



# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Select Board  
Melissa Malone, Town Administrator  
James Errickson, Deputy Town Administrator - Operations  
Jeremy Marsette, Director, Natick Public Works  
Thomas Hladick, Supervisor, Highway Division, and Deputy Director, Natick Public Works

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** September 14, 2020

**SUBJECT: SECOND CONTRACT EXTENSION  
ASPHALT CONTRACT**

In November 2018, the Town of Natick entered into a contract with Aggregate Industries for the furnishing of asphalt to Natick Public Works. The term of this contract, dated November 26, 2018, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. Rates submitted were as follows:

**Summer Mix:**

Year 1	\$64.00/ton
Option Year 1	\$65.00/ton
Option Year 2	\$66.00/ton.

**Winter Mix:**

Year 1	\$99.00/ton.
Option Year 1	\$100.00/ton
Option Year 2	\$101.00/ton.

The Town estimated approximately 1,200 tons of summer mix and 100 tons of winter mix.

The Natick Select Board exercised its first option to renew on or about November 19, 2019.

The current contract was procured through M.G.L. c. 30B, §5, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and responsible bidder. Aggregate has performed very well in its current contract with the Town.

We recommend it to be in the Town's best interest to exercise its second extension of the current contract. This renewal (the last legally available) will be effective until November 25, 2021.

Assuming the Select Board is so inclined, renewal may be accomplished by executing the attached draft correspondence to Aggregate. Please advise if you have any questions or require additional information.

Funding Source: DPW Highway Line – Approximately \$88,000/year.

(TO BE PLACED UPON LETTERHEAD OF NATICK SELECT BOARD)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 1, 2020

ATTN. Mr. Robert P. Andersson  
GM Asphalt/Contracting Divisions  
Aggregate Industries – Northeast Region, Inc.  
1715 Broadway  
Saugus, MA 01906

*RE: Contract for the Provision of Asphalt/Town of Natick  
NOTICE OF EXERCISE OF SECOND RENEWAL TERM*

Dear Mr. Andersson:

As you are aware, the Town of Natick, Massachusetts and Aggregate Industries – Northeast Region, Inc. (“Aggregate”) are parties to a contract for the provision of asphalt to the Town of Natick (“Contract.”)

Article 3 of the Contract, dated November 26, 2018, entitled “Term,” provides, in relevant part, as follows: “The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end 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. “

On November 18, 2019, the Town of Natick, by vote of the Natick Select Board, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term.

On September 30, 2020, the Town of Natick, by vote of the Natick Select Board, exercised its second option to extend the Contract for a second one (1) year additional renewal term.

All provisions of the Contract shall remain in full force and effect during this second option year.

The Town looks forward to working with you in the coming contract year and thanks you for your past performance.

Thank you again for your consideration.

Very truly yours,

The Natick Select Board

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Jonathan H. Freedman, Chair

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Karen Adelman-Foster, Vice Chair

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Richard P. Jennett, Jr., Clerk

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Michael J. Hickey, Jr.

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Susan G. Salamoff

cc.     Melissa A. Malone, Town Administrator  
         James Errickson, Deputy Town Administrator/Operations  
         Jeremy Marsette, Director, Natick Public Works  
         Arti P. Mehta, Comptroller  
         Karis L. North, Esq., Office of the Town Counsel

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[Format for Printing](#)

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<b>Bid Title:</b>	Award - First Extension - Asphalt Procurement
<b>Category:</b>	Goods
<b>Status:</b>	Open

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**Description:**

Awarded to: Aggregate Industries, NE, 1715 Broadway, Saugus, MA 01906 - 11/26/19-11/25/20 - First Extension- Prices \$65/ton summer mix and \$100/ton winter mix.

**Publication Date/Time:**

11/19/2019 8:00 AM

**Closing Date/Time:**

Open Until Contracted

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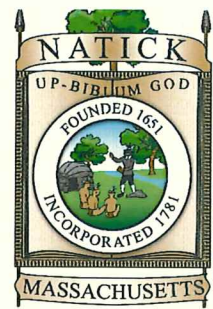
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**Massachusetts 01760**  
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Michael J. Hickey, Jr., Chair  
Susan G. Salamoff, Vice Chair  
Jonathan H. Freedman, Clerk  
Karen Adelman-Foster  
Richard P. Jennett, Jr.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 19, 2019

ATTN. Mr. Robert P. Andersson  
GM Asphalt/Contracting Divisions  
Aggregate Industries – Northeast Region, Inc.  
1715 Broadway  
Saugus, MA 01906

*RE: Contract for the Provision of Asphalt/Town of Natick  
NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Mr. Andersson:

As you are aware, the Town of Natick, Massachusetts and Aggregate Industries – Northeast Region, Inc. ("Aggregate") are parties to a contract for the provision of asphalt to the Town of Natick ("Contract.")

Article 3 of the Contract, dated November 26, 2018, entitled "Term," provides, in relevant part, as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end 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. "

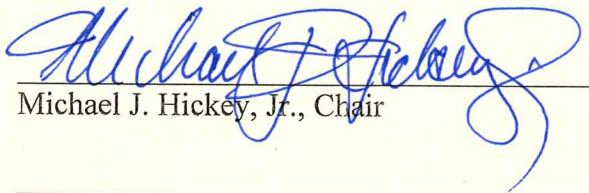
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The Town looks forward to working with you in the coming contract year and thanks you for your past performance.

Thank you again for your consideration.

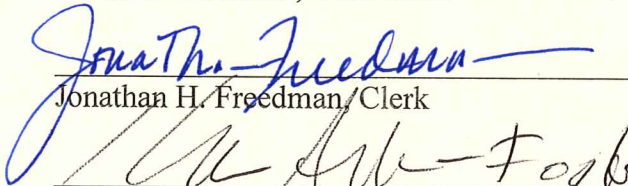
Very truly yours,

The Natick Board of Selectmen

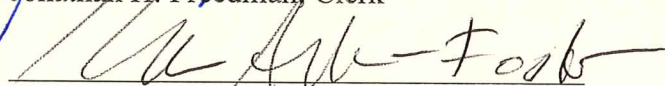


Michael J. Hickey, Jr., Chair

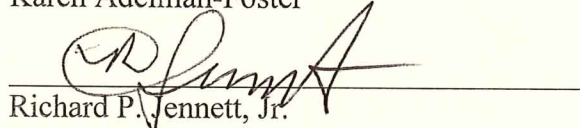
Susan G. Salamoff, Vice Chair



Jonathan H. Freedman, Clerk



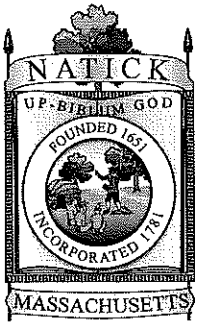
Karen Adelman-Foster



Richard P. Jennett, Jr.

cc. Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator/Operations  
Jeremy Marsette, Director, Natick Public Works  
Arti P. Mehta, Comptroller  
Karis L. North, Esq.





## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Jeremy Marsette, Director, Natick Public Works  
Thomas Hladick, Supervisor, Highway Division, and Deputy Director, Natick Public Works

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** November 5, 2019

**SUBJECT: FIRST CONTRACT EXTENSION  
ASPHALT CONTRACT**

In November 2018, the Town of Natick entered into a contract with Aggregate Industries for the furnishing of asphalt to Natick Public Works. The term of this contract, dated November 26, 2018, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. Rates submitted were as follows:

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The current contract was procured through M.G.L. c. 30B, §5, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and responsible bidder. Aggregate has performed very well in its current contract with the Town.

We recommend it to be in the Town's best interest to exercise its first extension of the current contract. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Aggregate. Please advise if you have any questions or require additional information.

Funding Source: DPW Highway Line – Approximately \$88,000/year.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 19, 2019

ATTN. Mr. Robert P. Andersson  
GM Asphalt/Contracting Divisions  
Aggregate Industries – Northeast Region, Inc.  
1715 Broadway  
Saugus, MA 01906

RE: *Contract for the Provision of Asphalt/Town of Natick*  
*NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Mr. Andersson:

As you are aware, the Town of Natick, Massachusetts and Aggregate Industries – Northeast Region, Inc. ("Aggregate") are parties to a contract for the provision of asphalt to the Town of Natick ("Contract.")

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The Town looks forward to working with you in the coming contract year and thanks you for your past performance.

Thank you again for your consideration.

Very truly yours,

The Natick Board of Selectmen

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Michael J. Hickey, Jr., Chair

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Susan G. Salamoff, Vice Chair

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Jonathan H. Freedman, Clerk

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Karen Adelman-Foster

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Richard P. Jennett, Jr.

cc.     Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator/Operations  
         Jeremy Marsette, Director, Natick Public Works  
         Arti P. Mehta, Comptroller  
         Karis L. North, Esq.



