

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 22, 2019

SUBJECT: CONTRACT AWARD
W153 – Water Main Rehabilitation/Replacement – Route 9 and Route 135

On April 17, 2019, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for rehabilitation/replacement of the water main/Route 9 and Route 135 in the Town of Natick, Massachusetts. Bids were received from four (4) bidders. (See attached.)

W. Walsh Co, Inc., 82 Walton Street, Attleboro, Massachusetts 02703 (“Walsh”) is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Walsh for the complete main bid work, plus add/alternate items, as provided for in the Town’s Invitation for Bids. The amount of the award will be for \$2,123,690.00 as provided for in Walsh’s bid. We have reviewed the bids received and have checked the references and qualifications of Walsh. Mr. Gregory Eldridge, Vice President of Haley & Ward, the Town’s on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached.

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

Bids Received:	04/17/19
Newspaper Advertisement (<u>Metrowest Daily News</u>):	03/26/19
Town Hall Posting:	03/21/19
Website Posting:	03/21/19
Central Register:	03/27/19
COMMBUYS Posting:	03/21/19

Funding: Acct#655504-583020 FY2019
Acct#655314-584000 FY2018
Acct#655316-583000 FY2018 = \$2.6million

Bids Received: See attached.

Haley and Ward, Inc.

Civil and Environmental Engineers

"Client Service and Engineering Excellence...Since 1897"



Via Email

Mr. Anthony Comeau, Water and Sewer Supervisor
Department of Public Works
75 West Street
Natick, MA 01760

Re: Bid Results Contract No. W-153

Dear Mr. Comeau,

On April 17, 2019, four (4) bids were received for Contract W-153 entitled "Water Main Rehabilitation/Replacement Rt 9 & Rt 135". We are attaching a Canvass of Bids and have summarized the total bid amounts below:

		Base Bid	Base Plus Add. Items
1.	W. Walsh Company, Inc.	\$1,789,890.00	\$2,123,690.00
2.	Biszko Contracting Corp.	\$2,060,500.10	\$2,392,860.40
3.	Dewcon Inc.	\$2,594,592.00	\$2,884,251.00
4.	N. Granese & Sons Inc.	\$2,616,914.40	\$2,900,623.40

The project was bid with Add. Items A1 thru A8. The Add. Item work was for additional water main cleaning and lining on East Central and Bacon Street. We estimated the construction cost at \$2.1M, which is inline with the low bidder. There is \$2.6M available in the funding for the project.

We contacted three (3) project references for W. Walsh Company and all three responses were positive responses with all indicating they would recommend W. Walsh Company for more work and did not identify any issues with them completing that would negatively impact this project. Additionally, W. Walsh Company successfully completed cleaning and lining projects for Natick in 2007 and 2009 that included cleaning and lining over 90,000 linear feet of 8-inch and 12-inch diameter water mains.

We feel, based on the positive results of the reference checks and completed projects list that W. Walsh Company has the equipment, resources and experience to perform the work in accordance with the contract documents and within the specified time frame. The low bid submitted by W. Walsh Company appears to be in order and is within available funding.

The project includes work in four locations and funding from four appropriations; Rt 9 & Rt 27 utility replacement article, East Central water main article and Town Forest water main article.

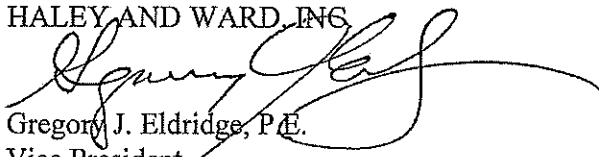
Mr. Comeau
April 19, 2019
Page 2 of 2

Please review the bid results and this letter, if the Town accepts the low bid of W. Walsh Company, please obtain the required signature on the attached Notice of Award form and return the form to our office. Once we receive the Award form, we will prepare the agreement documents for signing by the contractor.

If you have any question on the bids and/or this letter, please feel free to contact our office.

Yours very truly,

HALEY AND WARD, INC.



Gregory J. Eldridge, P.E.
Vice President

Cc: Jeremy Marsette via email
Bryan LeBlanc via email

Enclosures: Canvass of Bids
Notice of Award

J:\Natick\451 Rt 9 & 27 Utility replacement\Letter\451-004 Rt 9 135 bid review and award info.doc

Haley and Ward, Inc.

Haley and Ward, Inc.
Canvass of Bids - Received on April 17, 2019
Water Main Rehabilitation/Replacement Rt 9 & Rt 135
Contract No. W-153

1st Low Bidder
W. Walsh Company, Inc.
37 Walton Street
Attleboro, MA 02703

2nd Low Bidder
Biszko Contracting Corp.
20 Development Street
Fall River, MA 02721

