

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jeremy Marsette, Director, Natick Public Works
Thomas Hladack, Highway Supervisor

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 4, 2021

SUBJECT: CONTRACT AWARD
Summer and Winter Hot Asphalt Mixes.

On October 1, 2021, sealed bids were received in response to the Town of Natick's IFB for summer and winter hot asphalt mixes for the Town of Natick. Bids were received from three (3) bidders. (See attached.)

SUMMER MIX ASPHALT

The lowest bid for the entire contract term, inclusive of all options, for summer mix asphalt was received from Brox Industries of Dracut, MA. Its total box bid was \$218,628.00 (for comparative purposes.)

It submitted the following prices, based upon an estimated historical quantity of 1,200 tons used.

Year 1	\$60.00/ton
Option Year 1	\$60.55/ton
Option Year 2	\$61.64/ton.

(Note, however, that payment will only be made for tons actually picked up, free on board (FOB).)

After reviewing references and background, it has been determined that Brox Industries is a responsible and responsive bidder.

We recommend that the Natick Select Board award the contract to Brox Industries for the amount of its bid for summer mix asphalt.

WINTER MIX ASPHALT

The lowest bid for the entire contract term, inclusive of all options, for winter mix asphalt was received from Lorusso Corp. of Plainville, MA. Its total box bid was \$30,700.00 (for comparative purposes.)

It submitted the following prices, based upon an estimated historical quantity of 100 tons used.

Year 1	\$94.70/ton
Option Year 1	\$99.00/ton
Option Year 2	\$110.00/ton.

(Note, however, that payment will only be made for tons actually picked up, free on board (FOB).)

After reviewing references and background, it has been determined that Lorusso Corp. is a responsible and responsive bidder.

We recommend that the Natick Select Board award the contract to Lorusso Corp. for the amount of its bid for winter mix asphalt.

As the Town Administrator, per the Natick Town Charter, is responsible for the procurement of "supplies, materials, and equipment," he is specified as the signatory on both contracts.

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

Bids Received:	10/01/21
Newspaper Advertisement: (MetroWest Daily News)	09/10/21
Website Posting:	09/07/21
Town Hall Posting:	09/07/21
Goods and Services Publication:	09/13/21
COMMBUYS Publication:	09/07/21

Funding information: Highway/Sanitation Division Operating budget line for "Street & Sidewalk Maintenance" Munis account 0142902-581031.

Town of Natick

IFB Opening Form

Bids - Summer & Winter Asphalt

Date & Time: October 1, 2021, 9:00 A.M. EDST

Company Name	Envelope Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda (None)	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Prices
Aggregate, Saugus, MA	X	X	X	X	X	X	X	X	X	Summer \$266,400.00 \$72.00 -Yr 1. \$74.00 - OY 1. \$76.00 -OY 2. (All dollar rates per ton).
Lorusso, Plainville, MA	X	X	X	X	X	X	X	X	X	Winter \$45,000.00 \$148.00 -Yr 1. \$150.00 - OY 1. \$152.00 - OY 2. (All dollar rates per ton). Summer - \$235,920.00 \$63.15-Yr 1. \$65.00 - OY 1. \$68.45 -OY 2. (All dollar rates per ton).
Brox, Dracut, MA	X	X	X	X	X	X	X	X	X	Winter \$30,700.00 \$94.70 -Yr 1. \$99.00 - OY 1. \$110.00 -OY 2. (All dollar rates per ton). Summer \$218,628.00 \$60.00 -Yr 1. \$60.55 - OY 1. \$61.64 -OY 2. (All dollar rates per ton).

Signature: *[Handwritten Signature]* 1st day of October 2021
CPO Signature: *[Handwritten Signature]* 10/1/21

Witness Signature: *[Handwritten Signature]* 10-1-21

Winter No Bid

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

This Contract is made this twentieth day of October, 2021, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter the “Town of Natick,” or the “Town”), and Brox Industries, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 1471 Methuen Street, Dracut, MA 01826 (hereinafter the “Contractor”).