# TOWN OF NATICK

Massachusetts 01760

[www.natickma.gov](http://www.natickma.gov)

Bryan R. Le Blanc  
Procurement Officer

VIA REGULAR MAIL

January 9, 2019

ATTN. Mr. Robert P. Andersson  
GM Asphalt/Contracting Divisions  
Aggregate Industries – Northeast Region, Inc.  
1715 Broadway  
Saugus, MA 01906

RE: ASPHALT PROCUREMENT/  
FULLY-EXECUTED CONTRACT

Dear Mr. Andersson:

Please find enclosed a fully-executed original of the Contract for the Provision of Summer Mix and Winter Mix Asphalt to the Town of Natick.

Thank you for your attention and for your assistance!

Very truly yours,

Bryan R. Le Blanc

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

This Contract is made this twenty-sixth day of November, 2018, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and Aggregate Industries – Northeast Region, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 1715 Broadway, Saugus, MA 01906 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide summer hot mix asphalt and winter hot mix asphalt to Town of Natick, as set forth in the Invitation for Bids for the Provision of Summer and Winter Hot Mix Asphalt and Related Materials to the Town of Natick ("IFB") which is incorporated herein by reference.

2. Standard of Care

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

3. Term/Delivery of Asphalt/ Inspection/Acceptance/Rejection/Acceptance with Reservations

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end 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.

The Town shall have the right at its expense to inspect the Asphalt, with reasonable notice to the Contractor. The Asphalt shall be accepted by the Town when the Town is satisfied that the Asphalt is in accordance with the Specifications.

At the conclusion of the inspection, the Town shall notify the Contractor in writing that the Asphalt has been either:

- a. Accepted per the order whereby acceptance is thereby noted, or
- b. Rejected with the Contractor responsible for ensuring the Asphalt conform to the order, or
- c. Accepted with Reservations whereby the Contractor shall cancel the

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

1. Delivery of Asphalt as specified herein to the location specified.
2. Satisfactory verification of the Asphalt to meet all requirements of the specifications.
3. The Town shall have a minimum of one (1) business day to inspect and approve that the Asphalt meet all of the specifications.

Until acceptance of the Asphalt as defined above, the Contractor shall retain full responsibility for the Asphalt and shall indemnify the Town for any costs or liability incurred by the Town in the process of verifying compliance. All warranties provided by the Contractor pursuant to the Order, shall commence only upon written acceptance of the Asphalt. No payments shall be made for the Asphalt until after acceptance by the Town.

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)
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 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

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

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

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

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

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

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

6.     **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town. Any equipment shall be warrantied against manufacturing and design defect for a minimum of three (3) years after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

7.     **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the



**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

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, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:  
  
"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.

- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

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

**10. No Personal Liability**

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

Neither the Town of Natick, nor 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 area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, 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 for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer,

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

- 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 shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

In no event shall either party be liable for consequential, special, indirect, delay or incidental damages, including, but not limited to, any damages resulting from loss of use or profits arising out of or in connection with this Contract, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

**20. Notices**

Except as otherwise provided in this Contract, all notices required or permitted to be given

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

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:       Melissa A. Malone  
                              Town Administrator  
                              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:   Guy Edwards  
                              President  
                              Aggregate Industries – Northeast Region, Inc  
                              1715 Broadway  
                              Saugus, MA 01906.

**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.

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

- 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 Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

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

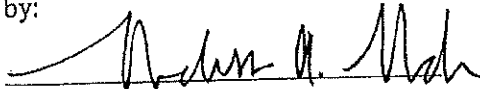
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Town of Natick  
Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot  
Mix to the Town of Natick

The Town of Natick, Massachusetts

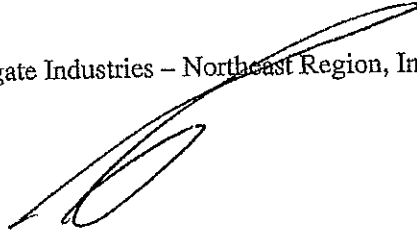
by:



Melissa A. Malone  
Town Administrator

Aggregate Industries – Northeast Region, Inc.

by:



ROBERT P. ANDERSSON

Printed Name

GM/VP

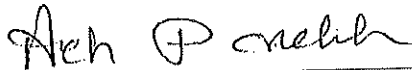
Printed Title

Dated: 1/8/19

Dated: 12/6/18

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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



Arti P. Mehta  
Comptroller, Town of Natick

Dated: 12.11.18

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



Karis L. North, Esq.

Dated: 1/7/19

**Town of Natick**  
**Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot Mix to the Town of Natick**

**CERTIFICATE OF VOTE**

I, Jodie Earle, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting Secretary of Apparate  
Industries Northeast Region, Inc. (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on July 23, 2013, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Robert Andersson  
Vice President  
(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 4<sup>th</sup> day of December, 2018 and has not been changed or modified in any respect.

Jodie Earle  
Signature

Jodie Earle  
Printed Name

Secretary  
Printed Title

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

Town of Natick  
Contract for Services Related to the Provision of Summer Hot Mix Asphalt and Winter Hot  
Mix to the Town of Natick

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  
\_\_\_\_\_ 20 \_\_\_\_, at which meeting all Directors were present and voting, the following vote  
was unanimously passed:

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

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

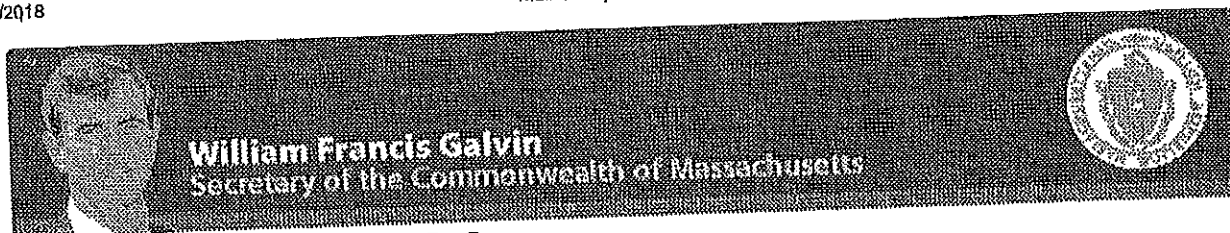
I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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



## Corporations Division

### Business Entity Summary

ID Number: 042079391

Request certificate

New search

Summary for: AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.

The exact name of the Domestic Profit Corporation: AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.

The name was changed from: BARDON TRIMOUNT, INC. on 06-01-2001  
 The name was changed from: SIMEONE CORPORATION on 12-27-1991

Merged with J.H. MCNAMARA INCORPORATED on 04-01-1996  
 Merged with AS&G CORPORATION on 04-01-1996  
 Merged with COAST CONCRETE CO., INC. on 04-01-1996  
 Merged with LRM CONCRETE CORP. on 04-01-1996  
 Merged with ESSEX BITUMINOUS CORP. on 12-31-1996  
 Merged with G & F LEASING CORP. on 12-31-1999  
 Merged with T & T LEASING CORP. on 12-31-1999  
 Merged with B N T SAND & GRAVEL CO, INC. on 12-31-1999  
 Merged with CONCRETE SERVICE, INC. on 12-31-1999  
 Merged with HOT-TOP PAVEMENTS, INCORPORATED on 06-07-2001  
 Merged with NEEDHAM SAND & GRAVEL COMPANY, INC. on 05-07-2002  
 Merged with AGGREGATE INDUSTRIES LIQUID ASPHALT, INC. (Note: Entity is not registered in Massachusetts) on 06-30-2011  
 Merged with NORTHEAST LIQUID ASPHALT, LLC on 06-30-2011  
 Merged with BARDON TRIMOUNT CORPORATION on 06-30-2011  
 Merged with MIDDLESEX MATERIALS, INC. on 06-30-2011  
 Merged with NORTHEAST LIQUID ASPHALT, LLC on 06-30-2011

Entity type: Domestic Profit Corporation

Identification Number: 042079391

Date of Organization in Massachusetts:  
05-31-1949

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 00/00

The location of the Principal Office:

Address: 1715 BROADWAY

City or town, State, Zip code, SAUGUS, MA 01906 USA

Country:

The name and address of the Registered Agent:

Name: C T CORPORATION SYSTEM

Address: 155 FEDERAL ST., SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA

Country:

**The Officers and Directors of the Corporation:**

Title	Individual Name	Address
PRESIDENT	GUY EDWARDS	6211 ANN ARBOR RD DUNDEE, MI 48131 USA
TREASURER	ELIZABETH MCCLAIN	201 JONES ROAD WALTHAM, MA 02451 US
SECRETARY	JODIE EARLE	6211 ANN ARBOR ROAD DUNDEE, MI 48131 USA
VICE PRESIDENT	BOB ANDERSSON	1715 BROADWAY SAUGUS, MA 01906 US
DIRECTOR	BOB ANDERSSON	1715 BROADWAY SAUGUS, MA 01906 US

Business entity stock is publicly traded: ☒

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$ 0.01	300,000	\$ 3000.00	100,000

☒ Consent☒ Confidential Data☒ Merger Allowed☒ Manufacturing**View filings for this business entity:**

ALL FILINGS  
 Administrative Dissolution  
 Annual Report  
 Application For Revival  
 Articles of Amendment

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)

**COPY**

**Town of Natick  
Natick, Massachusetts**

**INVITATION FOR BIDS**

**FOR**

**THE PROVISION OF SUMMER AND WINTER MIX HOT  
ASPHALT FOR THE TOWN OF NATICK**

**BIDS DUE:**

**November 1, 2018, 11:00 A.M. LOCAL TIME**  
Late Bids Will Be Rejected

**DELIVER COMPLETED BIDS TO:**

Town of Natick  
c/o Procurement Officer  
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 Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 17, 2018. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked "IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid" will be received until 11:00 A.M. local time, November 1, 2018, at the Procurement Office, 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 to all authorizations required by law, rule, or regulation.