3rd Low Bidder
Dewcon Inc.
PO Box 439
Basking Ridge, NJ 07920

Item	Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$85,000.00	\$85,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00
2	Below Grade Excavation	40	CY	\$1.00	\$40.00	\$0.01	\$0.40	\$1.00	\$40.00
3	Test Pit Excavation	55	CY	\$100.00	\$5,500.00	\$0.01	\$0.55	\$1.00	\$55.00
4	Rock & Boulder Removal	85	CY	\$1.00	\$85.00	\$0.01	\$0.85	\$1.00	\$85.00
5	Process Gravel	355	CY	\$1.00	\$355.00	\$20.00	\$7,100.00	\$1.00	\$355.00
6	Ordinary Borrow	430	CY	\$1.00	\$430.00	\$0.01	\$4.30	\$1.00	\$430.00
7	Select Borrow	300	CY	\$1.00	\$300.00	\$0.01	\$3.00	\$1.00	\$300.00
8	Concrete Sidewalk	55	CY	\$180.00	\$9,900.00	\$110.00	\$6,050.00	\$200.00	\$11,000.00
9	Temporary Trench Paving	90	TONS	\$110.00	\$9,900.00	\$100.00	\$9,000.00	\$1.00	\$90.00
10	Permanent Trench Paving	350	TONS	\$150.00	\$52,500.00	\$130.00	\$45,500.00	\$100.00	\$35,000.00
11	Permanent Pit Paving	80	TONS	\$150.00	\$12,000.00	\$130.00	\$10,400.00	\$100.00	\$8,000.00
12	Full Width Overlay Paving	975	TONS	\$110.00	\$107,250.00	\$100.00	\$97,500.00	\$225.00	\$219,375.00
13	Dust Control	15	CWT	\$40.00	\$600.00	\$10.00	\$150.00	\$1.00	\$15.00
14	Milling Rte 135	10600	SY	\$4.50	\$47,700.00	\$10.00	\$106,000.00	\$5.00	\$53,000.00
15	Granite Curb	640	LF	\$10.00	\$6,400.00	\$5.00	\$3,200.00	\$30.00	\$19,200.00
16	Bituminous Sidewalk	28	LF	\$60.00	\$1,680.00	\$20.00	\$560.00	\$1.00	\$28.00
17	Loam and Seed	1000	SY	\$20.00	\$20,000.00	\$0.01	\$10.00	\$1.00	\$1,000.00
18	6 & 8-Inch Gate Valves	20	EACH	\$3,000.00	\$60,000.00	\$4,000.00	\$80,000.00	\$10,000.00	\$200,000.00
19	10 & 12-Inch Gate Valves	12	EACH	\$5,000.00	\$60,000.00	\$6,000.00	\$72,000.00	\$10,000.00	\$120,000.00
20	Solid Sleeves	88	EACH	\$700.00	\$61,600.00	\$100.00	\$8,800.00	\$200.00	\$17,600.00
21	Fittings	3900	LBS	\$5.00	\$19,500.00	\$0.01	\$39.00	\$0.01	\$39.00
22	Temporary Water Service	1	LS	\$220,000.00	\$220,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
23	Water Service Rte 135	1500	LF	\$65.00	\$97,500.00	\$10.00	\$15,000.00	\$100.00	\$150,000.00
24	Water Service	30	LF	\$65.00	\$1,950.00	\$1.00	\$30.00	\$100.00	\$3,000.00
25	Service Valves	30	EACH	\$700.00	\$21,000.00	\$3,500.00	\$105,000.00	\$2,000.00	\$60,000.00
26	Hydrant Assemblies	10	EACH	\$7,000.00	\$70,000.00	\$7,000.00	\$70,000.00	\$15,000.00	\$150,000.00
27	Furnishing Hydrants	12	EACH	\$2,800.00	\$33,600.00	\$4,000.00	\$48,000.00	\$2,200.00	\$26,400.00
28	Pit Piping 6"-12"	380	LF	\$125.00	\$47,500.00	\$90.00	\$34,200.00	\$100.00	\$38,000.00
29	Miscellaneous Pits	200	CY	\$100.00	\$20,000.00	\$0.01	\$2.00	\$100.00	\$20,000.00
30	Environmental Controls	1	LS	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
31	Bacon Street Connection & Town Forest	1	LS	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
32	Rt 9 Water Main	820	LF	\$125.00	\$102,500.00	\$120.00	\$98,400.00	\$200.00	\$164,000.00
33	Rt 9 6" & 8" Water Main Cleaning & Lining	1680	LF	\$50.00	\$84,000.00	\$55.00	\$92,400.00	\$76.00	\$127,680.00
34	Rt 9 12" Water Main Cleaning & Lining	3300	LF	\$54.00	\$178,200.00	\$75.00	\$247,500.00	\$76.00	\$250,800.00
35	East Central 10" Water Main Cleaning & Lining	3100	LF	\$55.00	\$170,500.00	\$65.00	\$201,500.00	\$76.00	\$235,600.00
36	Pit Flowable Fill	105	CY	\$150.00	\$15,750.00	\$250.00	\$26,250.00	\$300.00	\$31,500.00
37	Drain Replacement	100	LF	\$50.00	\$5,000.00	\$1.00	\$100.00	\$50.00	\$5,000.00
38	Electronic Message Board	75	DAYS	\$30.00	\$2,250.00	\$200.00	\$15,000.00	\$200.00	\$15,000.00
39	Line Painting	10800	LF	\$3.00	\$32,400.00	\$1.00	\$10,800.00	\$5.00	\$54,000.00
40	Traffic Management	1	LS	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$1,000.00	\$1,000.00
41	Traffic Management, East Central & Town Forest	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00
	TOTAL BASE BID				\$1,789,890.00		\$2,060,500.10		\$2,594,592.00

ADDITIONAL ITEMS

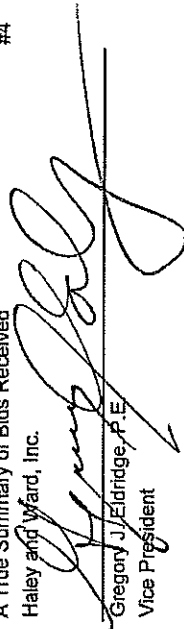
Item	Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A1	10-Inch Gate Valve	10	EACH	\$5,000.00	\$50,000.00	\$6,000.00	\$60,000.00	\$1,000.00	\$10,000.00
A2	Solid Sleeves	30	EACH	\$700.00	\$21,000.00	\$0.01	\$0.30	\$100.00	\$3,000.00
A3	Fittings	900	LBS	\$5.00	\$4,500.00	\$0.01	\$9.00	\$0.01	\$9.00
A4	Temporary Water Service	1	LS	\$32,000.00	\$32,000.00	\$55,000.00	\$55,000.00	\$75,000.00	\$75,000.00
A5	Pit Pipe 6" & 10"	115	LF	\$120.00	\$13,800.00	\$90.00	\$10,350.00	\$100.00	\$11,500.00
A6	Miscellaneous Pits	100	CY	\$100.00	\$10,000.00	\$0.01	\$1.00	\$1.00	\$100.00
A7	Bacon & East Central Cleaning & Lining	2500	LF	\$78.00	\$195,000.00	\$80.00	\$200,000.00	\$76.00	\$190,000.00
A8	Temporary and Permanent Pit Resurfacing	50	TONS	\$150.00	\$7,500.00	\$140.00	\$7,000.00	\$1.00	\$50.00
	TOTAL				\$333,800.00		\$332,360.30		\$289,659.00
	TOTAL INC. ADD ITEMS				\$2,123,690.00		\$2,392,860.40		\$2,884,251.00

A True Summary of Bids Received
Haley and Ward, Inc.

