

# 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

Gregory Eldridge, P.E., Vice President, Haley & Ward

FROM: Bryan R. Le Blanc, Procurement Officer

**DATE:** January 6, 2020

SUBJECT:

**CONTRACT AWARD** 

W152 – Elm Bank Scrubber

On December 12, 2019, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the Elm Bank Scrubber work in the Town of Natick, Massachusetts. Bids were received from three (3) bidders. (See attached.)

Dankris Builders Corp., 6 High Street, Unit 1, Plainville, MA 02762 ("Dankris") is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Dankris for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$130,600.00, as provided for in Dankris' bid. We have reviewed the bids received and have checked the references and qualifications of Dankris. 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. Dankris' bid is in accordance with our estimate; it has pledged to stand by its number.

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

Bids Received:	12/12/19
Newspaper Advertisement (Metrowest Daily News):	11/15/19
Town Hall Posting:	11/12/19
Website Posting:	11/12/19
Central Register:	11/20/19
COMMBUYS Posting:	11/12/19

Funding:

Account No. 655405-586500 (\$154,200). FATM 17 (9)(C)

Bids Received: See attached.

### Haley and Ward, Inc.

Civil and Environmental Engineers

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

December 17, 2019

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-152

Dear Mr. Comeau,

On December 12, 2019, three (3) bids were received for Contract W-152 entitled "Elm Bank Chlorine Scrubber". We are attaching a Canvass of Bids and have summarized the total bid amounts below:

		Base Bid
1.	Dankris Builders Corp.	\$130,600.00
2.	R.H. White	\$220,000.00
3.	WES Construction	\$654,000.00

The bid submitted by Dankris Builders was in order and they provided the required Certificate of Contractor Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM). The DCAMM certificate approves Dankris Builders as a Prime/General Contractor for pump station and water treatment plant projects as required by this project.

We also called three (3) project references for Dankris Builders Corp. and the responses received were positive with all indicating they would recommend Dankris Builders Corp. for more work and did not identify any issues that would negatively impact this project. Additionally, Dankris Builders Corp. has successfully completed previous projects for Natick at the Elm Bank Water Treatment Plant and the Tonka Water Treatment Plant.

We feel, based on the DCAMM certificate, positive reference check and completed projects list, that Dankris Builders Corp. 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 Danrkis Builders Corp. appears to be in order and is within available funding.

Please review the bid results and this letter, if the Town accepts the low bid of Dankris Builders Corp., 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

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### **AGREEMENT**

THIS AGREEMENT made this <u>fwentie</u> Hay of <u>January</u> in the year 20 by and between the Town of Natick, Massachusetts having an address of Natick Town Hall, 13
year 2020 by and between the Town of Natick, Massachusetts having an address of Natick Town Hall, 13
East Central Street, Natick, MA 01760, (hereinafter called OWNER), by its Board of Selectmen, and
Pan Kris Builders CORP. having an address of
having an address of  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 will commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein.
- 1.2 The work consists of furnishing and installing the Elm Bank chlorine scrubber, including removal of existing Chloride dioxide equipment and components, installation of discharge air duct work, louver and shutter, relocation of current chlorine gas system equipment, and building modifications.
- 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 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 the work required by the Contract Documents in accordance with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete within one hundred and seventy five (175) consecutive calendar days after the date when the Contract Time commences to run in accordance with the Notice to Proceed and will be completed and ready for final payment within one hundred and eighty five (185) consecutive calendar days after the date when the Contract Time commences to run in accordance with the Notice to Proceed.

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 the time in paragraph 3.1 of this section for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work, within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Eight Hundred dollars (\$800.00) for each day that expires after the time 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, OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL CONTRACT PRICE (\$ 130, 600, 00)	
A. ILLINDED THIRTY THOUSAND SIX HUNDREDAN	00/100 LLARS

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

### ARTICLE 5. PAYMENT PROCEDURES

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.

- 5.1. 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.
- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

### 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 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 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 4.2 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 4.3 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") (pages 1 to 10, inclusive).
- 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 as listed in table of contents.
- 8.12 Drawings, consisting of a cover sheet and sheets numbered: CVR, D1, A1 and M1

with each sheet bearing the following general title:

Town of Natick, Massachusetts Board of Selectmen

Elm Bank Chlorine Scrubber Contract No. W-152

- 8.13. Addenda numbers \_\_\_ to \_\_\_, inclusive.
- 8.14 Change Order (s)

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 paragraphs 3.4 and 3.5 of the General Conditions.

### ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall compensate the Town for all damage to Town of Natick property of any nature arising out of CONTRACTOR's work. 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 CONTRACTOR or its subcontractor(s) of their obligations under this Contract, or the act or omission of CONTRACTOR, its subcontractor(s), 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 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 CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

### **ARTICLE 10: INSURANCE**

- 10.1 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) calendar 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 CONTRACTOR from any duty or responsibility under the Contract Documents.
- 11.2. This Agreement shall be binding upon 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.
  - 114 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.
- 11.6 CONTRACTOR shall provide, to the satisfaction of OWNER, adequate supervision of all work performed under this Agreement.
- 11.7 This Agreement shall be guided by the Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. The goal for Affirmative Action is five percent (5%) minority workforce. CONTRACTOR shall take all affirmative steps necessary to achieve these goals, and shall provide required reports.
- 11.8 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. 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 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 CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of CONTRACTOR'S work.
- 11.11 The Town of Natick may defer payment to 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 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 of any breach hereof by CONTRACTOR.
- 11.13 CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the Town of Natick and 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 CONTRACTOR or by any guarantor of CONTRACTOR for the benefit of creditors, or if a petition is filed by CONTRACTOR or by any guarantor of 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 CONTRACTOR and such involuntary petition

is not discharged within ninety (90) calendar days thereafter, in any event the Town may terminate this Contract upon written notice to 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 OWNER may terminate this Contract upon written notice to 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, 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	CONTRACTOR: Dan Kris Builders Co Printed Name of CONTRACTOR	RI
By: The Natick Board of Selectmen	By: Signature	
Michael J. Hickey, Jr. Chairman	Line Bacil	
Susan G. Salamoff, Vice-Chairman	Luke Baril Printed Name President	
Jonathan H. Freedman, Clerk	Printed Title	
Karen Adelman-Foster		
Richard P. Jennett, Jr.	<u> </u>	
Dated:	Dated:	

	[ CORPORATE SEAL ]
	Attest
Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	President
Natick Town Hall	Dan Kris Builders Corp.
13 East Central Street	6 HIGH STREET
Natick, MA 01760	DNITI PLATNVILLE, MAOZ762
In accordance with the requirements of Mappropriation in the amount of this CONTRACT Selectmen is authorized to execute this CONTRACT orders.	E OF APPROPRIATION  A.G.L. Chapter 44, Section 31C, this is to certify that an is available therefor, and that the Natick Board of ACT and to approve all requisitions and execute change
Arti P. Mehta Comptroller	Date
APPROVED AS TO FORM ONLY (AND NOT	AS TO SUBSTANCE):
Karis L. North, Esq.	Date

### CERTIFICATE OF VOTE

I,(Clerk	(/Secretary)	Secretary) , hereby certify					
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	tify that at a meeting of t						
	20, at which meeting		•				
unanimously pas	ssed:						
	thorize and empower eit	her		<del>.</del>			
(Name)	(Title);						
(Name)	(Title)	_; or					
(Name)	(Title),	anna.					
any o	ne acting singly, to execu	ute all contracts and bon	ds on behalf of the	Corporation.			
	that the above vote is sti d or modified in any resp		day of	, 20	_ and has		
	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.)

### INDEX

### BID FORM FOR GENERAL BID

DESCRIPTION	PAGE NUMBER
Bid	00300-1/3
Signature Page	00300-5
Contractor's Certification	00300-6
Certificate of Non-Collusion	00300-7
Certificate of Non-Debarment	00300-8
Tax Compliance Certification	00300-9
Conflict of Interest Certification	00300-10
Certificate as to Corporate Bidder	00300-11
Certificate of Foreign Corporation	00300-12
OSHA Certification	00300-13
Bid Bond	00310-1/3

provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned 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; 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; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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 Laws or any rule or regulation promulgated thereunder.

The Bidder 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.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that it has reviewed the insurance requirements contained in the Contract Documents and certifies that it can meet them. The Bidder also certifies its completion of the attached Contractor Certification forms.