## **I. INTRODUCTION**

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 Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. For a full description of such products, please refer to Section 3 of the Invitation for Bids ("IFB").

The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 17, 2018.

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 October 25, 2018. 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 Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid" will be received until 11:00 A.M. local time, November 1, 2018, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened.

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 THE PROVISION OF SUMMER AND WINTER HOT ASPHALT MIX - BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30B, which is incorporated herein by reference, shall govern all procedures.

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 is scheduled.

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

Procurement Officer  
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 October 25, 2018. Questions may also be submitted to the Procurement Officer's attention at the following email address: [bleblanc@natickma.org](mailto: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**

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 Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick for a one (1)-year term. At the sole discretion of the Town of Natick, any contract awarded may be subject to two (2) additional one (1)-year terms.

Item A – Summer - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant  
Item A consists of the supply of Hot Mix Asphalt (HMA) between April 1st and December 15th within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town. Respective HMAs designations shall conform to the Massachusetts Department of Transportation "1988 English Standard Specifications for Highways and Bridges," designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately twelve hundred (1,200) tons per calendar year.

The actual number of tons may vary based upon the actual needs in a given year. Materials will be picked up at the plant by the Town, with Town equipment, or an authorized contractor; the vendor will load the requested amount of HMA into the equipment at the plant. The plant must be located within fifteen (15) miles of the Town.

Item B – Winter Mix - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant  
Item B consists of the supply of Hot Mix Asphalt (HMA) between December 16th and March 31st within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.  
Respective HMAs designations shall conform to the Massachusetts Department of Transportation "1988 English Standard Specifications for Highways and Bridges," designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately one hundred (100) tons per calendar year. The actual number of tons may vary based upon the actual needs in a given year. Materials will be picked up at the plant by the Town, with Town equipment, or an authorized contractor; the vendor will load the requested amount of HMA into the equipment at the plant. The plant must be located within twenty (20) miles of the Town.

The Town is exempt from both Federal and State Tax. Bidders shall not include taxes when calculating pricing. Bidders shall state a percent of cash discount allowed, if any.

Each Bidder shall include a copy of a Material Safety Data Sheet (MSDS) with its bid.

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

**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 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.)
  - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
  - C. 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.)
  - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
  - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.
  - F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.
- 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. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.

#### **V. MINIMUM 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 11:00A.M. LOCAL TIME, November 1, 2018, to this address:

Town of Natick  
c/o Procurement Officer  
75 West Street  
Natick, MA 01760.

After this time they will be opened. 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 Invitation for Bids.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Town Administrator shall award one (1) contract for summer mix, and (1) contract for winter mix, if at all, to the lowest responsible and responsive Bidder based upon the lowest per pound cost to furnish product (one contract within each category), within thirty (30) days of the opening of sealed Bids. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

Nothing in this Invitation for Bids will compel the Town to award a Contract. The Town may cancel this Invitation for Bids, 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 be required to execute a Contract in a form of the attached document. The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids.

#### **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 of Natick 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**

The Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. For purposes of calculation, the yearly amount of the labor and materials payment bond shall be the per ton rate awarded times the estimated quantity for that year.

#### **XIII. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Bidder who is performing services under any Contract with the Town of Natick, 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 of Natick 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**  
(To be submitted in Envelope B)

(3 pages)

The undersigned hereby submits a sealed Bid for the provision of winter and summer hot asphalt mix.

Printed Name of Bidder:  
Aggregate Industries- Northeast Region Inc.

Address:  
1715 Broadway Saugus, MA 01906

The bidder acknowledges receipt of addenda nos. \_\_\_\_\_.

The Bidder hereby pledges to deliver goods required, for the price shown below:

YEAR 1:

a. SUMMER MIX

SIXTY FOUR dollars and NO cents (\$ 64.00) per ton.

b. WINTER MIX

NINETY NINE dollars and NO cents (\$ 99.00) per ton.

OPTION YEAR 1:

a. SUMMER MIX

SIXTY FIVE dollars and NO cents (\$ 65.00) per ton.

b. WINTER MIX

ONE  
HUNDRED dollars and No cents (\$ 100 . 00) per ton.

OPTION YEAR 2:

a. SUMMER MIX

SIXTY SIX dollars and No cents (\$ 66 . 00) per ton.

b. WINTER MIX

ONE HUNDRED  
ONE dollars and No cents (\$ 101 . 00) per ton.

The estimated quantity desired (not guaranteed) is approximately 1,200 tons summer mix per year and 100 tons winter mix per year.

The Bidder certifies as follows:

- A. 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.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
- C. 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.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.
- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Town Administrator shall award one (1) contract for summer mix, and (1) contract for winter mix, if at all, to the lowest responsible and responsive Bidder based upon the lowest per pound cost to furnish product

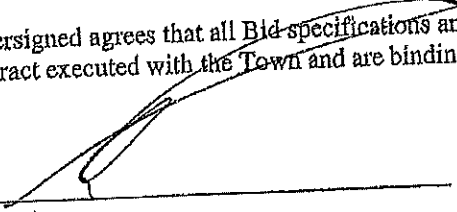


(one contract within each category), within thirty (30) days of the opening of sealed Bids. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting.

The undersigned certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

To the extent any construction is involved, the certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned 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**

Robert P. Andersson  
\_\_\_\_\_

**Printed Name**

GM Asphalt/Contracting Divisions  
\_\_\_\_\_

**Printed Title**

11/1/18  
\_\_\_\_\_

**Date**

**Full Legal Name** Aggregate Industries- Northeast Region Inc.

**Officers of Corporation and Addresses**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** MA

**Principal Place of Business** \_\_\_\_\_

1715 Broadway Saugus, MA 01906  
\_\_\_\_\_

**Tel.** 781-941-7200  
\_\_\_\_\_

Qualified in Massachusetts Yes x 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.

Aggregate Industries- Northeast Region Inc.

Name of Bidder

1715 Broadway Saugus, MA 01906

Address of Bidder

781-941-7200

Telephone Number

By: 

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

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.

Aggregate Industries- Northeast Region Inc.

Name of Bidder

1715 Broadway Saugus, MA 01906

Address of Bidder

781-941-7200

Telephone Number

By: 

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

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

Aggregate Industries- Northeast Region Inc.

\_\_\_\_\_  
Address of Bidder

1715 Broadway Saugus, MA 01906

\_\_\_\_\_  
Telephone Number 781-741-7200

By: \_\_\_\_\_

(Signature)

Robert P. Andersson

\_\_\_\_\_  
Printed Name

GM Asphalt/Contracting Divisions

\_\_\_\_\_  
Printed Title

11/1/18

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.

PLEASE SEE ATTACHED



Aggregate Industries  
Northeast Region  
1715 Broadway  
Saugus, MA 01906

Phone 781-941-7200  
Fax 781-941-7273  
www.aggregate-us.com

Certificate of Authority

AGGREGATE INDUSTRIES – NORTHEAST REGION, INC.

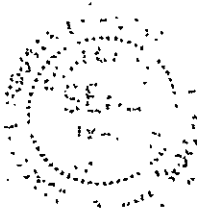
The undersigned, Jodie Earle, Assistant Secretary of Aggregate Industries – Northeast Region, Inc., a Massachusetts corporation (the "Corporation"), hereby certifies that pursuant to a Special Action By The Board of Directors and Sole Shareholder dated July 23, 2013 it was:

**RESOLVED:** That Graham Hardwick, Robert P. Andersson, Erik Muller and Barry Powers are each individually and acting alone, authorized, directed, and empowered as agents of the Corporation, to sign under the Corporation's corporate seal, obligations of the Corporation in the name of and on behalf of the Corporation; and the execution of any such contract, bond or obligation by any agent named above shall be valid and binding upon the Corporation for all purposes, and that this resolution shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of the Corporation's Directors and a Certificate of such later vote is attested to by the Secretary or Assistant Secretary of the Corporation.