#4

N Granese & Sons, Inc.
59 Jefferson Ave
Salem, MA 01970

\$2,616,914.40 Base Bid
\$ 283,709.00 Add Items
\$2,900,623.40 Total


Gregory J. Eldridge, P.E.
Vice President

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

AGREEMENT

THIS AGREEMENT made this Twenty ninth day of April in the year 2019, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and

W. Walsh Co., Inc., having an address of 32 Walton St. Allston, MA 02134, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The water main rehabilitation work for this project consists of installing approximately eight hundred twenty (820) linear feet of eight-inch (8") diameter water main, cleaning and lining, approximately eight thousand eighty (8,080) linear feet of eight-inch (8"), ten-inch (10") and twelve-inch (12") diameter water mains, and replacing twenty four (24) water services, and water main tie-ins on Bacon Street and near the Town Forest water storage tank. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

A. If funds are available, work to include cleaning and lining approximately twenty-five hundred (2,500) linear feet of ten-inch (10") diameter water mains on Bacon Street.

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Haley and Ward, Inc., who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. There are two separate work completion dates, one for 2019 water main work and one for 2020 water main work should Contractor choose to split up the projects into two construction seasons. CONTRACTOR shall substantially complete the 2019 work within one hundred and twenty (120) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2019 Work within three hundred (300) consecutive calendar days from the Contract start date. CONTRACTOR shall substantially complete the 2020 Work within three hundred and fifty (350) consecutive calendar days from Contract start date. CONTRACTOR shall complete all 2020 Work within three hundred and seventy (370) consecutive calendar days from the Contract start date. Therefore the date all work will be completed is _____, 20____.

*to be completed
accurately
to complete
8/14/2020
undelivered
as of yet.*

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after each Substantial Completion date and **Eight Hundred** dollars (\$800.00) after each Final Completion date for each project specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1 L.S.	\$ _____	\$ _____
2.	Below Grade Excavation	40 C.Y.	\$ _____	\$ _____
3.	Test Pit Excavation	55 C.Y.	\$ _____	\$ _____
4.	Rock Excavation, No Explosives	85 C.Y.	\$ _____	\$ _____
5.	Process Gravel	355 C.Y.	\$ _____	\$ _____

NAT-451/Contract No. W-153
N 03/24/2017

AGREEMENT
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*to be completed
by 8/14/20
Wardlaw
in
W. Walsh
Bed.
(See P. 1)
of
Cavass
form.)*

6. Ordinary Borrow	430	C.Y.	\$ _____	\$ _____
7. Select Borrow	300	C.Y.	\$ _____	\$ _____
8. Concrete Sidewalk	55	S.Y.	\$ _____	\$ _____
9. Temporary Trench Paving	90	TONS	\$ _____	\$ _____
10. Permanent Trench Paving	350	TONS	\$ _____	\$ _____
11. Permanent Pit Paving	80	TONS	\$ _____	\$ _____
12. Full Width Overlay Paving	975	TONS	\$ _____	\$ _____
13. Dust Control	15	CWT	\$ _____	\$ _____
14. Milling Rt 135	10,600	S.Y.	\$ _____	\$ _____
15. Granite Curb	640	L.F.	\$ _____	\$ _____
16. Bituminous Sidewalk	38	L.F.	\$ _____	\$ _____
17. Loam and Seed	1,000	S.Y.	\$ _____	\$ _____
18. For 6 and 8 inch Gate Valves	20	EA.	\$ _____	\$ _____
19. For 10 and 12 inch Gate Valves	12	EA.	\$ _____	\$ _____
20. Solid Sleeves	88	EA.	\$ _____	\$ _____
21. Fittings	2,900	LBS	\$ _____	\$ _____
22. Temp. Water Rt 9, 27 & 135	1	L.S.	\$ _____	\$ _____
23. Water Service Rt 135	1,500	L.F.	\$ _____	\$ _____
24. Water Service	30	L.F.	\$ _____	\$ _____
25. Service Valves	30	EA	\$ _____	\$ _____
26. Hydrant Assemblies	10	EA.	\$ _____	\$ _____
27. Furnishing Hydrants	12	EA.	\$ _____	\$ _____
28. Pit Pipe, 6-12"	380	L.F.	\$ _____	\$ _____
29. Miscellaneous Pits	200	C.Y.	\$ _____	\$ _____
30. Environmental Controls	1	LS	\$ _____	\$ _____

NAT-451/Contract No. W-153
N 03/24/2017

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31. Bacon and Town Forest Connection	1	L.S.	\$		\$	
32. Rt 9 Water Main Replacement	820	L.F.	\$		\$	
33. Rt 9 6" & 8" Cleaning & Lining	1,680	L.F.	\$		\$	
34. Rt 9 12" Cleaning & Lining	3,300	L.F.	\$		\$	
35. East Central 10" Cleaning & Lining	3,100	L.F.	\$		\$	
36. Pit Flowable Fill	105	C.Y.	\$		\$	
37. Drain Replacement	100	L.F.	\$		\$	
38. Electronic Message Boards	75	DAYS	\$		\$	
39. Line Painting	10,800	L.F.	\$		\$	
40. Traffic Management, Rt 9 & 27	1	L.S.	\$		\$	
41. Traffic Management East Central & Town Forest	1	L.S.	\$		\$	

