

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

RIGHTS-OF-WAY PRODUCT APPLICATION

BIDS DUE:

March 2, 2020, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed Bids for rights-of-way product application for a one (1)-year contract, with two (2) one (1)-year options for renewal (at the sole discretion of the Town). The Invitation for Bids ("IFB") may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on February 10, 2020. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Rights-of-Way Product Application – Bid," will be received until **11:00 A.M., March 2, 2020**, at the Procurement Office, c/o Natick Public Works, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. Award shall be subject to appropriation and vote of the Natick Board of Selectmen.

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter "the Town") invites the submission of sealed Bids for rights-of-way product application for a one (1)-year contract, with two (2) one (1)-year options for renewal (at the sole discretion of the Town). For a full description of such services, please refer to Section 3 of the Invitation for Bids ("IFB").

Copies of the IFB may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on February 10, 2020.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on February 24, 2020. Questions may be submitted to bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids, contained in sealed envelopes marked, "IFB: Provision of Rights-of-Way Product Application" will be received until **11:00 A.M. local time, March 2, 2020**, at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open.

Each Bid shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

The Town **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of any contract awarded by the Town. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely the IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if its Bid is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR RIGHTS-OF-WAY PRODUCT APPLICATION-BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference will be held.

Questions concerning this IFB or its conditions may be addressed to:

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on February 24, 2020. Questions may also be submitted at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

III. BACKGROUND

Any contract awarded pursuant to this IFB shall be for one (1)-year and shall be subject to two (2) one (1)-year options, each exercisable at the sole discretion of the Town.

Pursuant to this IFB, the Town of Natick seeks invitations for bids to apply herbicides within and along the boundaries of Rights of Way that are under the care, custody and control of the Town of Natick, consisting in their entirety of one hundred twenty-eight (128) miles of roadways, one hundred forty (140) miles of sidewalks, and three and one-half (3.5) miles of rail trail all with variable widths.

All herbicide applicators must be appropriately certified by the Massachusetts Department of Agricultural Resources, or licensed by the Department and working under the on-site supervision of an appropriately certified applicator for the purpose of clearing or maintaining a Right of Way. (333 CMR 11.00)

The Successful Bidder shall apply herbicides as directed by the Public Works Division Supervisor in a manner consistent with the Vegetation Management Plan and Yearly Operational Plan (YOP) approved by the Massachusetts Department of Agricultural Resources and all applicable product

labels, Federal Law and State Law. Rights of Way chosen for application and total linear mileage are subject to Massachusetts Department of Agricultural Resources YOP approval and Division operational budget funding.

Rights of Way Materials List

Trade Name	Active Ingredient	EPA Reg #	Application Rate
Round Up Pro	Glyphosate	524-475	Lowest Labeled Rate for Appropriate Site
Razor	Glyphosate	228-366	Lowest Labeled Rate for Appropriate Site
Razor-Pro	Glyphosate	228-366	Lowest Labeled Rate for Appropriate Site
Rodeo	Glyphosate	62719-324	Lowest Labeled Rate for Appropriate Site
Garlon 4	Triclopyr, Butoxy Ethyl Ester	62719-40	Lowest Labeled Rate for Appropriate Site
Garlon 4 Ultra	Triclopyr, Butoxy Ethyl Ester	62719-527	Lowest Labeled Rate for Appropriate Site

The Natick Department of Public Works will designate and appropriately mark sensitive areas, including Limited Use Areas and No Spray Zones.

For estimating purposes only, Bidder shall assume twenty-five (25) miles of roadway, fifty (50) miles of sidewalk and two and one-half (2.5) miles of rail trail (total of 77.5 miles) will be treated in each year. However, said amount is not guaranteed. The Successful Bidder shall only be paid at the above rate for miles of product actually applied by said Bidder.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the

requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

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

IV. BID SUBMISSION REQUIREMENTS

Each Bidder shall submit the following with his/her/its Bid:

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing the services specified in this procurement. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town-approved Foreman with three (3) years' experience.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Bidder (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Bid documents.
- 8) A statement of business experience and references.

