

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
Robert Rooney, Interim Town Administrator
James Errickson, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Thomas Hladick, Asst. Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: January 4, 2021

SUBJECT: CONTRACT AWARD
Catch Basin Cleaning in the Town of Natick - 2020

On December 18, 2020, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services for catch basin cleaning in the Town of Natick. Bids were received from four (4) bidders. (See attached.)

The lowest bidder, Road-Way Maintenance Services, Inc. is the lowest responsible and eligible bidder. We recommend that the Natick Select Board award the contract to Road-Way Maintenance Services, Inc. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$59,000 per year, or \$177,000 for three years, as provided for in Road-Way Maintenance Services, Inc.'s bid. Per Mr. Marsette, the bid was based upon a quantity of 2,000 catch basins to be cleaned each year of the contract. We are requesting the award of a three (3)-year contract, subject to annual appropriation. We have reviewed the bids received and have checked the references and qualifications of Road-Way Maintenance Services, Inc.

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

Bids Received:	12/18/20
Newspaper Advertisement (<u>Metrowest Daily News</u>):	12/1/20
Website Posting:	11/25/20
Town Hall Posting:	11/25/20
COMMBUYS Posting:	11/25/20
Central Register Posting:	12/02/20

Funding: Natick Public Works Operating Budget - \$177,000.00
Bids Received: See attached.

IFB Opening Form

Date & Time: December 18, 2020, 10:00 A.M. EST

Witness Signature:

Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick

This Contract is made this thirteenth day of January, 2021, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” the “Town,” or the “Owner”), and Road-Way Maintenance Services, Inc., 130 Camelot Drive, Unit 14, Plymouth, MA 02360 (hereinafter the “Contractor”).

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to catch basin cleaning, as set forth in the Invitation for Bids for Services Related to Catch Basin Cleaning in the Town of Natick (“IFB”), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor’s services shall be performed expeditiously and consistent with professional skill and care in accordance with the applicable professional standards in the Eastern Massachusetts area.

3. Term

The term of this Contract shall commence as of the date of this contract above and shall end three (3) years later. All work performed under this Contract shall be complete by said end date.

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

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In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

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

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

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

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merchantable quality and shall be fit for the purpose sought by the Town of Natick. 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 of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability. Environmental/Pollution Liability Insurance - \$1,000,000 occurrence/\$2,000,000 aggregate is also desired.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this 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 of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance

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that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, 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

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 of Natick 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 of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this 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 of Natick.

17. Criminal Background Screening

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

18. *Delays/Force Majeure*

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

19. *Termination*

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

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Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town: James Errickson
Deputy Town Administrator - Operations
Natick Town Hall
13 East Central Street
Natick, MA 01760

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

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If to the Contractor: Rosemary Setterlund, President
Road-Way Maintenance Services, Inc,
130 Camelot Drive, Unit 14,
Plymouth, MA 02360.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be

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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 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**

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shall control.

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

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

**Town of Natick, Massachusetts
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The Town of Natick, Massachusetts

Road-Way Maintenance Services, Inc.

by: the Natick Select Board

by:

Jonathan H. Freedman, Chairman

Signature

Karen Adelman-Foster, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Susan G. Salamoff

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

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

VOTED: To authorize and empower either _____,

(Name) (Title);
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

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

Signature

Printed Name

Printed Title

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

APPENDIX 1
TOWN OF NATICK
BID FORM
(6 pages)

The undersigned hereby submits a sealed bid for services related to catch basin cleaning in the Town of Natick.

Printed Name of Bidder:

Road-Way Maintenance Services Inc.

Address: 130 Camelot Dr, Unit 14

Plymouth, MA 02360

The Bidder acknowledges receipt of Addenda Nos. _____ Please list 1, 2, 3, 4, 5, etc. and not 1-5, etc.

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

1. Year 1 - Bid Price Per Catch Basin: \$29.50 each x 2,000 basins Total \$ 59,000.00
2. Year 2 - Bid Price Per Catch Basin: \$29.50 each x 2,000 basins Total \$ 59,000.00
3. Year 3 - Bid Price Per Catch Basin: \$29.50 each x 2,000 basins Total \$ 59,000.00

Total Price FOR MAIN BID WORK PLUS DISPOSAL OFFSITE (SUM OF THREE YEARS)

Total Price in Words FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

One Hundred Seventy Seven Thousand Dollars and no cents.

Total Price in Numbers FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

\$ 177,000.00

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates 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 Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.

- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder 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.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

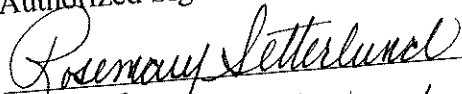
The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

Authorized Signature


Printed Name
Rosemary Setherlund

President
Printed Title

12/18/20
Date

If a Corporation:
Full Legal Name

Road-Way Maintenance Services Inc.

Officers of Corporation and Addresses

Pres. Treasurer & Secretary/Clerk

Rosemary Setterlund, 95 Jordan Rd. Plymouth, MA 02360

State of Incorporation Massachusetts

Principal Place of Business 130 Camelot Dr. Unit 14
Plymouth, MA 02360

Telephone Number. 774-283-4386

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

130 Camelot Dr. Unit 14
Plymouth, MA 02360

Telephone Number 774-283-4386

Full Legal Name of Surety Company

Aegis Security Ins. Co

Principal Place of Business of Surety Company

Aegis Security Ins Co

4507 North Front St. Harrisburg, PA

Telephone Number 508-219-4329

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

T.T Lane Ins. Agency

PO Box 389

Milton, MA 02186

Telephone Number 508-219-4329

Appendix 2
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.

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth, MA 02360

774-283-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

Dec 18, 2020
Date

Appendix 3
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.

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth MA 02360

774-283-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

Dec 18, 2020
Date

Appendix 4
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 Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (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. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/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.

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth,

774-283-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

Dec 18, 2020
Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth, MA 02360
774-263-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

Pres./Clerk/Treasurer
Printed Title

12/18/20
Date

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

* Rosemary Setterlund is the only officer of the corporation.

Appendix 6
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.

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth, MA 02360

774-283-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

12/18/20
Date

Appendix 7
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Drive, Unit 14
Address of Bidder

Plymouth, MA 02360

774-253-4346
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

12/14/20
Date

Appendix 8
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.