TOTAL BASE CONTRACT AMOUNT

\$ 1,789,890.⁰⁰

ADDITIONAL ITEMS

A1. 10-inch Gate Valve	10	EA	\$		\$	
A2. Solid Sleeves	30	EA	\$		\$	
A3. Fittings	900	LBS	\$		\$	
A4. Temporary Water Service	1	L.S.	\$		\$	
A5. Pit Pipe 10"	115	L.F.	\$		\$	
A6. Miscellaneous Pits	100	C.Y.	\$		\$	
A7. Bacon & East Central Cleaning & Lining	2,500	L.F.	\$		\$	
A8. Temp. and Perm. Pit Paving	50	TONS	\$		\$	

TOTAL ADD ITEM AMOUNT

\$ 333,800.⁰⁰

TOTAL CONTRACT AMOUNT

\$ 2,123,690.⁰⁰

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

NAT-451/Contract No. W-153
N 03/24/2017

AGREEMENT
00510-4

ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14.

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "Water Main Rehabilitation/Replacement Rt 9 & Rt 27": Drawing Numbers 1-17

8.13 Addenda numbers 1 to 1, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions, as modified, if at all, by the Supplementary Conditions.

ARTICLE 9. INDEMNIFICATION

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 the Contract.

ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker's compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. 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 any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and 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.

11.14. 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.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17. 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 WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and Town Accountant.

OWNER:

Town of Natick, Massachusetts

The Natick Board of Selectmen

CONTRACTOR:

W. Walsh Co., Inc.
Printed Name of CONTRACTOR

Amy K. Mistrot, Chairman
Michael J. Hickey, Jr.

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk
JONATHAN H. FREEDMAN

Richard P. Jennett, Jr.
KAREN Adelman-Foster

Jonathan H. Freedman
Richard P. Jennett, Jr.
Dated: _____

Dated: _____

Signature

Printed Name

Printed Title

[CORPORATE SEAL]

Attest

Owner Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street
Natick, MA 01760

Contractor Address for giving notices:

President

W. Walsh Co., Inc.

32 Walton Street

Ashleboro, MA 02703

CERTIFICATE 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 Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Karis L. North, Esq.
Office of the Town Counsel

Date

CONTRACT NO. W-153
WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135
CERTIFICATE OF CORPORATE AUTHORIZATION

I, _____, Clerk of _____, a _____ corporation organized pursuant to _____ state law, which maintains its principal office at _____ hereby certify that at a meeting of the Board of Directors of _____ (the "Corporation") duly held on _____, _____, at which
(Date must be earlier than Lease)

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ be and hereby is

(Name of Officer authorized to sign for Corporation)

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such _____ to be valid and binding

(Name of Officer)

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that

(Name of Officer)

is duly elected _____ of said Corporation.

(Title)

Signed: _____

Printed Name:

Printed Title: (Clerk- Secretary)

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____

(Name and Title of Officer)

Date: _____

In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

Contractor's Certification

Name of Project _____

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that

1. it intends to use the following listed construction trades in the work under the contract
_____; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Contractor)

Printed Name

Printed Title

Date

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

Subcontractor's Certification

Name of Project _____

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

_____ certifies that

1. it intends to use the following listed construction trades in the work under the contract _____; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Subcontractor)

Printed Name

Printed Title

Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.); that he has carefully examined the location of the proposed Work and has read the Contract Documents; that he shall agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth; and that he shall take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed. For the Project the Contractor must, at a minimum, must complete one of the two identified projects in 2019. The projects are 1) Route 9 and 27 Water Mains and 2) East Central, Bacon Street and Town Forest Water Mains. Therefore, 2019 project will be substantially completed as soon as practicable, but no later than one hundred and twenty (120) consecutive calendar days thereafter, and will be fully completed within three hundred (300) consecutive calendar days unless an extension of time is granted. Therefore, 2020 project will be substantially completed as soon as practicable, but no later than three hundred and fifty (350) days thereafter and will be fully completed within three hundred and seventy (370) consecutive calendar days unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that work is not substantially completed, with the exception of final re-surfacing. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 4/19/19 #2 _____ #3 _____

For all Work presented in the Bid Documents, Bidder submits the following Bid:

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID FORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	For Mobilization, the total lump sum price of <u>Eighty Five Thousand Dollars</u> (Lump Sum Price in Words)	= \$ <u>85,000⁰⁰</u>
(Maximum Allowable Bid Price for this Item is 5% of the Total Bid)		
2.	For Below Grade Excavation, the unit price of <u>One Dollar</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 40 c.y. x \$ <u>\$ 1.00</u> (Unit Price in Figures)	= \$ <u>40⁰⁰</u>
3.	For Test Pit Excavation, the unit price of <u>One hundred Dollars</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 55 c.y. x \$ <u>\$ 100⁰⁰</u> (Unit Price in Figures)	= \$ <u>5,500⁰⁰</u>
4.	For Rock And Boulder Removal, the unit price of <u>One Dollar</u> (Unit Price in Words)	
	per cubic yards for an estimated quantity of 85 c.y. x \$ <u>\$ 1.00</u> (Unit Price in Figures)	= \$ <u>85⁰⁰</u>

5. For Process Gravel, the unit price of

One Dollar
(Unit Price in Words)

per cubic yards for an estimated quantity of

355 c.y. x \$ \$1.00 = \$ 355⁰⁰
(Unit Price in Figures)

6. For Ordinary Borrow, the unit price of

One Dollar
(Unit Price in Words)

per cubic yard for an estimated quantity of

430 c.y. x \$ \$1.00 = \$ 430⁰⁰
(Unit Price in Figures)