V. SELECTION CRITERIA

In order to be considered a responsible and responsive Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section IV(1) above.

VI. BID SUBMISSION

Five (5) copies of the Bid shall be submitted by 11:00 A.M. LOCAL TIME, March 2, 2020, to this address:

Town of Natick
Procurement Officer

Natick Public Works
75 West Street
Natick, MA 01760.

After this time they will be opened in confidence. **Bids received after that date and time will be rejected.**

VII. SELECTION PROCESS AND AWARD

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30B, §5, the Town will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder (at the lowest rate) for providing rights-of-way product application in the Town of Natick. For estimating purposes only, Bidder shall assume twenty-five (25) miles of roadway, fifty (50) miles of sidewalk and two and one-half (2.5) miles of rail trail (total of 77.5 miles) will be treated in each year. However, said amount is not guaranteed. The Successful Bidder shall only be paid at the above rate for miles of product actually applied by said Bidder.

Nothing in this IFB will compel the Town to award a Contract, or to use the Successful Bidder for herbicide treatment. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

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

VIII. COMPLIANCE WITH LAWS

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of

this Lease and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. CRIMINAL BACKGROUND SCREENING

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

XIV. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building.

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Bidder

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H – Contract

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

The undersigned hereby submits a sealed Bid for rights-of-way product application in the Town of Natick.

Printed Name of Bidder: _____

Address: _____

The Bidder hereby acknowledges addenda numbers _____. Write out each addendum. For three (3) addenda issued, for example, write out "1, 2, and 3." Do not write "3" or "1-3."

The Bidder hereby pledges to deliver the complete scope of services per mile for rights-of-way product application for the initial one (1)-year term:

_____ dollars and _____ cents (\$_____) PER
MILE

WRITE OUT WORDS

WRITE OUT NUMBER

(IN THE CASE OF A DISCREPANCY BETWEEN WORDS AND NUMBERS, THE WORDS SHALL GOVERN.)

(Note that each renewal term (at the sole discretion of the Town) will be at the same above rate).

For estimating purposes only, Bidder shall assume twenty-five (25) miles of roadway, fifty (50) miles of sidewalk and two and one-half (2.5) miles of rail trail (total of 77.5 miles) will be treated in each year. However, said amount is not guaranteed. The Successful Bidder shall only be paid at the above rate for miles of product actually applied by said Bidder.

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Town will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder (at the lowest rate) for providing rights-of-way product application in the Town of Natick.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing the services specified in this procurement. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town-approved Foreman with three (3) years' experience.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

The award of any contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION**

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this IFB.
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 a Contract pursuant to this IFB upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.
5. Bidder understands that the Bidder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law. _____

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title _____

Date

TOWN OF NATICK

ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid; that _____, who signed said Bid on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

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 Bid on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F

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

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT H
CONTRACT**

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Rights-of-Way Product Application
in the Town of Natick

This Contract is made this _____ day of _____, 2020, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

The Contractor shall provide water treatment and analysis services for rights-of-way product application in the Town of Natick, as set forth in the Invitation for Bids for Rights-of-Way Product Application in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

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

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

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

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

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/rates set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

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

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

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

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

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

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

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way

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relating to this Contract or anything done in pursuance thereof.

6. **Warranty**

DELETED – NOT APPLICABLE.

7. **Compliance with Laws**

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

8. **Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance – DELETED/NOT APPLICABLE.
- e. Environmental/Pollution Liability Insurance (Including, without

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limitation, Herbicide/Pesticide Liability) - \$2,000,000 aggregate limit. This coverage shall remain in effect for six (6) years after the expiration of the Contract term. If the environmental/pollution liability insurance policy is a claims-made policy, there shall also be an extended reporting period for six (6) years after the termination of the policy.

- f. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- g. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.
- h. All certificates and policies shall contain the following provision:

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

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insurer, and does not have a current Best's rating of A or better.

1. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Natick and with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and

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conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this

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

18. Delays/Force Majeure

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this

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Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

- . Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: William D. Chenard
Deputy Town Administrator - Operations
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

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21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with

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any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such

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assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left intentionally blank.]