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the amount of five (5%) percent of PROPOSED CONTRACT PRICE appearing in Paragraph 4 above, and in a form as described in the Instructions to Bidders.
- (b) A copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required.
  - (c) An update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the applicable EEO/AA provisions of this Contract. The Bidder receiving the award of the Contract shall be required to obtain from each of its

### CONTRACTOR'S CERTIFICATION

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:

DANKRIS BUILDIENS CONP
Name of the General Contractor
Certifies that:
1. It intends to use the following listed construction trades in the work under Contract:
MASONS
CARPENTERS
LABONEN)
2. It shall comply with the minority workforce ratio and specific affirmative action steps contained herein; and
3. It shall 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's certification required by this bid conditions.
DANKLIS BUILDEN CONP Name of Contractor 6 HIGH STREET
PLAINUICUE, MA. 02767 Address of Contractor
By: Signature
LUICE BARIC Printed Name

### 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.

DANKERIS BUILDERS CONP
Name of Bidder
6 HIGH STREET
PLAINUILLE, MA. 02767
Address of Bidder
By:
Signature '
LUKE BALIC
Printed Name
PRESIDENT
Printed Title
12/12/19
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.

Name of Bidder

DANKRIS BUILDENS 6 HIGH STREET

PLAIN VICLE, MA. 02767 Address of Bidder

By:

LUKE BARIC Printed Name

#### 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 Bidder named below understands that 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. The Bidder understands that the 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 Bidd	er		
DAN	KRIS BUI	LDEAS (	CONP
6 H	HGH STRE FINULCUS	5/27	
PLA	7 IN UI CC	EMA.	02768
Addre	ss of Bidder		
By:		1/1/	1
•	Signature	/	/
	LUKE B. Printed Name	ARIC_	
	Printed Title	=act	
	12/12/19 Date		



#### CERTIFICATE OF FOREIGN CORPORATION

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

By: Signature  Printed Name  Printed Title  Date  (Company Name)					(00mp	
Printed Name  Printed Title					(Comp	any Name)
Printed Name  Printed Title						
Signature Printed Name	D	Pate				
Signature Printed Name	P.	rinted Title				
Signature	Ξ					
By: Signature	$\overline{\mathbf{P}}$	rinted Name				
By:	ა	ngnature				
	By:	Sanatura	<del></del>			
Address of Bidder	Address	of Bidder				

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. Chapter 181, Section 4, to do business in the Commonwealth.

### **AEGIS SECURITY INSURANCE COMPANY**

2407 PARK DRIVE, SUITE 200, P.O. BOX 3153 HARRISBURG, PA 17110 (717) 657-9671 FAX:(717) 657-5837

#### **BID BOND**

Approved by The American Institute of Architects, A.I.A. Document No. A 310 February 1970 Edition

KNOWN ALL MEN BY THESE PRESENTS, that we Dankris Builders Corp. of

6 High Street – Unit #1, Plainville, MA 02762 as Principal, hereinafter called the Principal, and the AEGIS SECURITY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania with Administrative Offices at 2407 Park Drive, Suite 200, Harrisburg, Pennsylvania, 17110, as Surety, hereinafter called the Surety, are held firmly bound unto <a href="Town of Natick">Town of Natick</a>, 75 West Street, Natick, MA 01760 hereinafter called the Obligee, in the sum of <a href="Five Percent (5%)">Five Percent (5%) of the Total Amount Bid Dollars (\$--5%---)</a>, for the payment of which sum well and truly to be made, and the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_Elm Bank Chlorine Scrubber.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance if such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the presence of:

(Seal)

By:

Luke Baril, President

(Frincipal)

Witness:

By:

Marcia S. Dacey

AEGIS SECURITY INSURANCE COMPANY (Seal)

(Surety)

Michael T. Dacey, Attorney-in-Fact



#### -CHARLES D. BAKER GOVERNOR

KARYN E. POLITO LIEUTENANT GOVERNOR

### The Commonwealth of Massachusetts

Executive Office for Administration and Finance Division of Capital Asset Management and Maintenance

One Ashburton Place

Boston, Massachusetts 02108

Tel: (617) 727-4050 Fax: (617) 727-5363 MICHAEL J. HEFFERNAN SECRETARY, ADMINISTRATION & FINANCE

CAROL W. GLADSTONE COMMISSIONER

# First Amended and Restated Prime/General Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0392

This Amended and Restated Certificate Shall be Used for Submitting Prime/General Bids Only