I do further certify that the above Vote has not been altered, amended or rescinded and remains in full force and affect.

I do further certify that the Corporation is duly organized and the foregoing Vote is on accordance with the Articles of Organization and By-Laws of the Corporation.

Dated as of this 29<sup>th</sup> day of July, 2013.



  
Jodie Earle, Assistant Secretary

Delivering Value

A member of the Holcim Group



**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

Aggregate Industries- Northeast Region Inc.

Address of Bidder

1715 Broadway Saugus, MA 01906

Telephone Number 781-941-7200

By:

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

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

Aggregate Industries- Northeast Region Inc.

\_\_\_\_\_  
Address of Bidder

1715 Broadway Saugus, MA 01906

\_\_\_\_\_  
Telephone Number 781-941-7200

By: \_\_\_\_\_

(Signature)

Robert P. Andersson

\_\_\_\_\_  
Printed Name

GM Asphalt/Contracting Divisions

\_\_\_\_\_  
Printed Title

11/1/18

\_\_\_\_\_  
Date

TOWN OF NATICK

---

ATTACHMENT H  
CONTRACT

(SEE ATTACHED DOCUMENT.)



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: May 15, 2018

To Whom It May Concern :

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

**AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.**

is a domestic corporation organized on May 31, 1949 , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 18050298210

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

Processed by:



Aggregate Industries  
Northeast Region  
1715 Broadway  
Saugus, MA 01906

Phone 781-941-7200  
Fax 781-941-7273  
[www.aggregate-us.com](http://www.aggregate-us.com)

Officer

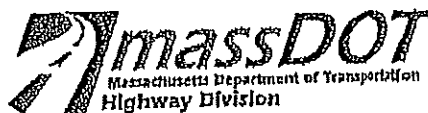
Guy Edwards, President  
Kevin Peart, Vice President  
Robert P. Andersson, Vice President  
A. Bond, Vice President- Tax  
T. Houlahan, Treasurer  
Jodie Earle, Secretary  
B. Miller, Secretary

Address

6211 Ann Arbor Rd., Dundee MI 48131  
1715 Broadway, Saugus MA 01906  
1715 Broadway, Saugus MA 01906  
6211 Ann Arbor Rd., Dundee MI 48131  
6211 Ann Arbor Rd., Dundee MI 48131  
6211 Ann Arbor Rd., Dundee MI 48131  
6211 Ann Arbor Rd., Dundee MI 48131



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



AGGREGATE INDUSTRIES NE REGION INC  
10 PARK PLZ RM 5510  
BOSTON, MA 02116-3933

June 20, 2018

Prequalification Certificate No A171-18

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount
Highway - Bike Paths	\$22,000,000.00
Highway - Sidewalk And Curbing	\$22,000,000.00
Pavement - Surfacing	\$22,000,000.00

Qualified Class of Work	Limit Amount
Highway - Construction	\$22,000,000.00
Pavement - Milling And Cold Planing	\$20,000,000.00

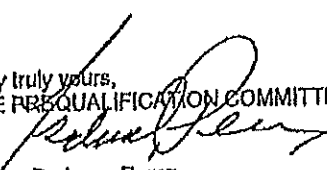
Bonding Capacity \$200,000,000.00

Bond Single Limit \$60,000,000.00

Expiration Date 6/30/2019

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until June 30, 2019 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to [prequal.r109@state.ma.us](mailto:prequal.r109@state.ma.us).

Very truly yours,  
THE PREQUALIFICATION COMMITTEE

By:   
Isidoro DeJesus Perez  
Director - Office of Construction Prequalification /  
Records & Procedures



Aggregate Industries  
Northeast Region  
1716 Broadway  
Saugus, MA 01906

Phone 781-941-7200  
Fax 781-941-7273  
www.aggregate-us.com

## **REFERENCES**

### ***HOT MIX ASPHALT, F.O.B.***

Town of Canton  
Michael Trotta, DPW Superintendent  
801 Washington Street  
Canton, MA 02021  
Phone: 781.821.5023  
Value: \$35,000.00  
Contract Term: 7/1/2015 -- 6/30/2017

Town of Foxborough  
Bob Swanson, Highway Superintendent  
70 Elm Street  
Foxborough, MA 02035  
Phone: 508.543.1228  
Value: \$25,000.00  
Contract Term: 7/1/2015 -- 6/30/2016

Town of Norfolk  
Bob McGhee, DPW Superintendent  
33 Medway Branch  
Norfolk, MA 02056  
Phone: 508.528.4990  
Value: \$15,000.00  
Contract Term: 7/1/2015 -- 6/30/2016

Town of Plainville  
Calvin Hall, Highway Superintendent  
P.O. Box 1717  
Plainville, MA 02762  
Phone: 508.699.2071  
Value: \$68,000.00  
Contract Term: 7/1/2015 -- 6/30/2017

Town of Sharon  
Bill Petipas, DPW Operations Supervisor  
217 Rear South Main Street  
Sharon, MA 02067  
Phone: 781.784.1525 x20  
Value: \$50,985.00  
Contract Term: 7/1/2015 -- 6/30/2016

Town of Wrentham  
Mike Levine, Public Works Superintendent  
360 Taunton Street  
Wrentham, MA 02093  
Phone: 508.384.5477  
Value: \$30,000.00  
Contract Term: 7/1/2015 -- 6/30/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/25/2016

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (NO. No. Ext): (866) 283-7122 FAX (NO. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Aggregate Industries Management, Inc. 6211 Ann Arbor Road Dundee MI 48131 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Co of North America 43575 INSURER C: ACE Fire Underwriters Insurance Co. 20702 INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 670073653646 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HD0671212221	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA-H25272584	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65436115 WC (AOS) SCFC6543619A WC (WI)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570073653646

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Insured is self-insured on physical damage for all owned, leased and rented autos. RE: Provision of Summer and Winter Hot Mix Asphalt. Town of Natick is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Natick Attn: Bryan LeBlanc 75 West St. Natick MA 01760 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837  
LOG #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Aggregate Industries Management, Inc.	
POLICY NUMBER See Certificate Number: 570073653646			
CARRIER See Certificate Number: 570073653646	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Additional Named Insureds

Holcim Participations (US) Inc.  
Lafarge North America, Inc.  
Aggregate Industries Management, Inc.  
Tiger Delivery LLC  
Aggregate Industries Land Company, Inc.  
Aggregate Industries - Northeast Region, Inc.  
Aggregate Industries - WCR, Inc.  
Aggregate Industries - MWR, Inc.  
Kost, Inc.  
Meyer Material Company, LLC  
Bardon, Inc. D/B/A Aggregate Industries - MAR  
Tiger Minmix, Inc.  
Aggregate Industries - SWR, Inc. D/B/A Frehner Construction  
Lattimore Materials Corp.  
Lordstown Construction Recovery LLC  
Redland Quarries NY Inc.  
Lafarge Aggregates Illinois Inc.  
Fredonia Valley Railroad, Inc.  
Tarrant concrete Co., Inc.

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ACORD 101 (2008/01)

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COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NORTHEAST REGIONAL OFFICE  
205B Lowell Street, Wilmington, MA 01887 • (978) 694-8200

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

IAN A. BOWLES  
Secretary

LAURIE BURT  
Commissioner

OCT 27 2008

Tim Jones  
Aggregate Industries Northeast  
1715 Broadway  
Saugus, MA 01906

RE: ASHLAND – Metropolitan Boston/  
Northeast Region  
310 CMR 7.02 – Air Quality Non-Major  
Comprehensive Plan Application  
Transmittal No. W228293  
Application No. MBR-08-IND-12  
FINAL APPROVAL

Dear Mr. Jones:

The Metropolitan Boston/Northeast Regional Office ("NERO") of the Department of Environmental Protection, Bureau of Waste Prevention, ("MassDEP"), has reviewed your Non-Major Comprehensive Plan Application ("Application") listed above. The application was submitted as required by Suffolk Superior Court Civil Action No. 08-01729-F and in accordance with Section 7.02 Plan Approval and Emission Limitations as contained in 310 CMR 7.00 "Air Pollution Control Regulations", adopted by the Department pursuant to the authority granted by Massachusetts General Laws, Chapter 111, Section 142 A-E, and Chapter 21C, Section 4 and 6.

This Application concerns the removal of existing approved equipment (Final Approval MBR-00-IND-029) and the subsequent installation and operation of new unapproved equipment associated with nonmetallic mineral processing operations at your 71 Spring Street, Ashland, MA facility. The Application also requests to increase plant processing limits as well as annual operating hours. This Approval supersedes Final Approval MBR-00-IND-029 as well as Final Restricted Emission Status Approval (RES) MBR-94-RES-060. The submitted Application was prepared by Tech Environmental, Inc. and bears the seal and signature of Michael T. Lannan, Massachusetts P.E. No. 45607.