**Town of Natick, Massachusetts
Contract for Rights-of-Way Product Application
in the Town of Natick**

The Town of Natick, Massachusetts

(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.,

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31, that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting
_____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 2020, at which meeting all Directors were present and voting, the following vote was unanimously passed:

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

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

I, further certify that the above vote is still in effect on this, the _____ day of _____, 20____, and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

Arthur Goodhind
Natick Public Works
75 West Street
Natick MA 01760

January 13, 2020

Re: Notice of Approval of VMP pursuant to 333 CMR 11.05(5)(c)

Dear Mr. Goodhind:

Pursuant to 333 CMR 11.05(5)(c), notice is hereby given that the **Vegetation Management Plan (VMP), Town of Natick as modified and recommended for approval by the ROW Advisory Panel has been approved.**

This approval is subject to the Massachusetts Pesticide Control Act, M.G.L. c. 132B, and all provisions of 333 CMR 11.00. It will remain in effect beginning from the date of this approval through December 31, 2023, unless suspended, revoked, or modified prior to this date.

Please be advised that any violations of M.G.L., c.132B or the regulations promulgated thereunder, 333 CMR 1.00 through 14.00, may subject the responsible party or parties to legal action as set forth in M.G.L., c.132B.

Please contact Clayton L. Edwards, ROW Coordinator, with any questions. Thank you.

Sincerely,

John Lebeaux
Commissioner

Town of Natick, MA 2020-2024

VEGETATION MANAGEMENT PLAN

This Vegetation Management Plan submitted to the Department of Agricultural Resources pursuant to the Rights of Way Management Regulations (333 CMR 11.00), has been reviewed and is recommended for adoption in the named municipality. The undersigned hereby acknowledges to adopt and comply with the conditions of the Vegetation Management Plan. The Vegetation Management Plan will be effective for five years unless sooner modified or revoked by the Department.

MUNICIPALITY: Town of Natick

PLAN TYPE: Vegetation Management Plan VMP

PLAN AUTHOR: Arthur Goodhind, Supervisor

DEPARTMENT: Department of Public Works

ADDRESS: 75 West Street Natick, MA 01760

PHONE NUMBER: 508-647-6558

FAX: 508-647-6560

A copy of this document should be kept on file in the municipality offices. Please send the original to the Massachusetts Department of Food and Agriculture with the submitted Vegetation Management Plan. Massachusetts Department of Food and Agriculture, Pesticide Bureau, Rights of Way Program, 251 Causeway Street Suite 500, Boston, Massachusetts 02114-2151.

The Conservation Commission, Board of Health and chief elected official in the community must receive a copy of this signed page and the entire Vegetation Management Plan.

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VEGETATION MANAGEMENT PLAN

INTRODUCTION

The Town of Natick plans to follow an Integrated Vegetation Management (IVM) program to reduce reliance on herbicides. The Town of Natick has never previously developed a Vegetation Management Plan (VMP) and plans to submit this VMP to become compliant with applicable laws. Integrated Vegetation Management for Rights of Way (ROW) maintenance includes multiple techniques to control unwanted vegetation in a manner which considers the sensitivity of the environment and follows best management practices. Natick plans to implement this IVM program for the care and control of 128 miles of public roadway, 140 miles of public sidewalk and three and one half miles of the Cochituate Rail Trail. The implementation of an IVM program will reduce the reliance of herbicides by implementing best management practices to reduce unwanted vegetation and promote a beneficial plant community by cultural control. Herbicide applications will be minimized through application timing to maximize efficacy, avoidance of a fixed application schedule and will be applied in a manner to protect non-target organisms and environmentally sensitive areas.

GOALS AND OBJECTIVES

The VMP is written to establish a five-year plan to control vegetation within and along the boundaries of Rights of Way (ROW) within of Natick Massachusetts in compliance with the Massachusetts Rights of Way Management Regulations (333 CMR 11.00).

