67 |
| Total 6820 Taxes | 3,281.51 |
| 6935 Tools and Machinery | 2,107.27 |
| Total Expenses | \$578,146.85 |
| NET OPERATING INCOME | \$269,330.51 |
| OTHER EXPENSES | |
| 6100 Office Expense | 814.70 |
| Reconciliation Discrepancies-1 | 23.76 |
| Total Other Expenses | \$838.46 |
| NET OTHER INCOME | \$ -838.46 |
| NET INCOME | \$268,492.05 |



JCDESM-01

SAUGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2017

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

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

| | | | |
|---|---|---------------------|----------------|
| PRODUCER Rogers & Gray Insurance Agency, Inc. 434 Rte 134 South Dennis, MA 02660 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): | (877) 816-2156 |
| | E-MAIL ADDRESS: | mail@rogersgray.com | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Wesco Insurance Company | | 25011 |
| | INSURER B : Arbella Indemnity Insurance Company, Inc. | | 10017 |
| | INSURER C : Travelers Casualty Insurance Company of America | | 19046 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

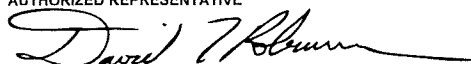
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | WPP147361301 | 06/24/2017 | 06/24/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 1020054721 | 06/24/2017 | 06/24/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | ZUP-21N94936-17-NF | 06/24/2017 | 06/24/2018 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | WWC3240377 | 11/29/2016 | 11/29/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Irrigation System Installation at the Junior Varsity Soccer Field in the Town of Natick

Natick Public Schools and the Town of Natick are included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability on a primary non-contributory basis as required by a signed written contract or agreement with the Named Insured. 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 St, Natick, MA 01760 before such cancellation or amendment shall take place.

| | |
|--|--|
| CERTIFICATE HOLDER Natick Public Schools Natick Town Hall 13 East Central 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  |
|--|--|



JCDESM-01

SAUGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2017

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

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

PRODUCER
Rogers & Gray Insurance Agency, Inc.
434 Rte 134
South Dennis, MA 02660

CONTACT
NAME:
PHONE
(A/C, No, Ext): FAX
(A/C, No): (877) 816-2156
E-MAIL
ADDRESS: mail@rogersgray.com

INSURED

Irrigation by H2O, Inc.
6 Main Street
Kingston, MA 02364

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A : Wesco Insurance Company | 25011 |
| INSURER B : Arbella Indemnity Insurance Company, Inc. | 10017 |
| INSURER C : Travelers Casualty Insurance Company of America | 19046 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | WPP147361301 | 06/24/2017 | 06/24/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 1020054721 | 06/24/2017 | 06/24/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | ZUP21N9493617NF | 06/24/2017 | 06/24/2018 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WWC3240377 | 11/29/2016 | 11/29/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Natick High School- Design & Installation of Sprinklers
Natick Public Schools and the Town of Natick are included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability on a primary non-contributory basis as required by a signed written contract or agreement with the Named Insured. 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 St, Natick, MA 01760 before such cancellation or amendment shall take place.

CERTIFICATE HOLDER

Natick Public Schools
Natick Town Hall
13 East Central 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