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

1. Scope of Services

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

2. Standard of Care

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

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

The term of this Contract shall commence as of November 26, 2021, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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

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

- a. **Accepted** per the order whereby acceptance is thereby noted, or
- b. **Rejected** with the Contractor responsible for ensuring the

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Asphalt conform to the order, or

c. **Accepted with Reservations** whereby the Contractor shall cancel the stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

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

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

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

7. Compliance with Laws

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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, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
 - h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions

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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

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

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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 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.

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

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

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

20. Notices

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

If to the Town: James Errickson
 Town Administrator
 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

If to the Contractor: President
 Brox Industries, Inc.
 1471 Methuen Street
 Dracut, MA 01826.

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21. Miscellaneous Provisions

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

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perjury that its R 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**

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Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

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

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The Town of Natick, Massachusetts

Brox Industries, Inc.

by:

by:

James Errickson
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

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

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

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

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

BIDS DUE:

October 1, 2021, 9:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked “IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid” will be received until 9:00 A.M. local time, October 1, 2021, and opened in the presence of a witness at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening may be viewed virtually, on ZOOM, at the following address;

Join Zoom Meeting <https://us06web.zoom.us/j/87494733249> Meeting ID: 874 9473 3249 One tap mobile +13017158592,,87494733249# US (Washington DC) +13126266799,,87494733249# US (Chicago) Dial by your location +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 874 9473 3249 Find your local number: <https://us06web.zoom.us/j/87494733249>

If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section I, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. **Award shall be subject to appropriation and to all authorizations required by law, rule, or regulation.**

I. INTRODUCTION

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. For a full description of such products, please refer to Section 3 of the Invitation for Bids ("IFB").

The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021.

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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid" will be received until 9:00 A.M. local time, October 1, 2021, at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening will be in accordance with the above ad.

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR THE PROVISION OF SUMMER AND WINTER HOT ASPHALT MIX - BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

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

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference is scheduled.

Questions 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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. 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.

III. BACKGROUND

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick for a one (1)-year term. At the sole discretion of the Town of Natick, any contract awarded may be subject to two (2) additional one (1)-year terms.

Item A – Summer - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item A consists of the supply of Hot Mix Asphalt (HMA) between April 1st and December 15th within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,” designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately twelve hundred (1,200) tons per calendar year.

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

Item B – Winter Mix - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item B consists of the supply of Hot Mix Asphalt (HMA) between December 16th and March 31st within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,”

designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately one hundred (100) tons per calendar year. The actual number of tons may vary based upon the actual needs in a given year. Materials will be picked up at the plant by the Town, with Town equipment, or an authorized contractor; the vendor will load the requested amount of HMA into the equipment at the plant. The plant must be located within twenty (20) miles of the Town.

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

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

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

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

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

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

IV. BID SUBMISSION REQUIREMENTS

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

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
 - A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
 - C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
 - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.
 - F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Bidder (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).

- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Bid documents.
- 8) A statement of business experience and references. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.

V. MINIMUM SELECTION CRITERIA

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

VI. BID SUBMISSION

Five (5) copies of the Bid shall be submitted by 9:00A.M. LOCAL TIME, October 1, 2021, to this address:

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

After this time they will be opened in accordance with the ad. **Bids received after that date and time will be rejected.**

VII. SELECTION PROCESS AND AWARD

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

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

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

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

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

The Successful Bidder shall be required to execute a Contract in a form of the attached document. The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids.

VIII. COMPLIANCE WITH LAWS

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

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

XIII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Bidder who is performing services under any Contract with the Town of Natick, the Successful Bidder shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the

Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

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

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

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

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form

Attachment B - Certificate of Non-Collusion

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

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

Attachment E - Certificate of Corporate Bidder

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

Attachment G - Certificate of Non-Debarment

Attachment H - Contract

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

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

Printed Name of Bidder: Brox Industries, Inc.