Road-Way Maintenance Services Inc.
Name of Bidder

130 Camelot Dr. Unit 14
Address of Bidder

Plymouth, MA 02360

774-263-4386
Telephone Number

By: Rosemary Setterlund
(Signature)

Rosemary Setterlund
Printed Name

President
Printed Title

12/18/20
Date

J.J. Lane Insurance Agency

Post office Box 389
Milton, Massachusetts 02186
Tel: (508) 219-4329 Fax: (508) 238-7281

Joseph J. Lane
President

December 18, 2020

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

Project: Catch Basin Cleaning

To Whom It May Concern,

Please be advised that Aegis Security Insurance Company, 4507 North Front St., Suite 200, Harrisburg PA 17110 is prepared at this time to execute a Performance and Labor and Material Payment Bond, in the form indicated in the specifications for the above captioned project, for Road-Way Maintenance Services Inc, in the amount of One Hundred Percent (100%) of the contract sum, to the project owner, should Road-Way Maintenance Services Inc, 130 Camelot Dr Unit 14, Plymouth, MA 02360-3023 be the low and responsible bidder and awarded a contract for the described project.

Very Truly Yours,


Gail M. Paling
Attorney-in-fact

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. MA 217

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **JOSEPH J. LANE, GAIL M. PALING**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$7.5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 6th day of April, 2020.

AEGIS SECURITY INSURANCE COMPANY

By:

W. J. Wollyung, III

W. J. WOLLYUNG, III
President



Commonwealth of Pennsylvania }
County of Dauphin } s.s.: Harrisburg

On this 6th day of April, 2020 before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jeanne LP Tennis

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



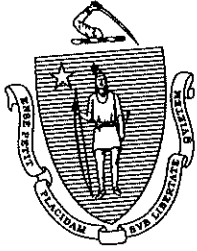
I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 18th day of December 2020

Rebecca J. Liddick

REBECCA J. LIDDICK
Secretary





William Francis Galvin
Secretary of the
Commonwealth

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

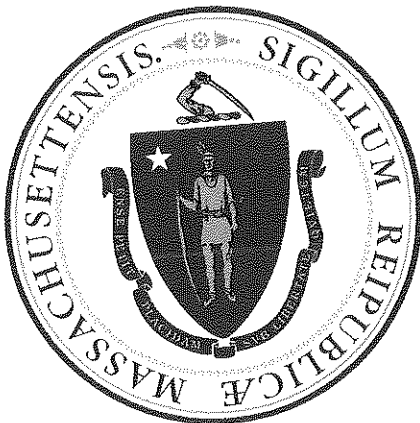
Date: December 03, 2020

To Whom It May Concern :

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

ROAD-WAY MAINTENANCE SERVICES INC.

is a domestic corporation organized on **February 07, 2011** , 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: 20120132380

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

Processed by: bod



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2020

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 Clippership Insurance Agency PO Box 112 Kingston INSURED Road Way Maintenance Services Inc. Po Box 1356 Plymouth	MA 02364	CONTACT NAME: Linda Duquette PHONE (A/C, No, Ext): (781) 585-2522 E-MAIL: linda.clippership@comcast.net ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (781) 585-9415 NAIC # 39357
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COVERAGES

CERTIFICATE NUMBER: CL2012453072

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA9P081528	05/04/2020	05/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						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/A	AWC40070376352020A	02/15/2020	02/15/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Natick is named as an additional insured on the policy as respect to operations of the named insured when required by executed contract prior to the loss/claim

CERTIFICATE HOLDER

Town of Natick Natick Town Hall
13 East Central Street

Natick

MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Linda Duquette

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2020

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 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 CLIPPERSHIP INSURANCE AGENCY P O BOX 112 KINGSTON MA 02364	CONTACT NAME: Joseph Balboni PHONE (A/C, No, Ext): (781) 585-2522 E-MAIL ADDRESS: clipperins@comcast.net FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE INSURER A: AIM MUTUAL INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 33758
INSURED ROAD WAY MAINTENANCE SERVICES INC P O BOX 1356 PLYMOUTH MA 02362			

COVERAGES **CERTIFICATE NUMBER:** 601916 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	N/A	AWC40070376352020A	02/15/2020	02/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER

CANCELLATION

Town of Natick-Natick Town Hall 13 East Central Street Natick MA 01760	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 Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2020

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
Morse Insurance Agency, Inc.
285 Washington Street

MA 02356

North Easton

INSURED

Road-Way Maintenance Services Inc
130 Camelot Dr Unit 14

MA 02360-3023

Plymouth

CONTACT NAME: Gail Paling
PHONE (A/C, No, Ext): (508) 238-0056
E-MAIL: gailpaling@morseins.com
ADDRESS:

FAX (A/C, No): (508) 230-8367

INSURER(S) AFFORDING COVERAGE

INSURER A: Selective Insurance Group, Inc.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

NAIC #

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER: 20-21 Master

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2397642-00	02/13/2020	02/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S2397642-00	02/13/2020	02/13/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CANCELLATION

CERTIFICATE HOLDER

Town of Natick
Natick Town Hall
13 East Center Street
Natick

MA 01760

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

Gail Paling

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Road-Way Maintenance Services Inc.

Equipment List

- 2021 International w/950 Stetco Crane/ orange peel Bucket (8.5 CY dump body)
 - 2019 International w/950T Stetco Crane/Orange Peel Bucket (8.5 CY dump body)
 - 2006 International w/ 950T Stetco Crane/ Orange Peel Bucket (new hydraulic crane and 8.5 CY Dump body 2017)
 - 2012 International w/950T Stetco Crane/Orange Peel Bucket (new hydraulic crane And 8.5 CY dump body 2018)
 - 2004 International w/ 950T Stetco Crane/ Orange Peel Bucket (8 CY dump body)
 - 2021 Ford F150
 - 2020 Dodge Ram pick up
 - 2018 Dodge Ram pickup
 - 2019 Dodge Ram pick up
 - 2020 Freightliner/Vac-all Combo unit,
- ALL VEHICLES ARE OWNED BY ROAD-WAY MAINTENANCE INC.**

ROAD-WAY

MAINTENANCE SERVICES INC

WBE Certified
DBE Certified

130 Camelot Drive, PO Box 1356
Plymouth MA 02362
Phone: 774-283-4386
Fax: 774-283-4968

Project History/References

Sept 2015-May 2016	City of Brockton – Catch Basin Cleaning Erik Peterson 508-580-7810	\$140,238.00
Nov 2015- Dec 2015	Town of Ipswich- Catch Basin Cleaning Frank Ventiniglia 978-356-6612	\$27,300.00
Nov 2016-Dec 2016	Town of Ipswich-Catch Basin Cleaning Frank Ventiniglia 978-356-6612	\$22,000.00
April 2016- May 2016	Town of Walpole- Catch Basin Cleaning Drew Hand 508-660-7328	\$36,855.00
May 2016- July 2016	Town of Billerica- CatchBasin Cleaning Ed Tierney 978-671-0952	\$71,767.80
June 2016-Sept 2016	Town of Framingham – Catch Basin Cleaning Brooks McCarty 508-962-0896	\$120,000.00
June 2016-June 2017	City of Brockton- Catch Basin Cleaning Erik Peterson 508-580-7810	\$140,000.00
June 2017- Sept 2017	Town of Billerica- Catch Basin Cleaning Ed Tierney 978-671-0952	\$70,000.00
June 2017- Oct 2017	Town of Framingham Brooks McCarty 508-962-0896	\$107,236.00
April 2017-May2017	Town of Walpole- Catch Basin Cleaning Drew Hand 508-660-7328	\$36,000.00
April 2017-May 2017	Town of Sharon-Catch Basin Clean/ Sump measurement Mike Texeira 781-784-1525	\$64,000.00