MassDEP has determined that your Application is administratively and technically complete and that the Application, specifications, and Standard Operating and Maintenance Procedures for the subject equipment are in conformance with current air pollution control engineering practice, and hereby grants Final Approval for said Application, as submitted, subject to the conditions listed below.

Please review the entire Approval carefully, as it stipulates the particular conditions with which the facility owner/operator must comply in order for the facility to be operated in compliance with the Regulations. Failure to comply with this Approval will constitute a violation of the Regulations and can result in the revocation of the Approval.

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057, TDD# 866-539-7622 or 617-574-5868, <http://www.mass.gov/dep> • Fax (978) 894-3489

Printed on Recycled Paper

## 1. BACKGROUND AND DESCRIPTION OF FACILITY

Aggregate Industries owns and operates an asphalt batch plant (EU-1), asphalt heater (EU-2) and a nonmetallic mineral processing plant (crushing plant) (EU-3) at its 71 Spring Street, Ashland, MA facility. These emission units are currently subject to and shall comply with Approval MBR-89-IND-019 and this new Approval, MBR-08-IND-012. Aggregate Industries removed equipment associated with the EU-3 nonmetallic mineral processing system and installed new equipment into that system (Norberg HP400 tertiary crusher, Norberg 1144 tertiary crusher and Symons 5 1/2 secondary crusher) without first obtaining written Plan Approval from MassDEP.

This Approval (Application No. MBR-08-IND-012) focuses primarily on EU-3 and the new equipment that was installed without approval, however, emission limits relating to EU-1, EU-2 and the facility as a whole are also included herein.

The nonmetallic mineral processing plant (EU-3) produces crushed stone, gravel and sand of various sizes and qualities. EU-3 has been designed to reduce material size and to remove various sized products progressively. EU-3 has two (2) sections: the primary crushing plant and the secondary crushing plant.

At the primary plant section, rock is transferred by haul trucks to a feed box, then onto the Vibrating Grizzly Feeder (VGF). The VGF moves the material to the Cedar Rapids 42" x 48" jaw crusher (CR1) and from there it is carried on belt conveyor (C1) to the Tel-smith double deck screen (SCR1). After SCR1, the material progresses into the secondary section of EU-3, which consists of the Secondary Crusher- Symons 5 1/2 (CR2), Two (2) Tel-smith Double Deck Screens (SCR2 & SCR3), the Deister Triple Deck Screen, 8' x 20' (SCR4), the Tertiary Crusher - Nordberg HP 400 SX (CR3) and the Tertiary Crusher - Nordberg 1144 Omnicone (CR5). There are also fifteen (15) belt conveyors of varying lengths and widths which are used to move material throughout the plant. The material progresses through the screens and crushers until the desired sizes and quantities are reached. Ultimately, the various sized materials are stockpiled for later transport and use. Table 1 below identifies and describes the equipment which is utilized at the subject facility. Particulate emissions are controlled by utilizing a wet suppression system (PCD-2) which consists of twenty (20) spray bars and nozzles at all stone transfer points.

The maximum feed rate of raw materials (quarry shot rock, ledge, and some gravel) into the primary crusher will increase from 700 to 900 tons per hour. The maximum feed rate of materials to the downstream equipment including the secondary crusher, tertiary crushers and associated feeders, screens and conveyors is 600 tons per hour. The maximum potential for particulate emissions is calculated based on a maximum of 2,880 hours of operation per rolling 12-month period and the maximum raw material feed rates noted above. However, the actual raw material feed rate for the subject plant is expected to be 250 tons per hour for approximately 1,600 hours per 12-month rolling period.

## 2. EMISSION UNIT IDENTIFICATION

The following existing emission units (Table 1) are located at the Ashland facility and are subject to and shall comply with this Approval:

EMISSION UNIT	DESCRIPTION OF EMISSION UNIT	BU DESIGN CAPACITY	POLLUTION CONTROL DEVICE
BU-1	Asphalt Batch Plant with Distillate and Waste Oil Fired Rotary Dryer	300 Tons Asphalt per hour, 97.0 MM Btu/hr	PCD-1 Baghouse
BU-2	Asphalt Heater, Distillate Oil Fired	154,000 Btu/hr	NA
BU-3	Non-metallic Mineral Processing Plant Primary: • FMC Vibrating Grizzly Feeder (VGF) 54" x 24" • Primary Crusher-Cedarapids 42" x 48" Jaw Crusher (CR1) • Tel-smith Double Deck Screen, 7' x 20' (SCR1) Secondary: • Secondary Crusher- Symons 5 1/4 (CR2) • Two (2) Tel-smith Double Deck Screens (SCR2 & SCR3) • Deister Triple Deck Screen, 8' x 20' (SCR4) • Tertiary Crusher - Nordberg HP 400 SX (CR3) • Tertiary Crusher - Nordberg 1144 Omnicore (CR5) Conveyors: • Fifteen (15) Belt Conveyors of Varying Lengths and Widths (C1-C13, C8A, C9A)	900 Tons Per Hour Primary Crusher Feed Rate  600 Tons Per Hour Secondary Process Equipment	PCD-2 Water Spray Dust Suppression System

Table 1 Key:

BU# = emission unit number  
PCD = pollution control device  
MM = Million  
Btu/hr = British thermal units per hour  
NA = not applicable

### 3. APPLICABLE REQUIREMENTS

#### A. EMISSION LIMITS, RESTRICTIONS AND MINIMUM REQUIRED PCD OPERATING PARAMETERS

The facility shall comply with the emission limits/restrictions and the required operating parameters as contained in Table 2 below:

Table 2					
BU#	RESTRICTION/OPERATING PARAMETERS	POLLUTANT	EMISSION LIMIT/STANDARD		APPLICABLE REGULATION AND/OR APPROVAL NUMBER
			12 month rolling period	12 month rolling period	
BU-1, PCD-1 & BU-2	<ul style="list-style-type: none"><li>• BU-1- used oil with 0.5% S by wt</li><li>• 113,760 gallons per month</li><li>• 600,000 gallons per 12 month rolling period</li><li>• BU-1- #2 oil with 0.3% S by wt</li><li>• 459,400 gallons per month</li><li>• 2,000,000 gallons per 12 month rolling period</li><li>• BU-2- #2 oil with 0.3% S by wt</li><li>• 818 gallons per month</li><li>• 9,636 gallons per 12 month rolling period</li></ul>	NO <sub>x</sub>	7.7	36.5	MBR-89-IND-019 MBR-08-IND-012
		SO <sub>2</sub>	15.3	70.5	
		CO	1.4	6.5	
		VOC	4.4	20.9	
		TSP	3.7	17.7	
		PM <sub>10</sub>	1.8	8.44	
		Single HAP	1.0	2.4	
		Total HAPs	1.0	2.4	
		Visible Emissions	Opacity <5%, except <20% for <2 minutes during any one hour, never to exceed 20%		

TABLE 2					
EUA	RESTRICTIONS/OPERATING PARAMETERS	POLLUTANT	EMISSIONS LIMIT STANDARD		APPLICABLE REGULATION AND APPROVAL NUMBER
			On-Plant Only	Off-Plant Only	
EU-3	<ul style="list-style-type: none"><li>• Primary Crushing = 900 tons per hour</li><li>• Secondary (Finish Side) = 600 tons per hour</li><li>• 324 hours per month</li><li>• 2,880 hours per rolling 12 month period</li><li>• 291,000 tons processes per month</li><li>• 2,592,000 tons per rolling 12 month period</li></ul>	TSP	2.29	19.4	MBR-08-IND-012
		PM <sub>10</sub>	0.8	7.48	
		PM <sub>2.5</sub>	0.11	1.01	
		Visible Emissions (Opacity from fugitive particulate emissions)	<ul style="list-style-type: none"><li>• Screening and Conveyor/transfer operation: Opacity &lt; 10%</li><li>• Crushing: shall not exceed Opacity &lt; 15%</li></ul>		
Facility Wide		NO <sub>x</sub>	7.7	36.5	MBR-08-IND-012 MBR-89-IND-019
		SO <sub>2</sub>	15.3	70.5	
		CO	1.4	6.5	
		VOC	4.4	20.9	
		TSP	6.0	37.1	
		PM <sub>10</sub>	2.6	15.9	
		PM <sub>2.5</sub>	0.11	1.01	
		Single HAP	1.0	2.4	
		Total HAPs	1.0	2.4	

Table 2 Key:

BU# = Emission Unit Number  
Used Oil = specification Used Oil which meets the standards that are specified in Massachusetts Regulations under 310 CMR 7.05(8)  
% = percent  
S = sulfur  
wt = weight  
# = number  
NO<sub>x</sub> = nitrogen oxides

SO<sub>2</sub> = sulfur dioxide  
CO = carbon monoxide  
VOC = volatile organic compounds  
TSP = total suspended particulates  
PM<sub>10</sub> = particulate matter no larger than 10 microns in diameter  
PM<sub>2.5</sub> = particulate matter no larger than 2.5 microns in diameter  
HAP = hazardous air pollutant  
≤ = less than or equal to  
< = less than

## B. COMPLIANCE DEMONSTRATION

The facility shall comply with the monitoring/testing, record keeping, and reporting requirements as contained in Tables 3, 4, and 5 below:

Table 3 MONITORING/TESTING REQUIREMENTS	
BU-1	In accordance with Regulation 310 CMR 7.04(4)(a), EU-1 shall be inspected and maintained in accordance with the manufacturer's recommendations and tested for efficient operation at least once in each calendar year.
EU-1, BU-2	Aggregate shall, in accordance with Approval MBR-89-IND-019, conduct a visolite test or equivalent on PCD-1 prior to seasonal startup of EU-1 to locate leaks, bags failures, or problems with the operation of the baghouse, such as excessive stack gas opacity. Monitor process operations, the type of fuel burned, the actual sulfur content of each fuel oil used, and fuel usage in order to demonstrate compliance with fuel restrictions and emissions limits as specified in Table 2 above.