Address: 1471 Methuen Street
Dracut , MA 01826

The bidder acknowledges receipt of addenda nos. N/A . Please write out each addendum. (I.e., for four (4) addenda issued, please write "1, 2, 3, and 4." Do not write "1-4" or "4".

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

YEAR 1:

a. SUMMER MIX

Sixty dollars and No cents (\$60 .00) per ton.

X1200 tons = \$ 72,000.00

b. WINTER MIX
Mark J. Nikitas

No Bid dollars and No Bid cents (\$ No Bid .) per ton.

X 100 tons = \$ No Bid

OPTION YEAR 1:

a. SUMMER MIX

Sixty dollars and Fifty-Five cents (\$ 60 . 55) per ton.

X 1200 tons = \$ 72,660.00

b. WINTER MIX

No Bid dollars and No Bid cents (\$ No Bid .) per ton.

X 100 tons = \$ No Bid

OPTION YEAR 2:

a. SUMMER MIX

Sixty-One dollars and Sixty-Four cents (\$ 61 . 64) per ton.

X 1200 tons = \$ 73,968.00

b. WINTER MIX

No Bid dollars and No Bid cents (\$ No Bid .) per ton.

X 100 tons = \$ No Bid

Total for all 3 Potential Years (First Year + First Option Year + Second Option Year) FOR COMPARATIVE AWARD PURPOSES ONLY. (The Successful Bidder shall only be paid in a given effective contract period for asphalt actually awarded. The estimated quantity desired (not guaranteed) is approximately 1,200 tons summer mix per year and 100 tons winter mix per year.)

A SUMMER MIX \$ 218,628.00

B. WINTER MIX \$ No Bid

The Bidder certifies as follows:

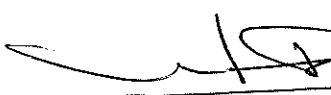
- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids.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

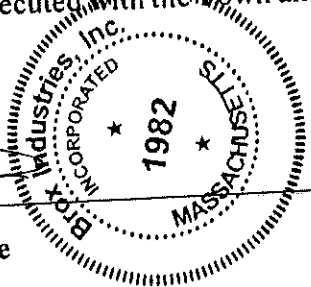
The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Town Administrator shall award one (1) contract for summer mix, and (1) contract for winter mix, if at all, to the lowest responsible and responsive Bidder based upon the lowest comparative total cost to furnish product (one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

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

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

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





Authorized Signature

Mark J. Nikitas

Printed Name

Marketing/Sales Manager

Printed Title

10/1/2021

Date

Full Legal Name Brox Industries, Inc.

Officers of Corporation and Addresses

Stephen M. Brox, President/Treasurer - 1471 Methuen Street, Dracut, MA 01826

Cecilia Nickerson, Clerk - 1471 Methuen Street, Dracut, MA 01826

State of Incorporation Massachusetts

Principal Place of Business Brox Industries, Inc.

1471 Methuen Street

Dracut, MA 01826

Tel. 978-454-9105

Qualified in Massachusetts Yes No

Principal Place of Business in MA Brox Industries, Inc.

1471 Methuen Street

Dracut, MA 01826

Tel. 978-454-9105

TOWN OF NATICK

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

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

Brox Industries, Inc.

Name of Bidder

Brox Industries, Inc.

Address of Bidder

1471 Methuen Street

Dracut, MA 01826

Telephone Number 978-754-9105

By: 

(Signature)

Mark J. Nikitas

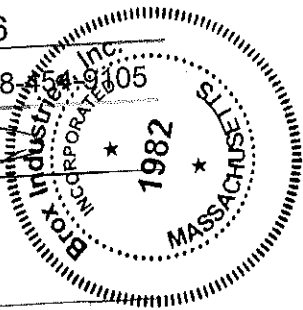
Printed Name

Marketing/Sales Manager

Printed Title

10/1/2021

Date



TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Brox Industries, Inc.

Name of Bidder

Brox Industries, Inc.