Vegetation management along and within the boundaries of ROW is necessary to control unwanted vegetation that deteriorates public ways, creates a public nuisance, or creates a condition that obstructs pedestrian or vehicular travel. The objective of this VMP is to assure that the vegetation management practices performed along and within the boundaries of ROW are conducted in a manner consistent with best management practices to reduce the reliance on herbicides. The objective will be met by the Natick Department of Public Works by the use of cultural, mechanical and chemical controls to manage undesirable vegetation in a manner consistent with best management practices which consider environmental sensitivity.

IVM PROTOCOL

This VMP will consist of the following actions.

Monitoring- ROW will be surveyed prior to any action. Monitoring will be conducted by the Department of Public Works Land Facilities and Natural Resources Supervisor.

Maintenance- All roadways within ROW will be cleaned using a street sweeper. Cracked asphalt within ROW will be repaired. Desirable ground cover will be encouraged where appropriate to prevent undesirable target vegetation growth.

Record Keeping- Records of surveyed areas will be kept for future planning and reference purposes. Areas maintained by physical repair, mechanical or chemical control will be recorded by the Department of Public Works.

(IVM PROTOCOL continued)

Control Methods- Vegetation control decisions will depend on site-specific conditions. The selected control decision will consider best management practices and the environmental sensitivity of the site.

IDENTIFICATION OF TARGET VEGETATION

Target Vegetation within and along the boundaries of ROW is vegetation that creates a public health nuisance such as nuisance woody plants, grass and broadleaf weeds, and vegetation which creates a risk condition.

Public Health Nuisance Vegetation

Public health nuisance vegetation includes vegetation that grows within or along the boundaries of ROW which could cause an allergic or other health related problem. Poison Ivy (*Toxicodendron radicans*) is likely the most common public health nuisance vegetation target. This VMP will consider all species with similar risk as Poison Ivy growing within ten feet of the ROW boundary to be target vegetation.

Nuisance Woody Plants, Grass and Broadleaf Weeds

Where appropriate beneficial vegetation should be encouraged and maintained within and along the boundaries of the ROW. Conditions may be encountered where woody plants, grass and broadleaf weeds are found in areas requiring action. These areas include cracks in asphalt, brick, concrete, planting beds and along guiderails. Within this condition, woody plants, grass and broadleaf weeds will become target vegetation when the stem density and height impacts established plants, impedes movement, reduces visibility, or the roots undermine asphalt, brick, concrete or other surface used for pedestrian and/or vehicular travel.

Vegetation Which Creates a Risk Condition

Vegetation creates a risk condition when the vegetation creates a condition of public nuisance, obstructs pedestrian or vehicular travel, obstructs visibility, or reduces to a degree the ability of pedestrians to see vehicles, vehicles to see pedestrians and vehicles to see other vehicles.

METHODS OF VEGETATION MANAGEMENT

ROW vegetation management will consist of three method categories.

Cultural Control

Mulching- Mulching of planting beds and ROW boundaries where appropriate to reduce undesirable vegetation.

Street Sweeping- Street Sweeping with a mechanical street sweeper to remove soils on edges of curbing and roadside berms. This action reduces the likelihood of target vegetation germination and establishment.

Crack Sealing- Crack sealing will be performed when possible to limit target vegetation growth by filling in cracks with sealer.

(Methods of Vegetation Management continued)

Mechanical Control

Selective Trimming- Selective trimming consists of mechanical pruning of woody plant material that may obstruct, hinder, or incommode travelers within the ROW.

Hand Cutting- Hand cutting consists of mechanical cutting of targeted woody plant material as close to the ground as practical. Hand cutting is used to protect environmentally sensitive sites or non-target vegetation.

Hand Pulling- Hand pulling consists of pulling targeted grass and broadleaf weeds by hand.

Mowing- Mowing consists of the use of mechanical cutting of target vegetation using machines such as a power trimmer, push mower, riding mower or other similar equipment.

Chemical Control

Herbicide Application- Herbicide application consists of using herbicides where and when such use is most appropriate according to applicable law and this VMP. Herbicide applications will be made in accordance with applicable law and by following the manufacturer label.