The prior Certificate of Contractor Eligibility with an Approval Date of 3/27/2019 is hereby superseded, amended and restated by this Certificate with changes to the information contained in the following Section(s):

•					8
1. CERTIFICATION P	ERIOD:	This Certificate	s valid from 3/2	7/2019 to	3/26/2020
2. CONTRACTOR'S N	IAME:	Dankris Building Corp.			
3. CONTRACTOR'S A	DDRESS:	6 High Street, Ur	it 1, Plainville, 1	MA 027	62
4. WORK CATEGORI	ES:	This Contractor is cert Chapter 149A and Cha	ified to file bids unde apter 25A in the follo	r Massacht wing checke	usetts General Laws Chapter 149, ed Categories of Work:
Alarm Systems Asbestos Removal Deleading Demolition Doors & Windows Electrical Electronic Security Systems	☐ Exterio ☐ Fire Pro ☐ Floor C ☑ Genera	Management Systems r Siding otection Sprinkler Systems covering at Building Construction cal Building Restoration	Historical Mason     Historical Paintin     Historical Roofin     HVAC     Masonry     Mechanical Syste     Modular Construct	g g ems	Painting Plumbing Pumping Stations Roofing Sewage & Water Treatment Pla Telecommunication Systems Waterproofing
5. EVALUATIONS:		Number of Projects	Evaluated:	26	
		Average Project Eva Number of Projects 1	<del></del>	95 e: 0	•
6. PROJECT LIMITS:		Single Project Limit Aggregate Work Lin General Building Co	it (AWL):	\$1,884,0 \$6,000,0 \$1,884,0	00.00
7. SUPPLIER DIVERSI		•		, ,	,
					5/10/2019
Brian McPherson for Carol W. Glac	, Director o Istone, Con	f Access and Opportuni	ty,		Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months

PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials KT

## NATICK, MASSACHUSETTS BOARD OF SELECTMEN

### CONTRACT NO. W-152

### ELM BANK CHLORINE SCRUBBER

### CANVASS OF GENERAL BIDS RECEIVED - THURSDAY, DECEMBER 12, 2019

DESCRIPTION	Dankris Builders 1 <sup>ST</sup> LOW BIDDER	R.H. White 2 <sup>ND</sup> LOW BIDDER	WES Construction 3 <sup>RD</sup> LOW BIDDER
Total Bid Amount General Contract	\$130,600	\$220,000	\$654,000

A true summary of bids received

HALEY AND WARD, INC.

Gregory J. Eldridge, P.E.

Vice President



### William Francis Galvin Secretary of the Commonwealth of Massachusetts



### **Corporations Division**

### **Business Entity Summary**

ID Number: 042772259

Request certificate

New search

Summary for: DANKRIS BUILDERS CORP.

The exact name of the Domestic Profit Corporation: DANKRIS BUILDERS CORP.

Entity type: Domestic Profit Corporation

Old ID Number: 000186789 Identification Number: 042772259

Date of Organization in Massachusetts:

10-18-1982

Last date certain:

Previous Fiscal Month/Day: 12/31 Current Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 6 HIGH ST., UNIT 1

City or town, State, Zip code,

PLAINVILLE, MA 02762 USA

Country:

The name and address of the Registered Agent:

JO-ANN BARIL Name: Address: 6 HIGH STREET

City or town, State, Zip code,

PLAINVILLE, MA 02762 USA

Country:

### The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	LUKE BARIL	6 JASONS GRANT DR. CUMBERLAND, RI 02864 USA
TREASURER	JO-ANN BARIL	12 BOW ST. PLAINVILLE, MA 02762 USA
SECRETARY	JO-ANN BARIL	12 BOW ST. PLAINVILLE, MA 02762 USA
VICE PRESIDENT	DENNIS G. BARIL	12 BOW ST. PLAINVILLE, MA 02762 USA
DIRECTOR	LUKE BARIL	6 JASONS GRANT DR. CUMBERLAND, RI 02864 USA
DIRECTOR	JO-ANN BARIL	12 BOW ST. PLAINVILLE, MA 02762 USA
DIRECTOR	DENNIS G. BARIL	12 BOW ST. PLAINVILLE, MA 02762 USA

Business entity stock is publicly traded:

#### ADDENDUM NO. 1

#### DATED

**DECEMBER 10, 2019** 

### NATICK, MASSACHUSETTS BOARD OF SELECTMEN

#### CONTRACT NO. W-152

#### ELM BANK CHLORINE SCRUBBER

### TO ALL BIDDERS OF RECORD:

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-151. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

Section 00300 BID Delete Section 00300 BID and Insert the attached 00300 BID pages

December 5, 2019 Pre-bid meeting was held at the site, and three (3) contractors were represented. The following questions were asked.