7. For Select Borrow, the unit price of

One Dollar
(Unit Price in Words)

per cubic yard for an estimated quantity of

300 c.y. x \$ \$1.00 = \$ 300⁰⁰
(Unit Price in Figures)

8. For Concrete Sidewalk, the unit price of

One hundred EIGHTY Dollars
(Unit Price in Words)

per square yards or an estimated quantity of

55 s.y. x \$ \$180 = \$ 9,900⁰⁰
(Unit Price in Figures) ^{100/100}

9. For Temporary Trench Paving, the unit price of

One hundred TEN Dollars
(Unit Price in Words)

per ton for an estimated quantity of

90 tons x \$ \$110 = \$ 9,900⁰⁰
(Unit Price in Figures) ^{00/100}

10. For Permanent Trench Paving, the unit price of

One hundred FIFTY DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

$$350 \text{ tons} \times \$ \underline{\$150^{00}} = \$ \underline{52,500^{00}}$$

11. For Permanent Pit Paving, the unit price of

One hundred FIFTY DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

$$80 \text{ tons} \times \$ \underline{\$150^{00}} = \$ \underline{12,000^{00}}$$

(Unit Price in Figures)

12. For Full Width Overlay Paving, the unit price of

One hundred TEN DOLLARS
(Unit Price in Words)

per ton for an estimated quantity of

$$975 \text{ ton} \times \$ \underline{\$110^{00}} = \$ \underline{107,250^{00}}$$

(Unit Price in Figures)

13. For Dust Control, the unit price of

Forty DOLLARS
(Unit Price in Words)

per cubic weight for an estimated quantity of

$$15 \text{ cwt} \times \$ \underline{\$40^{00}} = \$ \underline{600^{00}}$$

(Unit Price in Figures)

14. For Milling Rt 135 (East Central), the unit price of

Four DOLLARS and FIFTY CENTS
(Unit Price in Words)

per square yard for an estimated quantity of

$$10,600 \text{ s.y.} \times \$ \underline{\$4.50} = \$ \underline{47,700^{00}}$$

(Unit Price in Figures)

15. For Granite Curb, the unit price of

TEN DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

640 l.f. x \$ \$10⁰⁰ = \$ 6,400⁰⁰
(Unit Price in Figures)

16. For Bituminous Sidewalk, the unit price of

SIXTY DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

28 l.f. x \$ \$60⁰⁰ = \$ 1,680⁰⁰
(Unit Price in Figures)

17. For Loam and Seed, the unit price of

TWENTY DOLLARS
(Unit Price in Words)

per square yard for an estimated quantity of

1,000 s.y. x \$ \$20.00 = \$ 20,000⁰⁰
(Unit Price in Figures)

18. For 6 and 8-Inch Gate Valves, the unit price of

THREE THOUSAND DOLLARS
(Unit Price in Words)

per each for an estimated quantity of

20 ea x \$ \$3,000⁰⁰ = \$ 60,000⁰⁰
(Unit Price in Figures)

19. For 10 and 12-Inch Gate Valves, the unit price of

FIVE THOUSAND DOLLARS
(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ \$5,000⁰⁰ = \$ 60,000⁰⁰
(Unit Price in Figures)

20. For Solid Sleeves, the unit price of

Seven hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

88 ea. x \$ \$700⁰⁰
(Unit Price in Figures)

= \$ 61,600⁰⁰

21. For Fittings, the unit price of

Five Dollars
(Unit Price in Words)

per pounds for an estimated quantity of

3,900 Pcs @ \$5.00
2,900 lbs x \$ \$5.00
(Unit Price in Figures)

= \$ 19,500⁰⁰

22. For Temporary Water Service, Rt 9, 27 & 135 the lump sum price of

Two hundred twenty thousand Dollars
(Lump Sum Price in Words)

= \$ 220,000⁰⁰

23. For Water Services Rt 135, the unit price of

Sixty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

1,500 l.f. x \$ \$65⁰⁰
(Unit Price in Figures)

= \$ 97,500⁰⁰

24. For Water Service, the unit price of

Sixty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

30 l.f. x \$ \$65⁰⁰
(Unit Price in Figures)

= \$ 1,950⁰⁰

25. For Service Valves, the unit price of

Seven Hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

30 ea. x \$ \$700⁰⁰ = \$ 21,000⁰⁰
(Unit Price in Figures)

26. For Hydrant Assemblies the unit price of

Seven Thousand Dollars
(Unit Price in Words)

per each for an estimated quantity of

10 ea. x \$ \$7,000⁰⁰ = \$ 70,000⁰⁰
(Unit Price in Figures)

27. For Furnishing Hydrants, the unit price of

Two Thousand Eight hundred Dollars
(Unit Price in Words)

per each for an estimated quantity of

12 ea. x \$ \$2,800⁰⁰ = \$ 33,600⁰⁰
(Unit Price in Figures)

28. For Pit Piping, 6-12", the unit price of

One hundred Twenty Five Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

380 l.f. x \$ \$125⁰⁰ = \$ 47,500⁰⁰
(Unit Price in Figures)

29. For Miscellaneous Pits, the unit price of

One hundred Dollars
(Unit Price in Words)

per cubic yard for an estimated quantity of

200 c.y. x \$ \$100⁰⁰ = \$ \$20,000⁰⁰
(Unit Price in Figures)

30. For Environmental Controls, the lump sum price of

TWELVE THOUSAND DOLLARS = \$ 12,000⁰⁰
(Lump Sum Price in Words)

31. For Bacon Street Connection and Town Forest the unit price of

SIXTY FIVE THOUSAND DOLLARS = \$ 65,000⁰⁰
(Lump Sum Price in Words)