Cut Stem- The cut stem process consists of cutting target vegetation immediately followed by an herbicide application. Herbicide applications will be made in accordance with applicable law and by following the manufacturer label.

SUMMARY OF APPLICATIONS AND CONTROL METHODS

Target	Techniques	Comments
Poison Ivy	Herbicide Application	May be growing within 10 feet of ROW. Application will be excluded within no spray zones and sensitive areas
Grass and Broadleaf Weeds	Mulching	Preventative measures for planting beds
	Mowing	In most cases
	Hand pulling	When warranted
	Herbicide Application	Spot treatment of grass growing along guidrails or in cracks where mowing or cutting is not practical or safe
Low Growth	Mulching	Woodchips as a preventative measure along ROW boundary
	Mowing	In most cases, option for sensitive areas
	Herbicide Application	When and where appropriate
	Hand Cutting	Terrain prevents mowing and re-sprouting is not a concern, option for sensitive areas
Tall Growth	Selective trimming	For risk conditions
	Hand cutting	For risk conditions
	Cut stem treatment	For species less than 12 feet in height that are capable of re-sprouting

JUSTIFICATION FOR HERBICIDE USE

The objective of vegetation management within and along the boundaries of ROW is to prevent or reduce defects that obstruct, hinder or incommode travelers within the ROW. Mechanical cutting and mowing of most conditions will achieve the objective, however, there are conditions that will require action by herbicide application.

Public Health Nuisance Vegetation

The control of public health nuisance vegetation within and along the ROW is a key objective of this IVM plan. Due to the low growing nature of some plants and stoloniferous growth habits, such as poison ivy, cultivation, hand pulling or mowing are not effective. Herbicide applications will be made in accordance with applicable laws, this VMP and manufacturer label.

Nuisance Woody Plants, Grass and Broadleaf Weeds

At times factors such as growth habit, terrain and location of target vegetation may require herbicide applications. Herbicide applications will be made in accordance with applicable laws, this VMP and manufacturer label.

Vegetation Which Creates a Risk Condition

At times factors such as growth habit, terrain and location of target vegetation may require herbicide applications. Herbicide applications will be made in accordance with applicable laws, this VMP and manufacturer label.

PROCESS, REFERENCES AND SOURCES FOR IDENTIFYING SENSITIVE AREAS AND CONTROL STRATEGIES PROPOSED FOR SENSITIVE AREAS

Identifying Sensitive Areas

333 CMR 11.04 defines sensitive areas as "...any areas within Rights of Way, including No-Spray and Limited Spray Areas, in which public health, environmental or agricultural concerns warrant special protection to further minimize risks of unreasonable adverse effects."

Sensitive Areas regulated by 333 CMR 11.00 include

Water Supplies

Zone I

Zone II

IWPA (Interim Wellhead Protection Area)

Class A Surface Water Source

Tributaries to a Class A Surface Water Source

Class B Drinking Water Intakes

Private Wells

Surface Waters

Wetlands

Water Over Wetlands

The Mean Annual High Water Line of a River

The Outer Boundary of a Riverfront Area

Certified Vernal Pools

(Process, References and Sources for Identifying Sensitive Areas and Control Strategies Proposed for Sensitive Areas continued)

Cultural Sites

Agriculture Areas

Inhabited Areas

Wildlife Areas

Certified Vernal Pool Habitat

Priority Habitat

Identification Methods

Identification of Sensitive Areas defined in 333 CMR 11.04

Readily identifiable in the field and Not readily identifiable in the field.

Readily identifiable in the field areas will be treated, identified and when appropriate, marked according to all applicable restrictions listed in 333 CMR 11.00. Not readily identifiable in the field areas will likewise be treated and marked when appropriate, but they are identified by the use of data marked on maps and collected in the Yearly Operational Plan and notification processes before the time of treatment.

The individuals assigned the task of identifying and treating sensitive areas in the field will use the appropriate sources and methods from the following list.