May 2017-May 2017	Town of Wrentham –Catch Basin Cleaning Ron Lilja 508-384-5477	\$26,500.00
June 2017-June 2018	City of Brockton- Catch Basin Cleaning Erik Peterson 508-580-7810	\$140,000.00
Oct 2017-Nov 2017	Town of Mansfield Mark Cook 508-261-7335	\$ 39,750.00
August 2017- Oct 2020	Mass DOT District 3 Catch Basins Joe Kelly 774-535-1624	\$943,166.05
Jan 2018-April 2018	City of Haverhill- Catch Basin Cleaning Paul Jessel 978-374-2382	\$45,200.00
April 2018-April 2018	Goshen Rt 9 Warner Bros-CB Cleaning Alex 774-269-6538	\$15,600.00
June 2018-August 2018	Town of Billerica –CB Cleaning Ed Tierney 978-671-0952	\$99,900.00
May 2018-May 2018	City of Melrose –CB Cleaning Peter Pietrantonio 617-590-8886	\$49,900.00
May 2018- May 2018	Town of Walpole -CB Cleaning Drew Hand 508-660-7328	\$35,700.00
June 2018-July 2018	Town of Tewksbury –CB Cleaning Arthur Marcos 978-551-5139	\$50,030.00
Nov 2018- Feb 2019	Town of Framingham –CB Cleaning Brooks McCarty 508-962-0896	\$120,000.00
Oct 2018- Nov 2018	Chicopee/Springfield (AllStates Asphalt Subcontractor- CB Cleaning John Baronas jbaronas@asmg.com	\$72,499.00
March 2019-May 2019	Town of Marblehead –CB Cleaning Amy McHugh 781-631-0102 mchugha@marblehead.org	\$93,969.00
March 2019- May 2019	City of Haverhill- CB Cleaning Carrie Prescott 978-374-2382 cprescott@haverhillwater.com	\$77,400.0
May 2019- June 2019	Town of Walpole –CB Cleaning Drew Hand 508-660-7328	\$35,000.00

May 2019-May 2019	City of Melrose –CB Cleaning Peter Pietrantonio 617-590-8886	\$49,900.00
Oct 2019- Oct 2019	Town of Billerica –CB Cleaning Ed Tierney 978-671-0952	\$17,100.00
Aug 2019- March 2020	City of Newton Ted Jerdee 617-796-1623	\$270,500.00
Oct 2019 – Jan 2020	City of Gloucester Bill Gilliss wgilliss@gloucester-ma.gov	\$58,840.00
Nov 2019- March 2019	Littleton 495 (Aggregate) Joe Salem 781-856-3091	\$169,275.00
Nov 2019- Aug 2021	District 1 CB Cleaning MASS DOT Paul Hermanski 413-637-5726	\$192,919.87
Nov 2019-Nov 2021	District 3 Catch Basin Cleaning Mass DOT Joel Babcock 617-279-5099	\$1,020,548.55
Aug 2020- Oct 2020	Town of Billerica –CB Cleaning Ed Tierney 978-671-0952	\$90,000.00
May 2020	City of Melrose- CB Cleaning Peter Pietrantonio 617-590-8886	\$21,120.00
June 2020	Town of Walpole Drew Hand 508-660-7328	\$31,500.00
July –Aug 2020	Town of Acton Carl Maria 978-929-7740	\$70,518.00
Aug 2020- March 2021	City of Newton Ted Jerdee 617-796-1623	\$270,500.00
Oct 2020-April 2021	City of Lawrence Milagros Puello 978-620-3588	\$110,250.00
May 2021	City of Melrose Peter Pietrantonio 617-590-8886	\$21,000.00
May- June 2021	Town of Walpole Drew Hand 508-660-7328	\$31,500.00

Financial Report For Road Way Maintenance Services Inc.

**Prepared: 12/14/2020
Period 11 2020 (Nov 2020)**

Through: November 2020

Assets

Current Assets

Rockland Trust #2	\$512,241.74	
Contract Receivables	77,848.84	
Underbillings	60,991.85	
Plan Deposits	1,731.73	
Total Current Assets		\$652,814.16

Long Term Assets

Vehicles	1,458,633.35	
Shop Equipment	7,837.37	
Office Equipment	3,339.66	
Furniture & Fixtures	6,787.24	
Total Long Term Assets	1,476,597.62	

Accumulated Depreciation

Accum Dep'n Equipment	(4,078.94)	
Accum Dep'n Vehicles	(439,036.78)	
Accum Dep'n Office Equipment	(1,989.85)	
Accum Dep'n Furniture & Fxt	(3,331.24)	
Total Accumulated Depreciation	(448,436.81)	
Net Long Term Assets		1,028,160.81

Other Assets

Prepaid Expenses	2,005.23	
Other Short Term Notes Rec	6,931.47	
Total Other Assets		8,936.70
Total Assets		<u>\$1,689,911.67</u>

Liabilities

Current Liabilities

Trade Accounts Payable	(303.25)	
Overbillings	17,488.06	
FICA/FIT Payable	3,278.21	
State Payroll Taxes Payable	1,805.18	
DFML Payable	289.04	
Workers' Compensation Payable	8,868.13	
FUTA Payable	332.75	

Liabilities

Employee Loan	(31,891.60)	
Accrued Expenses	(1.00)	
N/P Rosemary	75,000.00	
Total Current Liabilities		74,865.52

Long Term Liabilities

N/P WC Leasing LLC	281,268.99	
SBA-PPP Loan Celtic Bank	42,500.00	
N/P SBA Disaster Loan	79,569.62	
N/P Chrysler Capital#2	16,622.69	
N/P Chrysler Capital #3	20,770.84	
N/P TCF Finance	25,703.53	
N/P Chrysler Capital	8,847.68	
N/P TCF Equip #2	52,074.01	
N/P BMO Harris Bank	150,346.87	
N/P BMO Harris Bank #2	159,621.81	
N/P First Citizens Fed CU	40,114.29	
Total Long Term Liabilities		877,440.33
Total Liabilities		952,305.85