32. For Rt 9 Water Main Replacement the unit price of

ONE HUNDRED TWENTY FIVE DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

820 l.f. x \$ 125⁰⁰ = \$ 102,500⁰⁰
(Unit Price in Figures)

33. For Rt 9 6" & 8" Water Main Cleaning and Lining, the unit price of

FIFTY DOLLARS = \$ 1/A
(Unit Price in Words)

per linear foot for an estimated quantity of

1,680 l.f. x \$ 50⁰⁰ = \$ 84,000⁰⁰
(Unit Price in Figures)

34. For Rt 9 12" Water Main Cleaning and Lining, the unit price of

FIFTY FOUR DOLLARS = \$ 1/A
(Unit Price in Words)

per linear foot for an estimated quantity of

3,300 l.f. x \$ 54⁰⁰ = \$ 178,200⁰⁰
(Unit Price in Figures)

35. For East Central 10" Water Main Cleaning and Lining, the unit price of

Fifty Five Dollars = \$ N/A
(Unit Price in Words)

per linear foot for an estimated quantity of

3,100 l.f. x \$ 55.00 = \$ 170,500.00
(Unit Price in Figures)

36. For Pit Flowable Fill, the unit price of

One Hundred Fifty Dollars = \$ N/A
(Unit Price in Words)

per cubic yards for an estimated quantity of

105 c.y. x \$ 150.00 = \$ 15,750.00
(Unit Price in Figures)

37. For Drain Replacement, the unit price of

Fifty Dollars
(Unit Price in Words)

per linear foot for an estimated quantity of

100 l.f. x \$ 50.00 = \$ 5,000.00
(Unit Price in Figures)

38. For Electronic Message Boards, the unit price of

THIRTY DOLLARS
(Unit Price in Words)

per day for an estimated quantity of

75 days x \$ 30.00 = \$ 2,250.00
(Unit Price in Figures)

39. For Line Painting, the unit price of

THREE DOLLARS
(Unit Price in Words)

per linear foot for an estimated quantity of

10,800 l.f. x \$ 3.00 = \$ 32,400.00
(Unit Price in Figures)

40. For Traffic Management, Rt 9 & Rt 27 the lump price of

Twenty Five Thousand Dollars = \$ 25,000⁰⁰
(Lump Sum Price in Words)

41. For Traffic Management, East Central and Town Forest the lump sum price of

Twenty Five Thousand Dollars = \$ 25,000⁰⁰
(Lump Sum Price in Words)

TOTAL BASE BID PRICE FOR BID COMPARISON

= \$ 1,789,890⁰⁰

One Million, Seven Hundred Eighty Nine Thousand, Eight Hundred Ninety Dollars
(Bid Price in Words)

ADDITIONAL ITEMS

- A1 For 10-inch Gate Valve, the unit price of

Five Thousand Dollars
(Unit Price in Words)

Per each for an estimated quantity of

10 ea. x \$ \$5,000 ⁰⁰/₁₀₀ = \$ 50,000⁰⁰
(Unit Price in Figures)

- A2 For Solid Sleeves, the unit price of

Seven Hundred Dollars
(Unit Price in Words)

Per each for an estimated quantity of

30 ea. x \$ \$700 ⁰⁰/₁₀₀ = \$ 21,000⁰⁰
(Unit Price in Figures)

- A3 For Fittings, the unit price of

Five Dollars ⁰⁰/₁₀₀
(Unit Price in Words)

Per pound for an estimated quantity of

$$\underline{900 \text{ lbs.} \times \$ 5.00} = \$ 4,500.00$$

(Unit Price in Figures)

A4 For Temporary Water Service, the lump sum price of

$$\underline{\text{THIRTY TWO THOUSAND DOLLARS}} = \$ 32,000.00$$

(Lump Sum Price in Words)

A5 For Pit Pipe 6" & 10", the unit price of

$$\underline{\text{One hundred Twenty Dollars}} =$$

(Unit Price in Words)

Per linear foot for an estimated quantity of

$$\underline{115 \text{ l.f.} \times \$ 120.00} = \$ 13,800.00$$

(Unit Price in Figures)

A6 For Miscellaneous Pits, the unit price of

$$\underline{\text{One hundred Dollars}} =$$

(Unit Price in Words)

Per cubic yard for an estimated quantity of

$$\underline{100 \text{ c.y.} \times \$ 100.00} = \$ 10,000.00$$

(Unit Price in Figures)

A7 For Bacon and East Central Cleaning and Lining, the unit price of

$$\underline{\text{Seventy Eight Dollars}} =$$

(Unit Price in Words)

Per linear foot for an estimated quantity of

$$\underline{2,500 \text{ l.f.} \times \$ 78.00} = \$ 195,000.00$$

(Unit Price in Figures)

A8 For Temporary and Permanent Pit Resurfacing

$$\underline{\text{One hundred Fifty Dollars}} =$$

(Unit Price in Words)

Per ton for an estimated quantity of

$$\underline{50 \text{ tons} \times \$ 150.00} = \$ 7,500.00$$

(Unit Price in Figures)

ADDITIONAL ITEMS

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid. Town will consider Base Bid amount first for award consideration. If funding is available for Base Bid plus all Additional Items for Bacon and East Central Street cleaning and lining, then award will be made on Base Bid plus Additional Item total.