- Massachusetts Department of Environmental Protection (DEP) Watershed Maps delineate the perimeter of public watersheds and the location of public wells.
- Massachusetts DEP Wetland Conservancy Maps
- Municipal maps and records, Board of Health, Conservation Commission, and Natick Water Department Mapping
- Regional Planning Agencies maps and records
- Town of Natick Geographic Information System (GIS)
- A Copy of the Yearly Operation Plan (YOP) and Vegetation Management Plan (VMP)
- Correspondence, meetings, and input within the forty-five day YOP twenty-one day municipal ROW notification letter review and comment periods and the forty-eight hour newspaper notification. (333 CMR 11.06 and 11.07 and Chapter 85 of the Acts of 2000)
- U.S. Fish and Wildlife Service National Wetlands Inventory Maps, available from the University of Massachusetts, Cartographic Information Research Services, Amherst

The following is a description of how the sensitive areas will be identified for required protection.

- Consult the appropriate reference materials and sources to determine the location of such areas
- Place the boundaries of these sensitive areas on U.S. Geological Survey (USGS) topographical maps
- Prior to herbicide application the applicator will be provided the topographical map with sensitive areas for flagging boundaries
- Sensitive area boundaries and/or the boundaries of the appropriate buffer zone will be flagged prior to herbicide application

(Process, References and Sources for Identifying Sensitive Areas and Control Strategies Proposed for Sensitive Areas continued)

Sensitive Areas readily identifiable in the field include surface waters, inhabited areas and agricultural areas. The method utilized to identify these sensitive areas is as follows.

- Consult USGS topographic maps to locate sensitive areas
- Prior to herbicide application the applicator will be provided the topographical map with sensitive areas for flagging boundaries
- Applicator will visually survey the area to be treated for any sensitive areas
- Applicator will locate sensitive areas prior to herbicide application and flag appropriate buffer zone
- Municipal Maps and records, Board of Health, Conservation Commission, and Natick Water Department maps

Sensitive Area Restrictions (333 CMR 11.04)

In any sensitive area

- The minimum labeled rate of herbicide for the appropriate site, targeted pest, and application method shall be applied
- Herbicides shall be applied selectively by low pressure foliar techniques or stem application only or other method approved for use by The Department of Agricultural Resources

Treatments in the limited spray areas require the use of herbicides from the Sensitive Area Materials List available at <https://www.mass.gov/service-details/rights-of-way-sensitive-area-materials-list>

Sensitive Area Restriction Guide (333 CMR 11.04)

Sensitive Area	No Spray Zone	Limited Use Area	Where Identified
Water Over Wetlands	Within 10 feet	10-100 feet 12 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps and identify on site
Certified Vernal Pool	Within 10 feet	10 feet to the outer boundary of any Certified Vernal Pool Habitat 12 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps and identify on site

Sensitive Area Restriction Guide (333 CMR 11.04) CONTINUED

Sensitive Area	No Spray Zone	Limited Use Area	Where Identified
Public Ground Water Supply	Within 400 feet (Zone 1)	Zone II or IWPA (Primary Recharge Area) 24 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps
Public Surface Water Supply	Within 100 feet of any Class A public surface water source	100 feet to the outer boundary of the Zone A 24 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps
Public Surface Water Supply	Within 10 feet of any tributary or associated surface water body located outside of the Zone A	10 feet to the outer boundary of the Zone A 24 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps
Public Surface Water Supply	Within a lateral distance off 100 feet or 400 feet upstream of any Class B Drinking Water Intake	Within a lateral distance of between 100-200 feet or 400 feet upstream of intake 24 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps
Private Water Supply	Within 50 Feet	50-100 feet 24 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Well List and identify on site
Surface Waters	Within 10 feet from mean annual high water line	10 feet from the mean annual high water line and the outer boundary of the Riverfront Area 12 months must elapse between applications Selective low pressure, using foliar techniques or cut stem applications	YOP Maps and identify on site

Sensitive Area Restriction Guide (333 CMR 11.04) CONTINUED

Sensitive Area	No Spray Zone	Limited Use Area	Where Identified
Agricultural and Inhabited Areas	N/A	0-100 feet 12 months must elapse between applications Selective low pressure, using foliar techniques or cut stem	Identify on site
State Listed Species Habitat	No application within habitat area except in accordance with a Yearly Operational Plan approved in writing by the Division of Fisheries and Wildlife	N/A	YOP Maps

APPROVED REGISTERED HERBICIDES FOR USE WITHIN SENSITIVE AREAS WITHIN OR ALONG THE BOUNDARIES OF RIGHTS OF WAYRights of Way Sensitive Area Material List

Herbicide applications within sensitive areas shall comply with the Rights of Way Sensitive Area Material List as published by the Massachusetts Department of Agricultural Resources (MDAR).