Equity

Equity/Capital		
Capital Stock	122,460.93	
Retained Earnings	249,761.89	
Subtotal Equity/Capital	372,222.82	
Owner's Drawing/Dividend		
Shareholder Draw	(19,044.77)	
Total Owner's Drawing/Dividend	(19,044.77)	
Current Profit (Loss)	384,427.77	
Total Equity/Capital		737,605.82
Total Liabilities and Equity		\$1,689,911.67

Income and Expenses

Operating Income

Contract Income	\$1,321,514.27	
Total Operating Income		\$1,321,514.27

Direct Expense

Subcontracted	13,068.00	
Other Job Expense	276,315.95	
Direct Labor	265,902.61	
D/L Payroll Taxes	34,269.66	
D/L Workers Compensation	12,763.29	
Total Direct Expense	602,319.51	
Total Direct and Equipment/Shop Expense		602,319.51
Gross Profit		719,194.76

Overhead Expense

Rent	14,975.52
Office Supplies	2,020.80
Utilities	5,660.72
Cellular Phone	4,177.26
Postage & Freight	373.25
Janitorial	2,695.00
Accounting Fees	6,750.00
Travel, Meals, Entertainment	14,604.40
Dues & Subscriptions	1,989.49
Continuing Education	129.00
Charity Donations	195.00
Maintenance & Repair	2,598.93
Taxes & Licenses	10,646.37
Interest Expense	50,666.66
Other Office Expense	115.00
Equipment Rental	20,090.21
Overhead Labor	9,095.00
O/H Payroll Taxes	1,131.78
O/H Workers Compensation	436.56
O/H Liability Insurance	(3,778.98)
O/H Vehicle Insurance	15,342.45
Vehicle Fees	10,644.80
Fuel	44,831.18
Vehicle Repair	70,951.21
Small Tools	1,314.27
Materials & Supplies	14,735.43

Income and Expenses

Other Shop Expense	975.00	
Total Overhead Expense	<u>303,366.31</u>	
Administrative Expense		
Admin Salaries	30,800.00	
Admin Payroll Taxes	4,579.12	
Admin Workers Compensation	21.56	
Total Administrative Expense	<u>35,400.68</u>	
Total Indirect Expense		<u>338,766.99</u>
Income from Operations		380,427.77
Other Income		
Other Income	4,000.00	
Total Other Income		<u>4,000.00</u>
Net Income Before Tax		384,427.77
Net Income		<u><u>\$384,427.77</u></u>

ROAD-WAY
MAINTENANCE SERVICES INC

WBE Certified
DBE Certified

130 Camelot Drive, PO Box 1356
Plymouth MA 02362
Phone: 774-283-4386
Fax: 774-283-4968

December 18, 2020

Town of Natick

Road-Way Maintenance Services Inc. was incorporated in the State of Massachusetts on Feb 7, 2011

There are no lawsuits pending against Road-Way Maintenance Services Inc.

Road-Way Maintenance Services Inc. employs 4 full-time catch basin cleaning truck operators and 2 Vactor Truck operators. All employees with the exception of a new hire last year have been with the company since it's inception.

We would mobilize 2 trucks and estimate the time to complete as one month.

Sincerely,



Rosemary Setterlund

President

AEGIS SECURITY INSURANCE COMPANY

4507 North Front St., Suite 200
HARRISBURG, PA 17110
(717) 657-9671 FAX:(717) 657-5837

BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS, that we Road-Way Maintenance Services, Inc of Plymouth MA as Principal, hereinafter called the Principal, and the AEGIS SECURITY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania with Administrative Offices at 2407 Park Drive, Suite 200, Harrisburg, Pennsylvania, 17110, as Surety, hereinafter called the Surety, are held firmly bound unto Town of Natick hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Total Amount Bid Dollars (\$ 5%)**, for the payment of which sum well and truly to be made, and the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Catch Basin Cleaning

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

Signed and sealed this 18th day of December, 2020

In the presence of:

Road-Way Maintenance Services, Inc

(Principal)

Rosemary Letterlund Pres

(Title)

AEGIS SECURITY INSURANCE COMPANY (Seal)

(Surety)

BY

Gail M Paling, Attorney-in-Fact

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**



Bryan Leblanc <bleblanc@natickma.org>

Umbrella Limits

2 messages

Rosemary Setterlund <rsetterlund@roadwaymaintenance.com>
To: Bryan Leblanc <bleblanc@natickma.org>

Tue, Dec 22, 2020 at 3:18 PM

Bryan

Please see communication with the insurance agent attached. She states it should be no problem to increase the umbrella limit to 2mil if the company doesn't want to do split limits 1mil/2mil .

I will do that if the contract is awarded to us.

Rosemary Setterlund

Road-Way Maintenance Services Inc.

774-283-4386 (Fax) 774-283-4968

RSetterlund@RoadwayMaintenance.com

**Scan.pdf**
509K

Bryan Leblanc <bleblanc@natickma.org>
To: Rosemary Setterlund <rsetterlund@roadwaymaintenance.com>

Tue, Dec 22, 2020 at 3:45 PM

Thanks, Rosemary. If there is no split limit allowed, we would need to require the \$2 million/\$2 million. Your documentation has assured me that you are insurable for the full amount.

I have received several positive reference checks. I am awaiting several others.

I will be away until January 4th. Assuming all goes well, I will discuss this with the DPW director in early January. We will try to queue this up for award (assuming all goes well), with the Natick Select Board, for sometime in January. I hope that this is acceptable. The holiday (aside from the general COVID 19 emergency) has put a wrinkle in all of our scheduling.

[Quoted text hidden]

--

Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

**SERVICES RELATED TO
CATCH BASIN CLEANING IN THE TOWN OF NATICK**

BIDS DUE:

December 18, 2020, 10:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed bids for services related to catch basin cleaning in the Town of Natick. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on December 2, 2020. Sealed Bids will be received until **10:00 A.M. local time, December 18, 2020**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be opened and read aloud.

Due to the current COVID 19 epidemic emergency, Bid opening will be held virtually, on ZOOM, at the following website link:

Join Zoom Meeting

<https://us04web.zoom.us/j/71510990521?pwd=UmpRVGlkSSSt0L1NRRGNidTJEa2xKUT09>

Meeting ID: 715 1099 0521

Passcode: 9Srx04

No in person attendance will be permitted.

The clock at the Natick Department of Public Works Office shall be considered official. No late bids will be accepted. No faxed bids will be accepted. If the Procurement Office is closed due to weather or other emergency (other than the general COVID 19 emergency), the deadline for receipt of bids shall be extended until 10:00 A.M. local time 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 time of bid opening. Award is subject to appropriation/award of the Natick Select Board.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed bids for services related to catch basin cleaning in the Town of Natick.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on December 2, 2020. Please contact bleblanc@natickma.org to receive a copy of the IFB electronically.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing to bleblanc@natickma.org and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on December 9, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to Catch Basin Cleaning in the Town of Natick - 2020” shall be received by **10:00 A.M. local time, December 18, 2020**, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock at the Natick Department of Public Works 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 (other than the general COVID 19 emergency), the deadline for receipt of bids shall be extended until 10:00 local time the next business day that the Procurement Office is open.