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

STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has successfully accomplished similar ~~pipe-bursting~~ work in the following places:

1. Description of Project

Water Main Cleaning & Lining PER ADD #1 401
See Attached Pages

(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____

(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

2. Description of Project _____

(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____

(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

W. Walsh Company Completed Projects

YEAR	LOCATION	CLIENT	OWNER	TYPE OF WORK	CLIENT CONTACT	DOLLAR VALUE
2011	Woonsocket, RI	City of Woonsocket, RI	Manville Road Water Main Rehabilitation	Cleaned & Cement lined 3,500 lf of 12" Cast Iron Pipe Installed 950 lin ft of 20" DI Pipe	Chuck Adelberger (CDM) 401-751-5360	\$751,000
2011	East Providence, RI	City of East Providence	City of East Providence Contract CL-3	Cleaned & Cement lined 9,600 lf of 6" & 8" cast iron pipe; installed 2,800 ft of 8" & 6" DI	Erik Stadberg 401-435-7702	\$990,000
2011	Boston, MA	RJV Construction, Inc.	MVRA Contract 7099	Cleaned & Cement lined 1055 lf of 24 inch Cast Iron pipe & 1325 lf of 48 inch Cast Iron pipe	Joseph Pacella 781-821-1469	\$298,000
2011	Springfield, MA	P. Gioiese & Sons	Springfield Water and Sewer Commission Contract CA-1108-11	Cleaned & Cement lined 2,500 lf of 48" steel pipe & 3,300 lf of 36" steel pipe. Sliplined 2,700 lf of 24" HDPE into 36" River crossings on Connecticut River	Marco Gioioso 401-435-7702	\$700,000
2012	Wallingford, CT	Town of Wallingford, CT	2012 Water Main Cleaning & Lining Project	Cleaned & Cement lined 2560 lf of 12 inch Cast Iron pipe, 2570 lf of 18 inch CI pipe, & 830 lf of 10 inch CI pipe	Erik Krueger 203-949-2672	\$280,000
2012	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3900- lf of 12" and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$237,000
2012	Bristol, RI	Bristol County Water Auth.	Water Authority	Cleaned & Cement lined 2400- lf of 8" and 6" cast iron pipe	Ken Booth 401-245-2022	\$306,000
2013	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 7500 lf of 10", 8" and 12" cast iron pipe installed 1200lf 8inch Ductile Iron Pipe	Adrienne St. John 781-275-7605	\$906,000
2013	Providence, RI	Parkside Utility Construction	Providence Water Supply Board Contract(s) 3 & 4	Cleaned & Cement lined 5,600 lf of 6" & 8" cast iron pipe; provided rental of over 25,000 lf of Temporary bypass to GC	Daniel Rocha 401-938-1614	\$369,000
2013	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3000 lf of 10", 8", and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$187,000
2014	Bedford, MA	Town of Bedford	Town of Bedford	Cleaned & Cement lined 3000 lf of 10", 8", and 6" cast iron pipe	Adrienne St. John 781-275-7605	\$566,200
2014	Bristol, RI	Bristol County Water Auth.	Water Authority	Cleaned & Cement lined 8800- lf of 8" and 6" cast iron pipe	Ken Booth 401-245-2022	\$798,000
2014	Tiverton, RI	North Tiverton Fire District	North Tiverton Fire District	Cleaned & Cement lined 2200- lf of 6" cast iron pipe - Phase I	Paul St. Laurent 401-624-8432	\$215,000
2014	Bristol, RI	Bristol County Water Auth.	Water Authority	Installed Class IV Structural lining in 1700 lf of 6" AC pipe	Ken Booth 401-245-2022	\$419,500
2014	Hyannis, MA	Town of Barnstable Water Dept.	Town of Barnstable, DPW	Cleaned & Cement lined 12,500 lf of 16" cast iron pipe	Michael Gorenstein 508-775-0063	\$1,168,238

W. Walsh Company Completed Projects

YEAR	LOCATION	CLIENT	OWNER	TYPE OF WORK	CLIENT CONTACT	DOLLAR VALUE
2015	Manchester, NH	Manchester Water Works	Manchester Water Works	Cleaned & Cement lined 8,500 lf of 6" 8", 6" & 20" cast iron pipe	Guy Chahot 603-624-6494 x 303	\$675,240
2015	Tiverton, RI	North Tiverton Fire District	North Tiverton Fire District	Cleaned & Cement lined 2200- lf of 6" cast iron pipe - Phase II	Paul St. Laurent 401-624-8432	\$215,000
2015	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2015-2	Clean & Cement lining 43,400 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$9,600,000
2015	East Providence, RI	City of East Providence	City of East Providence Contract CL-4	Clean & Cement lining 49,600 lf of 6" 8" & 12" cast iron pipe; installed 15,400 ft of 12", 8" & 6" DI	Erik Skadberg 401-435-7702	\$5,675,000
2016	Pawtucket, RI	Pawtucket Water Supply Board	City of Pawtucket	Cleaned & Cement lined 26,000 lf of 6" thru 12" cast iron pipe. CL-6	Paul Kelly 401-729-5033	\$3,654,683
2016	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2016-11	Clean & Cement line 4,140 lf of 6" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$998,000
2017	Hyannis, MA	Town of Barnstable Water Dept.	Town of Barnstable, DPW	Cleaned & Cement line 4,200 lf of 8" cast iron pipe	Michael Gorenstein 508-775-0063	\$744,000
2017	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 1-17	Clean & Cement line 15,500 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$5,133,400
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 1-18	Clean & Cement line 12,350 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$3,189,990
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 2-18	Clean & Cement line 13,900 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$2,159,935
2018	Providence, RI	Providence Water Supply Board	Providence Water Supply Contract 3-18	Clean & Cement line 26,330 lf of 6" 8" & 12" cast iron pipe	Norman Ripstien 401-521-6300 x 7212	\$5,402,581

3. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

4. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

5. Description of Project _____
(Include type of project, total value of Contract, date of

of completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

NOTE: Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.

The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project, including but not limited to the subcontractor qualified as an Approved Concrete Specialty Contractor to do the concrete repairs.

A. _____

B. _____

The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

BIDDER: The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

Christopher Walsh Vice President 93 Wamsutter Rd Attleboro, MA 02703

William Walsh Pres & Treas 63 Lincoln Ave Attleboro, MA 02703

Queen Wade Secretary 1779 West St, Mansfield, MA 02048

This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporation or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be completed following this page.