Address of Bidder

1471 Methuen Street

Dracut, MA 01826

Telephone Number 978-454-9105

By: _____

(Signature)

Mark J. Nikitas

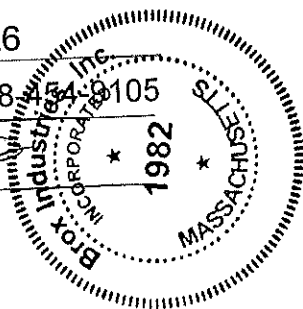
Printed Name

Marketing/Sales Manager

Printed Title

10/1/2021

Date



TOWN OF NATICK

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Brox Industries, Inc.

Name of Bidder

Brox Industries, Inc.

Address of Bidder

1471 Methuen Street

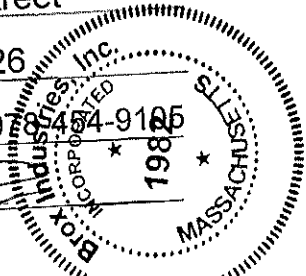
Dracut, MA 01826

Telephone Number 978-484-9105

By: _____

(Signature)

Mark J. Nikitas, Marketing/Sales Manager



Printed Name

Mark J. Nikitas

Printed Title

Marketing/Sales Manager

Date 10/1/2021

PLEASE SEE ATTACHED

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

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

BROX**BROX INDUSTRIES, INC.**

1471 Methuen Street • Dracut, MA 01826-5439
(978) 454-9105 FAX:(978) 805-9719
www.broxindustries.com

CERTIFICATE OF VOTE

By a unanimous consent in lieu of a meeting of the Board of Directors of Brox Industries, Inc. on October 5, 2020 it was:

VOTED: That DOUGLAS R. PERRY, MARK J. NIKITAS and NORMAN P. SAUCIER of this corporation are hereby jointly and severally authorized to execute bids, contracts and bonds, up to a limit of One Million Dollars (\$1,000,000.00) in the name and behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in this corporation's name on its behalf by such DOUGLAS R. PERRY, MARK J. NIKITAS or NORMAN P. SAUCIER under seal of the company, shall be valid and binding upon the corporation.

VOTED: That STEPHEN M. BROX, CECILIA NICKERSON and HENRY K. HYDER, III of the corporation are hereby jointly and severally authorized to execute bids, contracts and bonds, with no limit, in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in this corporation's name on its behalf by such STEPHEN M. BROX, CECILIA NICKERSON and HENRY K. HYDER III under seal of the company, shall be valid and binding upon the corporation.

Notice of meeting and all other formalities in connection with the foregoing Consent Resolutions and the actions taken therein are hereby waived. This Consent shall be filed with the records of the Corporation.

A TRUE COPY,

ATTEST:



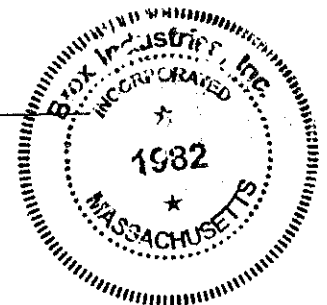
CECILIA NICKERSON
Clerk of the Corporation
1471 Methuen Street
Dracut, MA 01826



I HEREBY CERTIFY that I am the Clerk of BROX INDUSTRIES, INC. and the above votes have not been amended or rescinded and remains in full force and effect as of this date.



CECILIA NICKERSON



Dated: October 5, 2020

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

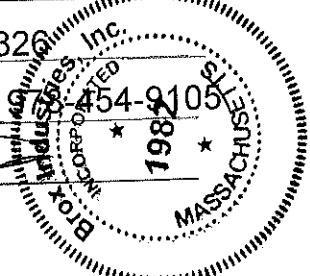
Brox Industries, Inc.

Address of Bidder

1471 Methuen Street

Dracut, MA 01826

Telephone Number



By: [Signature]

(Signature)

Mark J. Nikitas

Printed Name

Marketing/Sales Manager

Printed Title

10/1/2021

Date

TOWN OF NATICK

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

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

Brox Industries, Inc.