<https://www.mass.gov/service-details/rights-of-way-sensitive-area-materials-list>

OPERATIONAL GUIDELINES FOR APPLICATORS AND HERBICIDE USEMassachusetts Pesticide Control Act and 333 CMR 11.00

All applicators and herbicide applications shall abide by Massachusetts General Law Chapter 132B (Massachusetts Pesticide Control Act) and 333 CMR 11.00.

Manufacturer Label, Best Management Practices, Weather

All herbicide applications shall follow label instructions in a manner consistent with best management practices.

Calibration

Application equipment shall be calibrated in accordance with manufactures recommendation and best management practices. Application equipment shall be calibrated to maintain an operating pressure not to exceed sixty pounds per square inch and nozzles shall be adjusted to exclude drift and avoid run off.

(Operational Guidelines for Applicators and Herbicide Use continued)

Cleaning

Equipment used for the purpose of herbicide application shall be cleaned in an appropriate location which avoids sensitive areas.

Vehicles used in application operations shall be equipped with a bag of absorbent, activated charcoal, leak-proof containers, a broom and a shovel in case of minor spills.

A log of herbicides on vehicle will be kept within the vehicle

Product labels, fact sheets, this VMP, current YOP, and Herbicide Spill Check List will be carried on site by the applicator.

Private Property

In General, the Natick Department of Public Works does not trespass or enter upon land to perform work on private property with the exception of eliminating a Public Nuisance.

Notifications

The Natick Department of Public Works shall notify the Board of Selectmen, the Board of Health, and the Natick Water Department at least twenty-one days in advance of the application of herbicides to ROW. The notice shall include the approximate date when the application will occur and the application shall occur no later than ten days after approximate date reported. The notice shall also include a copy of the MDAR approved product fact sheet for the active ingredient, name or names of applicators, or the name of the company contracted to conduct the application.

Linear spot treatment of ROW will be posted with an 8.5" by 11" caution sign with a white background and red lettering. The signs will include the date of application, name of product applied, product Environmental Protection Agency (EPA) registration number, and the phone number of the Natick Department of Public Works. Signs will be posted in the most visible locations by staking, attaching to posts, or other similar means. Signs shall be posted twenty-four hours before and after application and no less than every 200 feet along the treated ROW.

Remedial Plan/Spills and Related Incidents

All mixing and loading will be performed in a manner consistent with the manufacturer label and best management practices in a location to protect sensitive areas.

In the event of an incident such as a spill, immediate action will be taken to contain the spill and protect the surrounding area. The cause of the spill must be identified and secured. Spill containment should include covering the spill with adsorptive clay or other similar material. For larger spills clay or soil dikes should be built to impede spill progress. Until the spill is completely cleaned, protection of the spill area should include barriers, flagging, or stationed crew members. If a fire occurs, care shall be taken to avoid breathing fumes.

(Operational Guidelines for Applicators and Herbicide Use continued)

Clean up of minor spills may be accomplished by soaking up the spill with adsorptive clay or other material and placing the material in a leak proof container for proper disposal. All contaminated soil should be placed in leak proof containers, removed from site and disposed of properly. Any minor spill will be reported to the Pesticide Bureau within twenty-four hours.