- Q1. Who is responsible for removing door access switch above door and touch pad outside door?
- A1. The town will remove and re-install the electrical conduit and conductors and access switches and pads, where required.
- Q2. Can the unit be installed through the interior window?
- A2. The window is approximately 48" x 48". The window could be removed along with concrete masonry units to facilitate installation through window. Any electrical or instrumentation equipment will be removed and reinstalled by Town to facilitate this installation location. If this option is selected by the contractor, the exterior door and frame would still require replacement.

Clarification for the Chlorine Sensor work.

- 1. The proposed chlorine sensor shall have an output alarm contact designed for connection to the chlorine scrubber control panel, auto circuit, for scrubber shutdown on chlorine gas detected in discharge air duct.
- 2. The Town's electrician will install required conduit and conductors to connect the proposed chlorine sensor to the chlorine receiver and to the chlorine scrubber control panel. The contractor is responsible for all other work including but not limited to mounting, programming, testing and training for the chlorine sensor and receiver.
- 3. The existing chlorine sensor will be connected to the chlorine scrubber to provide the start signal. The chlorine scrubber shall be provided with all required inputs and outputs required for the Town's connections.

The chlorine scrubber unit physical size is approximate. Actual size of unit to be confirmed by Contractor.

END OF ADDENDUM #1

### **INDEX**

### BID FORM FOR GENERAL BID

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Contract Insurance Requirements	00300-6
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Certificate of Non-Debarment	00300-8
Tax Compliance Certification	00300-9
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OSHA Certification	00300-13
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### NATICK, MASSACHUSETTS BOARD OF SELECTMEN

### CONTRACT NO. W-152

#### ELM BANK CHLORINE SCRUBBER

#### BID FORM FOR GENERAL BID

To the Awarding Authority: Town of Natick, Massachusetts

Board of Selectmen Natick Town Hall 13 East Central Street Natick, MA 01760

The undersigned Bidder proposes to furnish all labor and materials required for the Elm Bank Chlorine Scrubber in Natick, Massachusetts, in accordance with the accompanying plans and specifications prepared by Haley and Ward, Inc. for the Contract price specified below, subject to additions and deductions according to the terms of the specifications.

A.	This bid includes addenda numbered	•	
В.	The Proposed Contract Price is:		dollars
		(use words)	
	(\$		
	(price in figure	s)	

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price;

provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned 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; 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; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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 Laws or any rule or regulation promulgated thereunder.

The Bidder 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.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that it has reviewed the insurance requirements contained in the Contract Documents and certifies that it can meet them. The Bidder also certifies its completion of the attached Contractor Certification forms.

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the amount of five (5%) percent of PROPOSED CONTRACT PRICE appearing in Paragraph 4 above, and in a form as described in the Instructions to Bidders.
- (b) A copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required.
  - (c) An update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the applicable EEO/AA provisions of this Contract. The Bidder 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 will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA Contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects *bona fide*, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof. M.G.L. c. 149 §44D (1)(b).

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provision of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.

THIS BID SUBMITTED ON	20	
Name of General Bidder (Bidder):		
D		
By Signature		-
Printed Name		Appendix Application of the Control
Printed Title		
(Corporate Seal)		
Attest(Secretary)		
Business Address:		
Phone Number: ( )		
E-mail Address:		
Fax:		

### CONTRACTOR'S CERTIFICATION

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:

Certifies		ame of the General Contractor
1.	It intends to use the follo	owing listed construction trades in the work under Contract:
2.	It shall comply with the contained herein: and	minority workforce ratio and specific affirmative action steps
3.	contracting or administe	of its subcontractors and submit to the ring agency prior to the award of any subcontract under this tor's certification required by this bid conditions.
Name	e of Contractor	-
Addr	ess of Contractor	-
Ву:	Signature	_
	Printed Name	_
	Printed Title	-
	Date	-