Name of Bidder

Brox Industries, Inc.

Address of Bidder

1471 Methuen Street

Dracut, MA 01826

Telephone Number 978-454-9105

By: _____

(Signature)

Mark J. Nikitas

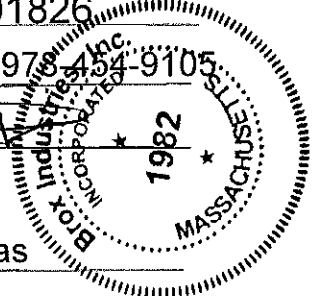
Printed Name

Marketing/Sales Manager

Printed Title

10/1/2021

Date



TOWN OF NATICK

ATTACHMENT H

CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

This Contract is made this _____ day of _____, 2021, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter the "Town of Natick," or the "Town"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal 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 _____ asphalt to Town of Natick, as set forth in the Invitation for Bids for the Provision of Summer and Winter Hot Mix Asphalt and Related Materials to the Town of Natick ("IFB") which is incorporated herein by reference.

2. **Standard of Care**

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

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

The term of this Contract shall commence as of November 26, 2021, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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

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

- a. **Accepted** per the order whereby acceptance is thereby noted, or
- b. **Rejected** with the Contractor responsible for ensuring the

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

Asphalt conform to the order, or

c. **Accepted with Reservations** whereby the Contractor shall cancel the stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. **Payment**

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

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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

7. Compliance with Laws

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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, as though such terms were set forth in their entirety herein.

8. **Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

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

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

16. **No Smoking**

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

17. **Criminal Background Screening**

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

18. **Delays/*Force Majeure***

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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 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.

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

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

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

20. Notices

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

If to the Town: James Errickson
Town Administrator
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

If to the Contractor:

21. Miscellaneous Provisions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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 shall control.**

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

The Town of Natick, Massachusetts

Printed Name of Contractor

by:

by:

James Errickson
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Dated: _____

Michelle Laramée
Comptroller, Town of Natick

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

Dated: _____

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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



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



BROX INDUSTRIES
 1471 METHUEN ST
 DRACUT, MA 01826-5439

December 09, 2020
Prequalification Certificate No B132-32

Dear Contractor:

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

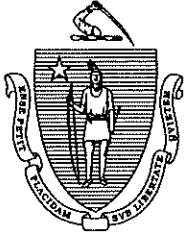
Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Highway - Construction	\$35,120,000.00	Highway - Sidewalk And Curbing	\$35,120,000.00
Pavement - Milling And Cold Planing	\$6,220,000.00	Pavement - Surfacing	\$38,670,000.00

Bonding Capacity \$150,000,000.00 **Bond Single Limit** \$50,000,000.00 **Expiration Date** 12/31/2021

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until December 31, 2021 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Very truly yours,
 THE PREQUALIFICATION COMMITTEE

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



William Francis Galvin
Secretary of the
Commonwealth

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

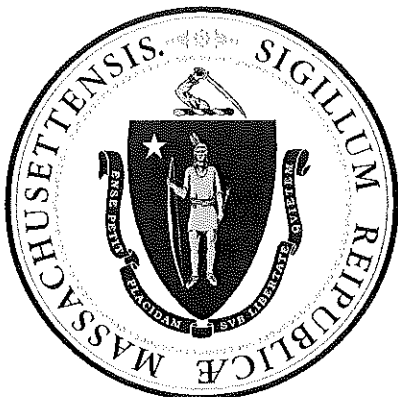
Date: April 23, 2021

To Whom It May Concern :

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

BROX INDUSTRIES, INC.

is a domestic corporation organized on **January 28, 1982** , 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.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 21040512610

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

Processed by: tad



BROX INDUSTRIES, INC.