Table 3 MONITORING REQUIREMENTS	
EU-3	Aggregate shall monitor the hours of operation and the number of tons of material processed per hour. Aggregate Industries personnel shall visually inspect the wet dust suppression system (PCD-2) during daily startup of the plant operations and take immediate corrective actions, should such be necessary. Aggregate personnel shall monitor the operation of the wet dust suppression system (PCD-2) throughout the workday. Any problems which diminish the effectiveness of the system shall be corrected immediately.
Facility-Wide	Maintain on-site, at all times, a copy of the SOMP for the subject emission units listed in Table 1 of this Approval. Perform Emissions Compliance Testing (Stack Testing), in accordance with 310 CMR 7.13, and 40 CFR Part 60, Appendix A or any other testing if and when requested by MassDEP or EPA. Monitor facility operations such that compliance with the restrictions and emission limitations/standards contained in Table 2 of this Approval can be determined. Monitor operations such that information may be compiled for the preparation of a Source Registration/Emission Statement Form as required by 310 CMR 7.12.

Table 4 RECORD KEEPING REQUIREMENTS	
EU-1	Maintain an equipment maintenance and repair log on file for the subject equipment, including PCD-1. The results of inspection, maintenance, and testing performed in accordance with Regulation 310 CMR 7.04(4)(a) shall be recorded and posted conspicuously on or near the permitted equipment. Said results shall include the date upon which it was performed.
EU-1, EU-2	Maintain fuel purchase receipts on file and fuel usage logs. Said fuel usage logs shall contain: the total fuel usage for each type of fuel burned each month, the actual type of fuel burned, the actual sulfur content of each fuel oil used, and the total fuel usage for the previous twelve months for each type of fuel burned (the total from the current month's fuel usage plus the sum of fuel usage for the eleven months preceding the current month).
EU-3	Maintain a record of the number of hours of operation and the number of tons of material processed. Maintain a repair/maintenance and log and operational inspection log that shall, at a minimum, include a report of conditions noted by the observer and any corrective actions taken. The report shall also note the date, time, equipment, and activities observed.
Facility-Wide	Aggregate shall keep records on-site of all inspection and maintenance activities for the facility for operations that contribute to air emissions. Aggregate shall maintain on site and accessible at or near the subject equipment, at all times, a copy of this Approval letter and other applicable Approvals for all air-emissions-related equipment at the facility. Aggregate shall maintain adequate records on-site to demonstrate compliance with the emission limits as stated in Table 2 of this Approval. At a minimum, the information shall include the calculated facility emissions for the month as well as the prior 11 months. Aggregate shall keep records on-site of results of any Emissions Compliance Testing (Stack Testing) performed in accordance with 310 CMR 7.13, and 40 CFR Part 60, Appendix A, or of any other testing required by the Department or EPA. Aggregate shall maintain all records or reports required by this Approval on site for five (5) years. All records shall be made available to MassDEP or EPA personnel upon request.

TABLE 3 REPORTING REQUIREMENTS	
Facility Wide	<p>Aggregate Industries shall submit an annual report to this Office by March 15 of each year containing the actual emission rates for the previous calendar year, both monthly and running 12-month totals, for each of the air contaminants specified in Table II above. (See attached Annual Report Form for an example of a format which is acceptable to MassDEP. An electronic version of this form in Microsoft Excel format can be obtained at (<a href="http://www.state.ma.us/dep/nero/bwp/nerobwp.htm">http://www.state.ma.us/dep/nero/bwp/nerobwp.htm</a>).</p> <p>Aggregate shall submit, in writing, an Exceedance Report to MassDEP should the facility exceed any limitation/restriction established in Table 2 of this Approval. Said Exceedance Report shall be submitted within seven (7) days of determination of the exceedance of the limitation/restriction. The Exceedance Report shall include identification, duration, and reason for the exceedance, and the remedial action plan to prevent future exceedances.</p> <p>Aggregate shall accurately report to MassDEP, in accordance with 310 CMR 7.12, all information as required by the Source Registration/Emission Statement Form. The facility shall note any minor changes, which did not require Plan Approval (under 310 CMR 7.02, 7.03, etc.) therein.</p>

#### 4. SPECIAL TERMS AND CONDITIONS

The Ashland facility is subject to, and shall comply with, the following special terms and conditions:

- The facility approved herein shall be operated in accordance with all limits and/or restrictions (i.e., emission limitations, operating and/or production limitations, etc.) contained in this Final Approval in addition to any other applicable Approvals and regulations. The facility shall also be operated in strict accordance with the conditions, provisions and/or descriptions contained in this Final Approval, which include, but are not limited to: standard operating and maintenance procedures, preventative/mitigation measures for air pollution, record keeping, reporting, notifications, testing requirements, etc.
- Aggregate shall activate the wet dust suppression system PDC-2 prior to start up of the crushing and associated process equipment (EU-3) and shall continue to operate the system while EU-3 is in operation.
- Aggregate Industries shall keep all facility roads paved, swept, and/or wetted as applicable and shall keep all product storage piles watered as required to minimize fugitive particulate emissions. Aggregate Industries shall employ all reasonable good housekeeping practices to minimize fugitive particulate emissions from the handling of material at the facility.
- Aggregate shall take necessary precautions to insure that the facility complies with MassDEP's noise guidelines (MassDEP Noise Policy 90-001) and that the facility does not cause a condition of air pollution (noise) as per 310 CMR 7.10. MassDEP Noise Policy 90-001 limits increases over the existing L<sub>90</sub> ambient background level to 10 decibels, A-weighted (dBA). The L<sub>90</sub> level represents the sound level exceeded 90 percent of the time and is used by MassDEP for the regulation of noise emissions. Additionally, "pure tone" sounds, defined as any octave band level which exceeds the levels in adjacent octave bands by 3 dBA or more, are also prohibited. Aggregate shall ensure that the facility complies with said Policy at its property line, and that of the nearest inhabited residence.

- e) Aggregate Industries shall have readily accessible on-site as spares, at all times, the minimum number of filter elements, cartridges, or bags for PCD-1 as required by Approval MBR-89-IND-019 and as recommended by PCD-1's manufacturer specifications.
- f) In accordance with Approval MBR-89-IND-019, Aggregate shall, in the event of a malfunction of PCD-1, immediately cease operation of EU-1 until the problem has been corrected.
- g) Aggregate has indicated that the facility's crushing equipment approved herein is subject to 40 CFR Part 60, Subpart.000, "Standards of Performance for Nonmetallic Mineral Processing Plants," and all applicable requirements contained therein. MassDEP has not accepted delegation of authority for 40 CFR Part 60, Subpart 000. You are advised to consult with USEPA regarding applicability to Subpart 000 including any notification, record keeping, reporting, monitoring, and testing requirements for which you may be subject.
- h) Aggregate shall comply with 310 CMR 7.09 (1) at all times. 310 CMR 7.09 (1) states that no person having control of any dust or odor generating operations shall permit emissions therefrom which cause or contribute to a condition of air pollution. This air pollution regulation is enforceable by any police department, fire department, board of health officials, or building inspector or their designee acting within their jurisdictional area.
- i) Aggregate shall comply with 310 CMR 7.01 (1) at all times. 310 CMR 7.01 (1) states that no person owning, leasing or controlling the operation of any air contaminant source shall willfully, negligently, or through failure to provide necessary equipment or to take necessary precautions, permit any air emissions from said air contamination source of such quantities of air contaminants which will cause, by themselves or in conjunction with other air contaminants, a condition of air pollution.