### CERTIFICATE OF NON-COLLUSION

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

Name	e of Bidder	
		·
Addr	ess of Bidder	
By:		
•	Signature	
	Printed Name	
	Printed Title	
	Date	

### CONTRACT INSURANCE REQUIREMENTS

The undersigned certifies that he/she is aw willing and able to furnish the required ins compliance with these requirements.	are of the insurance requirements of this Contract and he/she is urance as specified, and that this Bid is prepared on the basis of
Name of Bidder	
Address of Bidder	
By: Signature	
Printed Name	
Printed Title	
Date	<u></u>

### 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.

Name	e of Bidder	
Address of B	iddae	······································
Address of D	riddei	
***************************************		
Telephone N	umber	
By:		
	Signature	
	Printed Name	
	* * * * * * * * * * * * * * * * * * * *	
	Printed Title	
	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.

Name	of Bid	der	
	Addre	ess of Bidder	
	Ву:	**************************************	
		Signature	
		Printed Name	
		Printed Title	
		Date	

### TAX COMPLIANCE CERTIFICATION

that	_	Section 49A, the undersigned hereby certifies under penalty of perjury has complied with all laws of the Commonwealth of Massachusetts
relating to taxe child support.	es, to the reporting o	f employees and contractors, and to the withholding and remitting of
Name of Bidd	er	
Addres	ss of Bidder	
Ву:	Signature	
	Printed Name	
	Printed Title	
	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 Bidder named below understands that 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. The Bidder understands that the 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	
Ā	Address of Bidder	,
E	Ву:	
	Signature	
	Printed Na	me
	Printed Tit	le
	Date	

### CERTIFICATE AS TO CORPORATE BIDDER

I,	certify	that I am the	of the corporation named
as Bidder in	the Bid included here	in; that	, who signed said Bid on behalf of the Bidder
was then	of said co	orporation; that I k	now his signature; that his signature thereon is
genuine and	that said Bid was duly	y signed, sealed an	d executed for and in behalf of said corporation by
authority of i	its governing body.		
		(Corporate Sea	.1)
		Secretary-Cleri	k
Dated:		announce of the second of the	
Name of Bid	der		
Addre	ess of Bidder		
By:			
-	Signature		
	Printed Name		
	Printed Title		
	Date		

### CERTIFICATE OF FOREIGN CORPORATION

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

of Bido	101	···	
Addre	ess of Bidder	_	
Ву:	Signature	_	
	Printed Name	_	
	Printed Title		
	Date		
			(Company Name)
			(Signature/Title)

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. Chapter 181, Section 4, to do business in the Commonwealth.

## 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 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; 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.

Name	e of Bid	lder	
	Addr	ess of Bidder	
	Ву:	Signature	
		Printed Name	
		Printed Title	
		Date	



#### 

### Addendum No. 1 - NAT-463 Contract No. W-152, Elm Bank Chlorine Scrubber

2 messages

Libby McCormick < Imccormick@haleyward.com> To: Libby McCormick < Imccormick@haleyward.com> Cc: Gregory Eldridge < GEldridge@haleyward.com>

Tue, Dec 10, 2019 at 9:32 AM

Good Morning,

Attached please find Addendum No. 1 for the above referenced project.

Please let me know if you have any questions.

Thank you,

#### **Libby McCormick**

Office Administrator

#### HALEY AND WARD, INC.

63 Great Road, Suite 200

Maynard, MA 01754

978.648.6025 x102

lmccormick@haleyward.com

www.haleyward.com

Addendum No 1 NAT-463 W-152 Elm Bank scrubber.pdf 189K

Bryan Leblanc <br/> <br/> bleblanc@natickma.org>

Tue, Dec 10, 2019 at 9:40 AM

To: Libby McCormick < Imccormick@haleyward.com>

Cc: Gregory Eldridge <GEldridge@haleyward.com>, "Bill Chenard," <chenard@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, Anthony Comeau <acomeau@natickma.org>

Good morning.

Per our conversation, this is to confirm my understanding that Haley & Ward will be distributing Addendum 1 to Bidders.

-Bryan Le Blanc

[Quoted text hidden]

Bryan R. Le Blanc Procurement Officer Town of Natick 75 West Street Natick, MA 01760

bleblanc@natickma.org (508)-647-6438

Addendum 1 121019.pdf 233K