Due to the current COVID 19 epidemic emergency, Bid opening will be held virtually, on ZOOM, at the website link above. No in person attendance will be permitted.

Each Bid shall be submitted in accordance with the Bid 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. Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick **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 the Contract. 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 this 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 of Natick 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 Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO CATCH BASIN CLEANING IN THE TOWN OF NATICK - 2020". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

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 email to bleblanc@natickma.org by the close of business (4:00 P.M. local time) on December 9, 2020. 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.

Section 3. Background & Specifications

A. Description of Work

1. The Work to be performed under any Contract with the Town (“the Work”) shall consist of the following:
 - A. **Main Bid Work:** Furnishing all labor, materials and equipment required to clean approximately 2,000 catch basins per year on Town of Natick Roadways, as well as at all Town and School Department owned properties noted on the attached Catch Basin Cleaning Map, and to dispose of the materials in accordance with the documents and specifications attached at a location offsite of the successful bidders choosing (in accordance with all appropriate local, state and federal rules and regulations).
 - B. **Timeframe of Work:** Work on this contract shall commence no later than thirty (30) days following the final execution of any Contract awarded pursuant to this IFB, and shall be completed expeditiously, but in any event, no later than three (3) years after the execution of the contract.
 - C. **Hours of Work:** All work shall be performed between the hours of 7:00 AM and 4:00 PM from Monday through Friday, unless otherwise approved by the Director of Public Works.
 - D. **Recordkeeping:** The contractor shall electronically gather data for each catch basin cleaned, to include at a minimum the basin id, location, depth full (prior to cleaning), depth after cleaning, general notes on basin condition, etc. This information shall be provided electronically the Town as requested. Each week, the Contractor shall keep and submit a daily log to the Highway Supervisor, indicating the number and locations of all structures cleaned. All locations where there is obvious evidence that residues have been contaminated by a spill

or some other means shall not be cleaned by the Contractor. However, these locations shall be reported to the Highway Supervisor on the weekly log.

- E. **No Free Liquid:** The Contractor shall be responsible for all work necessary to meet DEP regulations including the “No free liquids” requirement in accordance to 310 CMR 19.130(7), if applicable.
- F. **Cleaning:** Each catch basin shall be cleaned to within four inches of the bottom.
- G. **Inspection:** The Contractor’s work shall be completed to the satisfaction of the Director of Public Works or designated person.
- H. **Safety:** The Contractor shall provide and utilize warning signs, barriers, lights and flags as necessary. The Town shall not provide any police detail for this work.
- I. **Cancellation of Work Due to Inclement Weather:** The Contractor shall notify the Director of Public Works (or his designee) at 1-508-647-6550 prior to 7:30 AM on days when work is cancelled due to inclement weather.
- J. **Marking of Cleaned Structures:** Contractor shall paint a green dot in the center of the catch basin to indicate that the structure was cleaned.

The Town intends to award a contract for a three (3)-year term, subject to annual appropriation. All work shall be completed no later than three (3) years after the execution of the contract.

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 be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder’s employees assigned to the sites shall pass pre-employment criminal background 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.

Section 4. Bid Submission Requirements

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

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates 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 Section 8 of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
 - G. Bidder has not defaulted on any Contract within the last five (5) years.
 - H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)

- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
 - J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
 - K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
 - M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
 - N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
 - O. Bidder 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.
 - P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
- 2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 - 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 - 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 - 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)

6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. 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.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to Catch Basin Cleaning in the Town of Natick" shall be received by **10:00 A.M. local time, December 18, 2020**, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock at the Natick Department of Public Works 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 shall be extended until 10:00 A.M. local time the next business day that the Procurement Office is open.

Each Bid shall be submitted in accordance with the Bid 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.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. Bid opening will be virtual, per above. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

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

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify 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; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

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

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

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

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

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

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

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

Section 7. 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 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 Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, 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.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this 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 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.

Section 9. 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.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

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

Section 12. 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.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (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 in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, 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.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(6 pages)

The undersigned hereby submits a sealed bid for services related to catch basin cleaning in the Town of Natick.

Printed Name of Bidder:

Address: _____

The Bidder acknowledges receipt of Addenda Nos. _____. Please list 1, 2, 3, 4, 5, etc. and not 1-5, etc.

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

1. Year 1 - Bid Price Per Catch Basin: \$_____ each x 2,000 basins Total \$ _____
2. Year 2 - Bid Price Per Catch Basin: \$_____ each x 2,000 basins Total \$ _____
3. Year 3 - Bid Price Per Catch Basin: \$_____ each x 2,000 basins Total \$ _____

Total Price FOR MAIN BID WORK PLUS DISPOSAL OFFSITE (SUM OF THREE YEARS)

Total Price in Words FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

Total Price in Numbers FOR MAIN BID WORK PLUS DISPOSAL OFFSITE:

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates 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 Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.

- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder 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.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above.

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

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
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 Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (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. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form 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 Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT)



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Natick, Massachusetts
Contract Number:
Description of Work: Invitation for Bids - Catch Basin Cleaning

City/Town: NATICK

Job Location: Various Locations, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	12/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	06/01/2021	\$35.95	\$12.91	\$0.00	\$0.00	\$48.86
	08/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	12/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	06/01/2021	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	08/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	12/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	06/01/2021	\$36.14	\$12.91	\$0.00	\$0.00	\$49.05
	08/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$48.81	\$13.00	\$0.00	\$0.00	\$61.81
	12/01/2020	\$49.95	\$13.00	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.04	\$13.00	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.18	\$13.00	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$50.33	\$13.00	\$0.00	\$0.00	\$63.33
	12/01/2020	\$51.48	\$13.00	\$0.00	\$0.00	\$64.48
	06/01/2021	\$52.58	\$13.00	\$0.00	\$0.00	\$65.58
	12/01/2021	\$53.73	\$13.00	\$0.00	\$0.00	\$66.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$32.72	\$13.00	\$0.00	\$0.00	\$45.72
	12/01/2020	\$33.50	\$13.00	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.25	\$13.00	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.04	\$13.00	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2020	\$23.50	\$8.60	\$0.00	\$0.00	\$32.10
	12/01/2020	\$24.50	\$8.60	\$0.00	\$0.00	\$33.10
	06/01/2021	\$24.50	\$8.60	\$0.00	\$0.00	\$33.10
	12/01/2021	\$24.50	\$8.60	\$0.00	\$0.00	\$33.10
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$32.72	\$13.00	\$0.00	\$0.00	\$45.72
	12/01/2020	\$33.50	\$13.00	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.25	\$13.00	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.04	\$13.00	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$13.00	\$0.00	\$0.00	\$40.13
2	60	\$29.60	\$13.00	\$0.00	\$0.00	\$42.60
3	65	\$32.06	\$13.00	\$0.00	\$0.00	\$45.06
4	70	\$34.53	\$13.00	\$0.00	\$0.00	\$47.53
5	75	\$37.00	\$13.00	\$0.00	\$0.00	\$50.00
6	80	\$39.46	\$13.00	\$0.00	\$0.00	\$52.46
7	85	\$41.93	\$13.00	\$0.00	\$0.00	\$54.93
8	90	\$44.40	\$13.00	\$0.00	\$0.00	\$57.40