Major spills are defined by the Department of Environmental Protection (DEP) as reportable quantities of a hazardous material that are managed by 333 CMR. Any major spill should be evaluated under the reporting requirements of the Massachusetts Contingency Plan (MCP) 310 CMR 40.00. Major spills should be handled in the same manner as minor spills. More equipment and materials may be needed for cleanup and certain notifications are required. If the spill is too large for the application crew to clean up, then, after containment and site protection is secured, a hazardous waste cleanup company should be contacted immediately and directed to the site. The Natick Department of Public Works, MDAR (as per 333 CMR 10.15 (4) Record Keeping Requirements), DEP, and any other persons or agency required by applicable law will be notified.

In the event of a spill or incident, information on safety precautions and procedures can be found from the following sources.

- Product Label
- Product Safety Data Sheet
- Product Manufacturer
 - Corteva Agriscience (800) 992 5994
 - Bayer Crop Science (201) 307 9700
 - NuFarm (708) 377 1330
 - BASF (973) 245 6000
 - Rainbow Tree Care (952) 922 3810
- Massachusetts Pesticide Bureau (617) 626 1781
- Massachusetts Department of Environmental Protection Incident Response Unit (617) 556 1133 or (888) 304 1133
- Massachusetts Department of Public Health, Bureau of Environmental Health's Environmental Toxicology Program (617) 339 8351
- Chem Trec (800) 424 9300 or Clean Harbors (800) OIL TANK
- Natick Police and Fire Department 911 or (508) 647 9500
- Massachusetts Poison Information Centers (800) 682 9211
- Pesticide Hotline (800) 858 7378
- National Animal Poison Control Center (888) 426 4435

INTEGRATED VEGETATION MANAGEMENT AND OTHER TECHNIQUES AND PROGRAMS TO MINIMIZE AMOUNT AND FREQUENCY OF HERBICIDE APPLICATIONS

Monitoring

All ROW will be scouted prior to any action or herbicide application. Monitoring will be performed by the Natick Department of Public Works, Supervisor of Land Facilities and Natural Resources.

Record Keeping

All maintenance practices performed by the Natick Department of Public Works or contractor within and along the boundaries of ROW will be recorded and a log of areas surveyed will be kept for future planning and reference. The purpose of this record is to reduce the amount of herbicide used. This record will be kept in addition to the requirements described within Massachusetts General Law Chapter 132B and 333 CMR 11.00.

Encouragement of Desirable Vegetation

Whenever possible the vegetation management actions should be performed in a manner to promote the establishment and growth of desirable vegetation that will not require future herbicide application. When possible desirable species should be planted or re-planted.

Physical Controls

Physical controls used to reduce herbicide use include selective pruning, hand cutting, and mowing

Chemical Controls

Herbicides shall be applied in a manner consistent with best management practices such as the use of low volume back pack sprayers and cut stem techniques. Applications shall follow the manufacturer label.

ALTERNATIVE LAND USE/REASONABLE REQUEST MADE BY INDIVIDUAL

Alternative land use options should be considered if the action meets the objective outlined in this VMP. An example of an alternative land use is a moderately maintained roadside lawn area. An alternative land use option such as a moderately maintained roadside lawn area likely would not require the use of herbicides to achieve the objectives outlined in this VMP.

QUALIFICATIONS OF INDIVIDUAL DEVELOPING THIS VMP

Arthur Goodhind is the Supervisor of Land Facilities and Natural Resources, Tree Warden for the Town of Natick Department of Public Works. Arthur Goodhind holds an Associate of Science in Turfgrass Management from the Stockbridge School of Agriculture at the University of Massachusetts Amherst, a Bachelor of Science from the University of Massachusetts Amherst and a Master of Business Administration from Bentley University. Arthur Goodhind is a Massachusetts Certified Arborist, a Massachusetts Qualified Tree Warden and holds a Commercial Pesticide Certification Category 37 from the Massachusetts Department of Agricultural Resources. Arthur Goodhind's experience includes product application and management experience for private industry, golf courses, colleges/universities, and municipalities. Arthur Goodhind serves as Treasurer and Trustee of the New England Sports Turf Managers Association, Vice President of the Massachusetts Tree Wardens' and Foresters' Association and the Massachusetts State Liaison for the Society of Municipal Arborists.

This VMP was drafted with assistance from James M. MacArthur, owner and business manager of Professional Environmental Services, LLC.