The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage ratio and specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of this Contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it shall comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned, as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (O.S.H.A.), and all latest revisions thereto, and that this Bid is prepared on the basis of compliance with those requirements.

The undersigned, as Bidder, hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned, as Bidder, hereby certifies that all employees to be employed at the worksite shall 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 employees begin work. The undersigned, as Bidder, hereby certifies that if it is selected as Contractor, it shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned, as Bidder, hereby certifies that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

The undersigned, as Bidder, hereby certifies that he shall maintain records in reasonable detail which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 39R.

THIS BID SUBMITTED ON April 17 2019

By

Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

By

W. Walsh Company, Inc.

(Corporation Name)

Massachusetts

(State of Incorporation)

(Corporate Seal)

Attest

Caum Wade

(Secretary)

Business Address:

32 Walton Street

Attleboro MA 02703

Telephone Number:

(508) 226-4300

Email Address:

chris.walsh@wwalsh.com

Fax Number:

(508) 226-8449

TAX COMPLIANCE CERTIFICATION

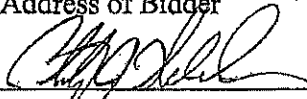
Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury
W. Walsh Company, Inc. has complied with all laws of the Commonwealth of Massachusetts
relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and
remitting of child support.

Name of Bidder

W. Walsh Company, Inc.
32 Walton Street
Attleboro MA 02703

Address of Bidder

By:


Signature

Christopher J. Walsh
Printed Name

Vice President
Printed Title

APRIL 17, 2019
Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.
4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.
5. Bidder, 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.

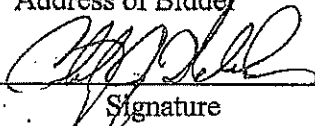
Name of Bidder

W. Walsh Company, Inc.

32 Walton Street
Attleboro MA 02703

Address of Bidder

By:



Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

April 17, 2019

Date

CERTIFICATE AS TO CORPORATE BIDDER

I, Colleen M Wade, certify that I am the Corporation Clerk of the corporation named as Bidder in the Bid included herein; that Christopher J Walsh, who signed said Bid on behalf of the Bidder was then Vice President of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street
Address of Bidder

Attleboro, MA 02703

508-226-4300
Telephone Number

By: Colleen M Wade
Signature

Colleen M Wade
Printed Name

Corporation Clerk
Printed Title

17 April 2019
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L., C.151B

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

W. Walsh Company, Inc.

Name of Bidder

32 Walton Street

Address of Bidder

Attleboro, MA 02703

508-226-4300

Telephone Number

By:



Signature

Christopher J Walsh

Printed Name

Vice President

Printed Title


April 17, 2019

Date

CERTIFICATE OF NON-DEBARMENT

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

W. Walsh Company, Inc.
(Company Name)

 Vice President
(Signature title)

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street, Attleboro, MA 02703
Address of Bidder

By: 
Signature

CHRISTOPHER WALSH
Printed Name

Vice President
Printed Title

4/17/2019
Date

CERTIFICATE OF FOREIGN CORPORATION

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c. 181, Section 4 to do business in the Commonwealth of Massachusetts.

N/A W. W. W. IS A MASSACHUSETTS CORP.

Name of Bidder

Address of Bidder

By: _____

Signature

Printed Name

Printed Title

Date

If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, Section 4, to do business in the Commonwealth.

CONTRACT INSURANCE REQUIREMENTS

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

W. Walsh Company, Inc.
Name of Bidder

32 Walton Street
Attleboro MA 02703
Address of Bidder

By: 
Signature

Christopher J. Walsh
Printed Name

Vice President
Printed Title

APRIL 17/2019
Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall 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; and that all employees to be employed in the work subject to this Bid 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.

W. Walsh Company, Inc.

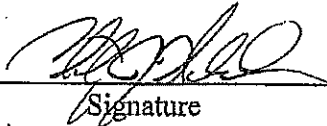
Name of Bidder

32 Walton Street

Attleboro MA 02703

Address of Bidder

By:



Signature

Christopher J. Walsh

Printed Name

Vice President

Printed Title

APRIL 17, 2019

Date

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO W-153

WATER MAIN REHABILITATION/REPLACEMENT RT 9 & RT 135

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

W. Walsh Company, Inc.

(Name of Contractor)

32 Walton Street, Attleboro, MA 02703

(Address of Contractor)

a corporation, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

Western Surety Company

(Name of Surety)

53 State Street, Suite 510, Boston, MA 02109

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

as OWNER in the total aggregate penal sum of

Five Percent of Bid Amount Dollars (\$5% of Bid Amount)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the Water Main Rehabilitation/Replacement Rt 9 & Rt 135 Project in Natick, Massachusetts.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

W. Walsh Company, Inc.
Principal

William M. Wade
(Principal Secretary)

(SEAL)(s)

By [Signature]
Signature

[Signature]
Printed Name Christopher Walsh

Vice President

Printed Title

32 Walton Street,
Attleboro, MA 02703
(Address)

32 Walton Street,
Attleboro, MA 02703
(Address)

ATTEST:

Clare C. Wanan
(Witness as to Surety)

141 Longwater Dr., Suite 203
Norwell, MA 02061
(Address)

Western Surety Company
(Surety)

By George G. Powers
Attorney-in-Fact Signature

George G. Powers
Printed Name

Attorney-in-Fact
Printed Title
141 Longwater Dr., Suite 203
Norwell, MA 02061
(Address)



If Contractor is partnership, all partners should execute Bond.

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Massachusetts.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George G Powers, Martin L Donovan, Timothy P Lyons, Claire A Cavanaugh, John C Driscoll, Dennis Driscoll, Tyler Martin, George N Powers, Individually

of Norwell, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 29th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of April 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.