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.76	\$13.00	\$0.00	\$0.00	\$40.76
2	60	\$30.29	\$13.00	\$0.00	\$0.00	\$43.29
3	65	\$32.81	\$13.00	\$0.00	\$0.00	\$45.81
4	70	\$35.34	\$13.00	\$0.00	\$0.00	\$48.34
5	75	\$37.86	\$13.00	\$0.00	\$0.00	\$50.86
6	80	\$40.38	\$13.00	\$0.00	\$0.00	\$53.38
7	85	\$42.91	\$13.00	\$0.00	\$0.00	\$55.91
8	90	\$45.43	\$13.00	\$0.00	\$0.00	\$58.43

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	06/01/2020	\$34.06	\$8.60	\$0.00	\$0.00	\$42.66
LABORERS - ZONE 2	12/01/2020	\$34.95	\$8.60	\$0.00	\$0.00	\$43.55
	06/01/2021	\$35.87	\$8.60	\$0.00	\$0.00	\$44.47
	12/01/2021	\$36.78	\$8.60	\$0.00	\$0.00	\$45.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER - Zone 2						
Effective Date - 06/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.44	\$8.60	\$0.00	\$0.00	\$29.04
2	70	\$23.84	\$8.60	\$0.00	\$0.00	\$32.44
3	80	\$27.25	\$8.60	\$0.00	\$0.00	\$35.85
4	90	\$30.65	\$8.60	\$0.00	\$0.00	\$39.25
Effective Date - 12/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.97	\$8.60	\$0.00	\$0.00	\$29.57
2	70	\$24.47	\$8.60	\$0.00	\$0.00	\$33.07
3	80	\$27.96	\$8.60	\$0.00	\$0.00	\$36.56
4	90	\$31.46	\$8.60	\$0.00	\$0.00	\$40.06
Notes:						
Apprentice to Journeyworker Ratio:1:5						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2020	\$23.13	\$13.00	\$0.00	\$0.00	\$36.13
	12/01/2020	\$23.70	\$13.00	\$0.00	\$0.00	\$36.70
	06/01/2021	\$24.25	\$13.00	\$0.00	\$0.00	\$37.25
	12/01/2021	\$24.83	\$13.00	\$0.00	\$0.00	\$37.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2020	\$27.79	\$13.00	\$0.00	\$0.00	\$40.79
	12/01/2020	\$28.47	\$13.00	\$0.00	\$0.00	\$41.47
	06/01/2021	\$29.11	\$13.00	\$0.00	\$0.00	\$42.11
	12/01/2021	\$29.79	\$13.00	\$0.00	\$0.00	\$42.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II						
<i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2020	\$48.81	\$13.00	\$0.00	\$0.00	\$61.81
	12/01/2020	\$49.95	\$13.00	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.04	\$13.00	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.18	\$13.00	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER						
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>						
	08/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	12/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	06/01/2021	\$35.78	\$12.91	\$0.00	\$0.00	\$48.69
	08/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE						
<i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$49.33	\$13.00	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.48	\$13.00	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.58	\$13.00	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.73	\$13.00	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$32.72	\$13.00	\$0.00	\$0.00	\$45.72
	12/01/2020	\$33.50	\$13.00	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.25	\$13.00	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.04	\$13.00	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$48.81	\$13.00	\$0.00	\$0.00	\$61.81
	12/01/2020	\$49.95	\$13.00	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.04	\$13.00	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.18	\$13.00	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	12/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	06/01/2021	\$36.53	\$12.91	\$0.00	\$0.00	\$49.44
	08/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2020	\$48.81	\$13.00	\$0.00	\$0.00	\$61.81
	12/01/2020	\$49.95	\$13.00	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.04	\$13.00	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.18	\$13.00	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	12/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	06/01/2021	\$36.82	\$12.91	\$0.00	\$0.00	\$49.73
	08/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

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

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to catch basin cleaning, as set forth in the Invitation for Bids for Services Related to Catch Basin Cleaning in the Town of Natick ("IFB"), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed expeditiously and consistent with professional skill and care in accordance with the applicable professional standards in the Eastern Massachusetts area.

3. Term

The term of this Contract shall commence as of the date of this contract above and shall end three (3) years later. All work performed under this Contract shall be complete by said end date.

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.

Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

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

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

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

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be 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 of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability. Environmental/Pollution Liability Insurance - \$1,000,000 occurrence/\$2,000,000 aggregate is also desired.

**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this 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 of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be

**Town of Natick, Massachusetts
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deemed a material breach of this Contract and shall operate as an immediate termination thereof.

- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, 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

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own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled 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 of Natick 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 of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this 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

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of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.

**Town of Natick, Massachusetts
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- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

If to the Town: Melissa A. Malone
 Natick Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP

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300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall

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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 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.

**Town of Natick, Massachusetts
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- 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 of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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**Town of Natick, Massachusetts
Contract for Services Related to
Catch Basin Cleaning in the Town of Natick**

The Town of Natick, Massachusetts

by: the Natick Select Board

(Printed Name of Contractor)
by:

Jonathan H. Freedman, Chairman

Signature

Karen Adelman-Foster, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Susan G. Salamoff

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

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

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

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

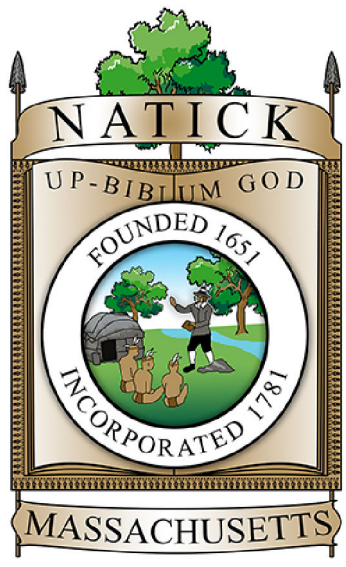
I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