## 5. GENERAL CONDITIONS

The facility is subject to, and must comply with, the following general conditions:

- a) The facility shall allow MassDEP personnel access to the site, buildings, and all pertinent records at all reasonable times for the purpose of making inspections and surveys, collecting samples, obtaining data, and reviewing records.
- b) This Approval consists of the Application materials and this Approval letter. If conflicting information is found between these two documents, then the requirements of the Approval letter shall take precedence over the documentation in the Application materials.
- c) This Approval does not negate the responsibility of the facility to comply with this or any other applicable federal, state, or local regulations now or in the future. Nor does this Approval imply compliance with this or any other applicable federal, state, or local regulations now or in the future.



d) This Approval may be suspended, modified, or revoked by MassDEP if, at any time, MassDEP determines that the facility is violating any condition or part of this Approval.

e) The MassDEP has determined that the filing of an Environmental Notification Form (ENF) with the Secretary of Energy & Environmental Affairs, for air quality purposes, was not required prior to this action by the MassDEP. Notwithstanding this determination, the Massachusetts Environmental Policy Act (MEPA) and Regulation 301 CMR 11.00, Section 11.04; provide certain "Fail-Safe Provisions" which allow the Secretary to require the filing of an ENF and/or Environmental Impact Report at a later time.

f) Failure to comply with any of the above stated conditions will constitute a violation of the "Regulations", and can result in the revocation of the Approval granted herein and/or other appropriate enforcement action as provided by law. MassDEP may also revoke this Approval if the construction work is not begun within two years from the date of issuance of this Approval, or if the construction work is suspended for one year or more.

#### 6. APPEAL PROCESS

This Approval is an action of MassDEP. If you are aggrieved by this action, you may request an adjudicatory hearing. A request for a hearing must be made in writing and postmarked within twenty-one (21) days of the date you received this Approval.

Under 310 CMR 1.01(6)(b), the request must state clearly and concisely the facts, which are the grounds for the request, and the relief sought. Additionally, the request must state why the Approval is not consistent with applicable laws and regulations.

The hearing request along with a valid check payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100.00) must be mailed to:

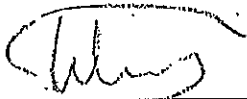
Commonwealth of Massachusetts  
Department of Environmental Protection (MassDEP)  
P.O. Box 4062  
Boston, MA 02211

This request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver as described below. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority.

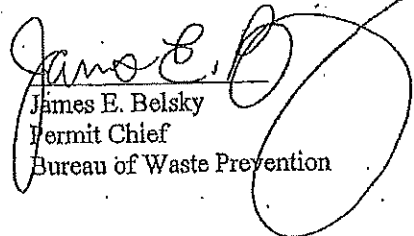
MassDEP may waive the adjudicatory hearing-filing fee for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file, together with the hearing request as provided above, an affidavit setting forth the facts believed to support the claim of undue financial hardship.

Aggregate Industries Northeast  
Final Approval  
Transmittal No. W228293  
Application No. MBR-08-IND-012  
Page 9 of 9

Should you have any questions concerning this Approval, please contact Thomas Hannah by telephone at (978) 694-3287, or in writing at the letterhead.

  
Thomas A. Hannah  
Environmental Engineer

Sincerely,

  
James E. Belsky  
Permit Chief  
Bureau of Waste Prevention

cc: Board of Health, 101 Main Street, 2nd Floor, Ashland, MA 01721  
Fire Headquarters, 70 Cedar Street, Ashland, MA 01721  
MassDHP/Boston - Yi Tian (E-Copy)  
MassDHP/NEBO - Thomas Parks (E-Copy & Hard Copy), Mary Persky



# CERTIFICATE OF LIABILITY INSURANCE

DATE: 10/01/2019

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

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

PRODUCER  
Ann Risk Services Southwest, Inc.  
Houston TX Office  
5555 San Felipe  
Suite 1500  
Houston TX 77056 USA

CONTACT  
NAME:  
PHONE:  
(AC. No.) (866) 283-7122  
FAX:  
(AC. No.) (800) 383-0102  
EMAIL:  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NMC #

INSURER A: ACS American Insurance Company 22667  
INSURER B: American Guarantee & Liability Ins Co 26247  
INSURER C: Indemnity Insurance Co of North America 43575  
INSURER D: ACE Fire Underwriters Insurance Co. 20702  
INSURER E:  
INSURER F:

INSURED  
Aggragate Industries Management, Inc.  
6211 Ann Arbor Road  
Dundee MI 48131 USA

CERTIFICATE NUMBER: 570073766888

REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	H6067121221	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$2,000,000 MED EXP (Per one person) \$5,000 PERSONAL & MED INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMMODITY \$4,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS LEASED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	ISA-1125272584	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. \$500,000	AVC014440102	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER (EXCLUDED) If yes, describe under DESCRIPTION OF OPERATIONS below	WLC65436119 WC (AOS) SCFC65436119A WC (AOC)	10/01/2018 10/02/2018	10/01/2019 10/01/2019	E.I. PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-PA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Insured is self-insured on physical damage for all owned, leased and rented autos. AG: Provision of summer and winter hot mix Asphalt. Town of Natick is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, in accordance with the policy provisions of the general liability policy.

## CERTIFICATE HOLDER

Town of Natick  
Attn: Bryan LeBlanc  
75 West St.  
Natick MA 01760 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ann Risk Services Southwest Inc

Holder Identifier:

Certificate No: 570073766888

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837  
LOG #:



## ADDITIONAL REMARKS SCHEDULE

Page -- of --

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Aggregate Industries Management, Inc.	
POLICY NUMBER See Certificate Number: 570073766888			
CARRIER See Certificate Number: 570073766888	NAIC CODE	EFFECTIVE DATE	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance  
Additional Named Insureds

Holcim Participations (US) Inc.  
Lafarge North America, Inc.  
Aggregate Industries Management, Inc.  
Tiger Delivery LLC  
Aggregate Industries Land Company, Inc.  
Aggregate Industries - Northeast Region, Inc.  
Aggregate Industries - WCR, Inc.  
Aggregate Industries - MWR, Inc.  
Kost, Inc.  
Meyer Material Company, LLC  
Bardon, Inc. D/B/A Aggregate Industries - MAR  
Tiger Minmix, Inc.  
Aggregate Industries - SWR, Inc. D/B/A Frahner Construction  
Lattimore Materials Corp.  
Lordstown Construction Recovery LLC  
Redland Quarries NY Inc.  
Lafarge Aggregates Illinois Inc.  
Fredonia Valley Railroad, Inc.  
Tarrant Concrete Co., Inc.



# AIA Document A312™ – 2010

Bond No. 30045339

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)  
AGGREGATE INDUSTRIES - NORTHEAST  
REGION, INC.  
1715 Broadway  
Saugus, MA 01906

### SURETY:

(Name, legal status and principal place  
of business)  
WESTERN SURETY COMPANY  
151 N. Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)  
TOWN OF NATICK  
75 West Street  
Natick, MA 01760

### CONSTRUCTION CONTRACT

Date: 11/26/18

Amount: One Hundred Thousand and 00/100 Dollars  
(\$ 100,000.00)

### Description:

(Name and location)  
Summer and Winter Hot Asphalt Mixes

### BOND

Date: 11/26/18

(Not earlier than Construction Contract Date)

One Hundred Thousand and 00/100 Dollars  
Amount: (\$ 100,000.00)

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
AGGREGATE INDUSTRIES - NORTHEAST REGION,  
INC.

Signature:

Name: ROBERT P. AUSKESIN  
and Title: V.P.

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
WESTERN SURETY COMPANY

Signature:

Name: Vanessa Dominguez, Attorney-in-Fact  
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Aon Risk Services Southwest, Inc.  
5555 San Felipe St., Suite 1500  
Houston, TX 77056  
832-476-6000

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company:

*(Corporate Seal)*

**SURETY**  
Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_, Attorney-in-Fact  
Address: \_\_\_\_\_





# Document A312™ – 2010

Bond No. 30045339

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)  
AGGREGATE INDUSTRIES - NORTHEAST  
REGION, INC.  
1715 Broadway  
Saugus, MA 01906

### SURETY:

(Name, legal status and principal place  
of business)

WESTERN SURETY COMPANY  
151 N. Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)  
TOWN OF NATICK  
75 West Street  
Natick, MA 01760

### CONSTRUCTION CONTRACT

Date: 11/26/18

Amount: One Hundred Thousand and 00/100 Dollars  
(\$ 100,000.00)

### Description:

(Name and location)

Summer and Winter Hot Asphalt Mixes

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: 11/26/18

(Not earlier than Construction Contract Date)

Amount: One Hundred Thousand and 00/100 Dollars  
(\$ 100,000.00)

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
AGGREGATE INDUSTRIES - NORTHEAST REGION,  
INC.

Signature:

Name ROBERT P. ANDERSSON

and Title: V.P.

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
WESTERN SURETY COMPANY

Signature:

Name Vanessa Dominguez, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Aon Risk Services Southwest, Inc.  
5555 San Felipe St., Suite 1500  
Houston, TX 77056  
832-476-6000

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: ,

Address:

Signature: \_\_\_\_\_

Name and Title: , Attorney-in-Fact

Address:

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Lupe Tyler, Lisa A Ward, Wendy W Stuckey, Michael J Herrod, Anoop Chawla Adlakha, Nancy Thomas, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 21st day of July, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of November, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/26/2018

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

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

PRODUCER  
Aon Risk Services Southwest, Inc.  
Houston TX Office  
5555 San Felipe  
Suite 1500  
Houston TX 77056 USA

CONTACT NAME:  
PHONE (A/O. No., Ext.): (866) 283-7172 FAX (A/O. No.): (800) 363-0105  
E-MAIL ADDRESS:

INSURED  
Aggregate Industries Management, Inc.  
6211 Ann Arbor Road  
Dundee MI 48131 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: ACE Fire Underwriters Insurance Co.	20702
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 670073653646

REVISION NUMBER:

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

INSURANCE TYPE	TYPE OF INSURANCE	ADDL SUBR INSD VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:		HD0671212221	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA-H25272584	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N	WLRC65436115 WC (AOS) SCFC6543619A WC (WI)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Insured is self-insured on physical damage for all owned, leased and rented autos. RE: Provision of summer and winter Hot Mix Asphalt. Town of Natick is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

Town of Natick  
Attn: Bryan LeBlanc  
75 West St.  
Natick MA 01760 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier:

Certificate No.: 570073653646

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837  
LOG #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Aggregate Industries Management, Inc.	
POLICY NUMBER See Certificate Number: 570073653646			
CARRIER See Certificate Number: 570073653646	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Additional Named Insureds

Holcim Participations (US) Inc.  
Lafarge North America, Inc.  
Aggregate Industries Management, Inc.  
Tiger Delivery LLC  
Aggregate Industries Land Company, Inc.  
Aggregate Industries - Northeast Region, Inc.  
Aggregate Industries - WCR, Inc.  
Aggregate Industries - MWR, Inc.  
Kost, Inc.  
Meyer Material Company, LLC  
Bardon, Inc. D/B/A Aggregate Industries - MAR  
Tiger Minimax, Inc.  
Aggregate Industries - SWR, Inc. D/B/A Frehner Construction  
Lattimore Materials Corp.  
Lordstown Construction Recovery LLC  
Redland Quarries NY Inc.  
Lafarge Aggregates Illinois Inc.  
Fredonia Valley Railroad, Inc.  
Tarrant Concrete Co., Inc.

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ACORD 101 (2008/01)

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## NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

Named Insured <b>Holcim Participations (US) Inc.</b>			Endorsement Number
Policy Symbol <b>HDO</b>	Policy Number <b>G71212221</b>	Policy Period <b>10/01/2018 to 10/01/2019</b>	Effective Date of Endorsement <b>10/01/2018</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

#### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Town of Natick Attn: Bryan LeBlanc		75 West St. Natick MA 01760



Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of the Policy remain unchanged.

\_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/26/2018

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

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

PRODUCER  
Aon Risk Services Southwest, Inc.  
Houston TX Office  
5555 San Felipe  
Suite 1500  
Houston TX 77056 USA

CONTACT NAME:  
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105  
E-MAIL ADDRESS:

INSURED  
Aggregate Industries Management, Inc.  
6211 Ann Arbor Road  
Dundee MI 48131 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 670073653646

REVISION NUMBER:

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

Limits shown are as requested

INSURANCE TYPE	TYPE OF INSURANCE	ADDL SUPP INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		HD0671212221	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					PRODUCTS - COM/POP AGG \$4,000,000
	OTHER:					
A	AUTOMOBILE LIABILITY		ISA-H25272584	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	DED RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLCRC65436115	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in RI)	Y/N	WC (AOS)	10/01/2018	10/01/2019	E.L. EACH ACCIDENT \$1,000,000
	(If yes, describe under DESCRIPTION OF OPERATIONS below)	N	SCFC6543619A			E.L. DISEASE-EA EMPLOYEE \$1,000,000
			WC (WI)			E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Insured is self-insured on physical damage for all owned, leased and rented autos. RE: Provision of Summer and Winter Hot Mix Asphalt. Town of Natick is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

Town of Natick  
Attn: Bryan LeBlanc  
75 West St.  
Natick MA 01760 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier:

Certificate No.: 570073653646

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837

LOG #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Aggregate Industries Management, Inc.	
POLICY NUMBER See Certificate Number: 570073653646			
CARRIER See Certificate Number: 570073653646	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

### **Additional Named Insureds**

Holcim Participations (US) Inc.  
 Lafarge North America, Inc.  
 Aggregate Industries Management, Inc.  
 Tiger Delivery LLC  
 Aggregate Industries Land Company, Inc.  
 Aggregate Industries - Northeast Region, Inc.  
 Aggregate Industries - WCR, Inc.  
 Aggregate Industries - MWR, Inc.  
 Kost, Inc.  
 Meyer Material Company, LLC  
 Bardon, Inc. D/B/A Aggregate Industries - MAR  
 Tiger Minmix, Inc.  
 Aggregate Industries - SWR, Inc. D/B/A Frehner Construction  
 Lattimore Materials Corp.  
 Lordstown Construction Recovery LLC  
 Redland Quarries NY Inc.  
 Lafarge Aggregates Illinois Inc.  
 Fredonia Valley Railroad, Inc.  
 Tarrant Concrete Co., Inc.

## NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

Named Insured <b>Holcim Participations (US) Inc.</b>			Endorsement Number
Policy Symbol <b>HDO</b>	Policy Number <b>G71212221</b>	Policy Period <b>10/01/2018 to 10/01/2019</b>	Effective Date of Endorsement <b>10/01/2018</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Town of Natick Attn: Bryan LeBlanc		75 West St. Natick MA 01760

<b>Name of Certificate Holder</b>	<b>E-Mail Address</b>	<b>Physical Address</b>

All other terms and conditions of the Policy remain unchanged.

---

Authorized Representative



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2018

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

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

PRODUCER  
Ann Risk Services Southwest, Inc.  
Houston TX Office  
5555 San Felipe  
Suite 1500  
Houston TX 77056 USA

CONTACT  
NAME  
PHONE (A/C No. Ext): (866) 283-7322 FAX (A/C No.): (800) 383-0305  
E-MAIL ADDRESS:

INSURED  
Aggregate Industries Management, Inc.  
8211 Ann Arbor Road  
Owensville KY 40301 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: American Guarantee & Liability Ins Co	26247
INSURER C: Indemnity Insurance Co of North America	43575
INSURER D: ACE Fire Underwriters Insurance Co.	20702
INSURER E:	
INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 570073766868

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		400671212221	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$2,000,000 MED EXP (per one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ISA-H25272534	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (EA accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
H	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		AUC034440102	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ DIRECTOR/ SULLOCCY (Residency in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N	WLC65436115 WC (AOS) SCRC65436115A WC (WT)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Insured is self-insured on physical damage for all owned, leased and rented autos. AGI Provision of summer and winter hot mix Asphalt. Town of Hatfield is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, in accordance with the policy provisions of the General Liability policy.

### CERTIFICATE HOLDER

### CANCELLATION

Town of Hatfield  
Attn: Ryan LeBlanc  
75 West St.  
Hatfield MA 01760 USA

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

AUTHORIZED REPRESENTATIVE

Ann Risk Services Southwest, Inc.

Holder Identifier:

Certificate No.: 570073766868

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ACORD 26 (2016/03)

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AGENCY CUSTOMER ID: 570000035837

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Aggregate Industries Management, Inc.	
POLICY NUMBER See Certificate Number: 570073766888			
CARRIER See Certificate Number: 570073766888	NAIC CODE	EFFECTIVE DATE	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Named Insureds

Molcim Participations (US) Inc.  
 Lafarge North America, Inc.  
 Aggregate Industries Management, Inc.  
 Tiger Delivery LLC  
 Aggregate Industries Land Company, Inc.  
 Aggregate Industries - Northeast Region, Inc.  
 Aggregate Industries - WCR, Inc.  
 Aggregate Industries - MWR, Inc.  
 Kost, Inc.  
 Meyer Material Company, LLC  
 Sardon, Inc. D/B/A Aggregate Industries - MAR  
 Tiger Minmix, Inc.  
 Aggregate Industries - SWR, Inc. D/B/A Frehner Construction  
 Lattimore Materials Corp.  
 Lordstown Construction Recovery LLC  
 Redland Quarries NY Inc.  
 Lafarge Aggregates Illinois Inc.  
 Fredonia Valley Railroad, Inc.  
 Tarrant Concrete Co., Inc.