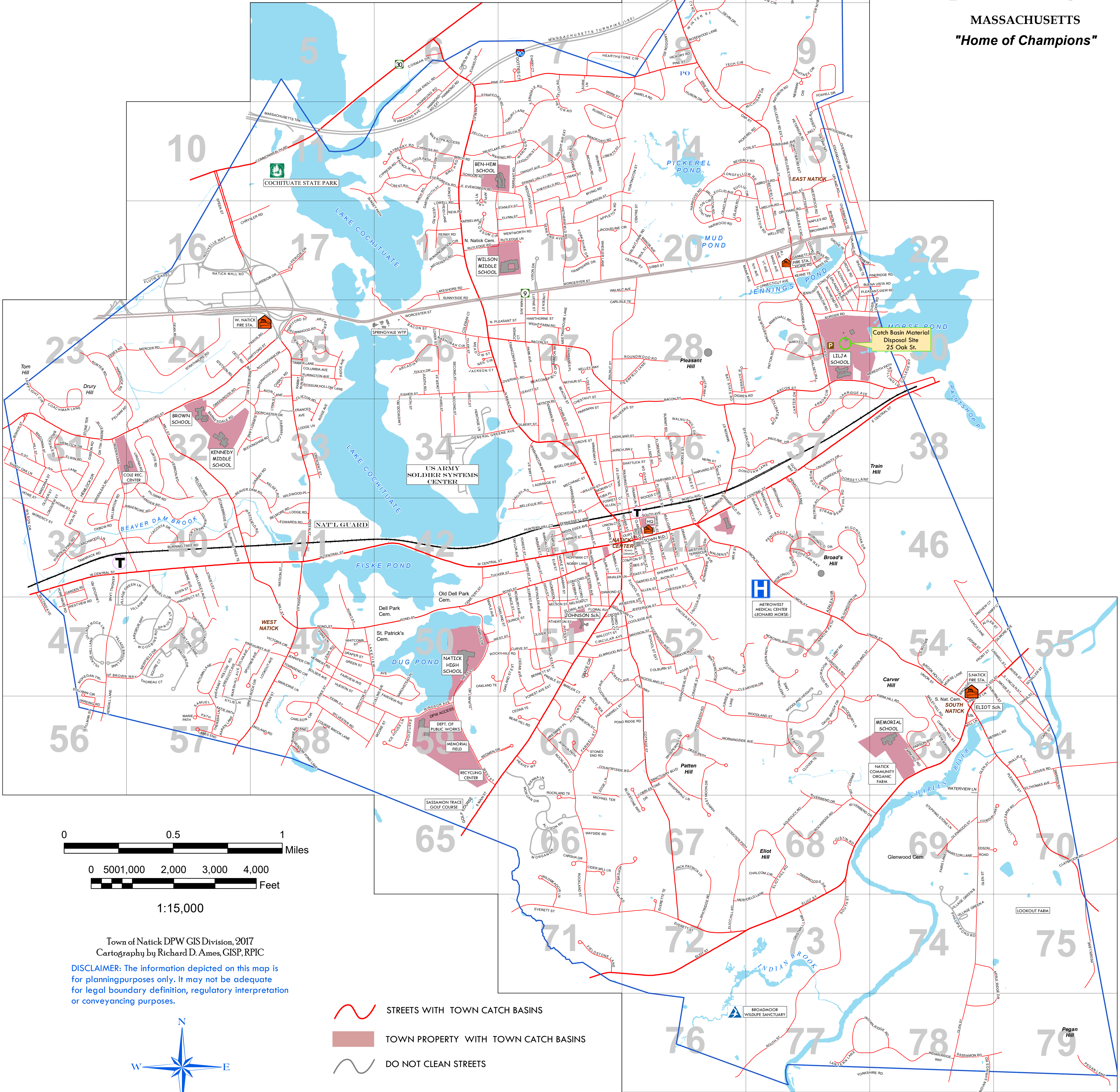
The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



CATCH BASIN CLEANING MAP



NATICK
MASSACHUSETTS
"Home of Champions"



- STREETS WITH TOWN CATCH BASINS
- TOWN PROPERTY WITH TOWN CATCH BASINS
- DO NOT CLEAN STREETS

4,350 TOWN CATCH BASINS

NAME	SHT	BIGELOW AVE	CIRCULAR AVE	DIGREN RD	FERRIN CT	HAMMOND RD EXT	JACKSON CT	LINCOLN ST EXT	MICHAEL TER	ORCHARD RD	PROCTOR ST	SHERMAN TER	THERESA LN	WEDGEWOOD RD
ABBOTT RD	15	BIRCH RD	12	CLARENDON ST	33	FIELDSTONE LN	19	LINDEN ST	44	OTIS ST	15	SHERWOOD RD	25	THIRD ST
ADAMS ST	44	BISHOP ST	31	CLARKS CT	43	DONOVAN LN	25	LODGE LN	39	MIDDLE ST	7	SHORE RD	21	THOMPSON CT
AIDEN ST	4	BLOSSOM CIR	18	CLAYBROOK RD	70	FIRST ST	56	LODGE LN	33	MIDDLESEX AVE	27	SHORE TER	39	THOREAU CT
ALGER ST	54	BLUEBERRY HILL RD	31	CLEARVIEW DR	52	DOTTIES CT	23	LODGE RD	41	MILFORD AVE	29	SIENNA LN	60	TIBBETTS ST
ALGONQUIAN DR	45	BLUESTONE WAY	67	CLIFTON RD	25	DOUGLAS AVE	54	LODGE RD	27	MILK ST	39	SILVERHILL LN	25	TIMBER LN
ALLEN CT	43	BODEN LN	31	CLOVER LN	62	DOVER RD	43	LOKER ST	26	MILL LN	15	SKOHEGAN WAY	45	TOURNAMENT RD
ALLEN ST	44	BOLSER AVE	49	CLOVER TER	49	DRAPER ST	24	LONGFELLOW RD	14	MILL ST	43	SOUTH AVE	44	TOWER CT
ALLISON WAY	66	BORDER RD	29	CLUBHOUSE LN	2	DRURY LN	36	LONGVIEW ST	31	MILLBROOK RD	32	SOUTH LINCOLN ST	55	TOWNSEND CIR
AMBER CT	51	BRADFORD RD	13	COACHMAN LN	3	DURANT RD	36	LOOKOUT AVE	53	PARK AVE	19	RATHBUN RD	4	TRVERSE RD
ANDREW CIR	4	BRAEMORE RD	40	COBBLESTONE DR	67	DWIGHT AVE	13	LOOKOUT FARM RD	47	PARK ST	44	RAY ST	68	TRAVIS RD
APPLE RIDGE DR	78	BRIAR LN	4	COCHITUATE ST	43	DWIGHT AVE EXT	13	LOTUS PATH	58	PARKER CT	43	REDWEN DR	59	TUCKER ST
APPLETON LN	13	BRIGHAM CT	45	COHNS ST	64	EAST CENTRAL ST	30	LOWELL RD	19	PARKMAN ST	35	RETROP RD	37	TYLER ST
APPLETREE LN	12	BROADS AVE	54	COLUMBIA ST	52	EAST EVERGREEN RD	12	LUPINE ST	39	PARKVIEW ST	52	REYNOLDS AVE	43	UNION CT
AQUEDUCT RD	68	BROOK HOLLOW RD	54	COLEMAN CT	26	EAST ST	49	LYMAN ST	60	PARSONS WAY	63	RHODE ISLAND AVE	21	SPRING VALLEY RD
ARBOR CIR	37	BROOK ST	54	COLLEGE RD	30	EASTLEIGH LN	54	LYNN ST	61	PATTON RD	29	RICE ST	36	SPRUCE CT
ARCADIA RD	26	BROOKDALE RD	31	COLLINS AVE	50	EDEN ST	40	MACARTHUR RD	54	PAUL ST	20	RICHARD RD	13	SQUIRE CT
ARCHER DR	25	BROWNING RD	21	COLUMBIA AVE	25	EDGEWOOD AVE	52	MADISON ST	52	PAULINE DR	37	RICHMOND RD	21	ST MARYS DR
ARLINGTON CIR	20	BUCKINGHAM RD	32	COMMON ST	44	EDSON RD	69	MADONNA ST	31	PAYSON RD	44	ROCKY HILL RD	25	ST THOMAS AVE
ARLINGTON CT	14	BUCKING LN	52	COMMONWEALTH RD	11	EDWARDS RD	27	MAGNOLIA RD	42	PEARL ST	43	ROCKLAND TER	66	STACEY ST
ARROW PATH	53	BUENA VISTA RD	21	CONCORD PL	43	EDWARDS AVE	29	MAIN ST	12	PEGAN LN	75	ROCKRIDGE DR	68	STAGG DR
ARTHUR ST	27	BUNKER LN	58	CONCORD ST	43	ELIOT HILL RD	68	KNOW CT	2	PELHAM RD	31	ROBINHOOD RD	25	STANLEY ST
ASH ST	12	BURNING TREE RD	40	CONNECTICUT AVE	21	ELIOT ST	54	HOCKEY RD	2	PEMBROCK RD	26	ROCKY HILL RD	65	STEPPING STONE LN
ATHERTON ST	51	BURNING TREE TER	40	COOLIDGE AVE	52	ELM ST	43	LACONIA RD	45	PERNOBSCOT DR	45	ROCKLAND TER	66	STETSON RD
AUBURN ST	54	BYRON RD	21	COOPER RD	21	ELMWOOD AVE	51	LACOSTA DR	40	FERRY RD	18	ROCKRIDGE DR	68	STEVEN CIR
AUSTIN WAY	28	CABOT ST	4	CORDIAL WAY	69	ELWIN RD	31	LAKESIDE AVE	18	PETERSON RD	15	ROCKWOOD RD	53	STILLMAN CIR
AUTUMN LN	48	CAMPUS DR	50	COURSE BROOK LN	58	ERIE DR	8	LAKESIDE AVE	44	PHILLIPS ST	64	ROCKY HILL RD	30	STONE TER
AVON LN	25	CAPE ST	64	COUNTRYSIDE RD	60	ENGLAND RD	58	LAKESIDE AVE	50	PHILLIPS POND RD	74	ROLLING LN	37	STONEWATER CIR
AVON ST	44	CARLISLE TER	28	COURSE BROOK LN	58	ERIE DR	8	LAKESIDE AVE	44	PHILLIPS ST	64	ROCKY HILL RD	30	STONE TER
AZALEA CIR	52	CARLSON CIR	58	COURT ST	44	ERLANDSON RD	21	LAKESIDE AVE	50	PHILLIPS ST	64	ROCKY HILL RD	30	STONE TER
BACON ST	26	CARSHA DR	66	CRAFT RD	14	ERNEST DR	62	LAKESIDE AVE	49	PIELER RD	15	ROUNDWOOD RD	28	STONEBRIDGE CIR
BADGER AVE	63	CARTER DR	37	CRAIGIE ST	53	ESSEX RD	23	LAKESIDE AVE	26	PILGRIM RD	32	ROXBURY AVE	43	STONES END RD
BAILEY HILL RD	63	CARVER HILL DR	63	CRESSENT ST	32	EUCALIDE AVE	14	LAKESIDE AVE	31	PINE ST	6	RUNNINGBROOK CIR	18	STRATFORD RD
BARCHSTEAD PL	50	CASWELL ST	25	CREST RD	12	EUCALIDE AVE	14	LAKESIDE AVE	31	PINEHURST AVE	43	RUSSELL CIR	13	STRATHMORE DR
BARNESDALE RD	24	CECIL RD	54	CROSS ST	51	EVANS DR	6	LAKESIDE AVE	49	PIERCE RD	51	RUTLEDGE LN	18	STRAWBERRY HILL RD
BASS RD	21	CEDAR AVE	51	CURTIS RD	32	EVERETT ST	71	LAKESIDE AVE	39	PITTS ST	43	RUTLEDGE RD	51	STILLMAN CIR
BEE ST	44	CHESTER ST	54	CURVE ST	51	EVERETT TER	72	LAKESIDE AVE	48	PLAIN ST	43	SAMUEL PATH	57	SUNDANCE WAY
BELLEVUE RD	41	CHESTNUT ST	27	DEEPWOODS DR	61	FAY WAY	52	LAKESIDE AVE	53	PLEASANT ST	63	SANCTUARY BLVD	61	SUNNYSIDE RD
BELMONT DR	35	CHRISTIAN WAY	6	DEERFIELD LN	27	FELCH CT	12	LAKESIDE AVE	52	PLEASANT VIEW RD	26	SANCTUARY BLVD	61	SUNNYSIDE RD
BENNETT ST	51	CHRISTIAN RD	16	DEWY ST	8	FELCH RD	7	LAKESIDE AVE	52	PRESBRYT PL	29	SANCTUARY BLVD	61	SUNNYSIDE RD
BERKLEY RD	62	CHURCH ST	44	DEWEY ST	58	HAMMOND AVE	29	LAKESIDE AVE	30	PRESCOTT AVE	51	SANCTUARY BLVD	61	SUNNYSIDE RD
BEVERLY RD	14	CIDER MILL LN	66	DIAMOND ST	43	FERDALE RD	7	LAKESIDE AVE	44	PRINCETON RD	31	SHERMAN ST	44	TERRANE AVE