1471 Methuen Street Dracut, MA 01826-5439

Office: (978) 454-9105 FAX: (978) 805-9719

www.broxindustries.com

REFERENCES

Commonwealth of Massachusetts

Department of Transportation

District #4

519 Appleton Street

Arlington, MA 02174

Attn: Paul Stedman, District Director

(617) 648-6100

Town of Dracut, MA

833 Hildreth Street

Dracut, MA 01826

Attn: Mike Buxton

(508) 957-0411

Town of Methuen, MA

41 Pleasant Street (Searles Building)

Methuen, MA 01844

Attn: Raymond DiFiore

(978) 794-3223

City of Dover, NH

288 Central Avenue

Dover, NH 03820

Attn: Doug Steele

(603) 516-6450

Town of Amherst, NH

P.O. Box 960

Amherst, NH 03031

Attn: Bruce Barry

(603) 673-6041

Town of Hudson, NH

2 Constitution Drive

Hudson, NH 03051

Attn: Kevin Burns

(603) 886-6018

State of New Hampshire

Department of Transportation

Bureau of Construction

P.O. Box 483, Hazen Drive

Concord, NH 03302

Attn: Theodore Kitsis, Administrator

(603) 271-3734

Town of Andover, MA

36 Bartlett Street

Andover, MA 01810

Attn: John Canavan

(978) 623-8200

Town of Ipswich, MA

25 Green Street

Ipswich, MA 01938

Attn: Frank Ventiniglia

(978) 356-6612

Town of Manchester, MA

10 Central Street

Manchester, MA 01944

Attn: Carol Murray DPW Director

(978) 526-1242

City of Nashua, NH

165 Ledge Street

Nashua, NH 03061

Attn: Lori Barrett

(603) 593-3320

Town of Salem, NH

33 Geremonty Drive

Salem, NH 03079

Attn: Dave Wholley

(603) 234-1917



Brox Industries, Inc.
 1471 Methuen Street
 Dracut, MA 01826-5439
 Phone: (978)454-9105
 Fax: (978) 805-9720

@9/30/20

MAJOR CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS

Contract Amount	Class of Work	When Completed	Location & Owner
\$784,080	PAVEMENT MILLING & SURFACING	Aug-20	TOWN OF HUDSON NH - VARIOUS TOWN ROADS
\$5,755,029	MILLING, PAVING, PERMANENT MARKINGS, GUARDRAILSIGNAGE	Aug-20	MASS DOT - #608478 - CONCORD RTE 2
\$2,079,450	PAVEMENT MILLING & SURFACING	Jul-20	MASS DOT - #101096 - CENTRAL ARTERY 190 & 193
\$10,137,980	PAVEMENT SURFACING - RUNWAY	Jul-20	MASSPORT - #C-26838 - LOGAN AIRPORT
\$5,722,121	PAVEMENT MILLING & SURFACING, DRAINAGE REPAIR, TRAFFIC SIGNALS, PAVEMENT MARKINGS	Jul-20	NH DOT - #41486 - SPAULDING TRNPK US 201
\$11,309,010	PAVEMENT MILLING & COLD PLANING, PAVING, BRIDGE REPAIRS, PAVEMENT MARKINGS	Jun-20	MASS DOT - #98745 - DISTRICT 6 - MAINTENANCE VARIOUS LOCATIONS
\$4,348,014	PAVEMENT SURFACING, MILLING, PAVEMENT MARKING, SIGNAGE, GUARDRAIL	Jun-20	NH DOT - #41550 - STATEWIDE EAST - TIER 2 ROADS EASTERN NH
\$2,117,524	PAVEMENT MILLING & SURFACING, DRAINAGE REPAIR, PAVEMENT MARKINGS, CONCRETE WALK	May-20	NH DOT - #41612 - DISTRICT 5&6 MAINTENANCE
\$1,222,114	PAVEMENT SURFACING	May-20	BALTAZAR CONTRACTORS - 36 CWSR# 4157 - EAST BILLENICA SEWER
\$798,030	PAVEMENT MILLING & SURFACING, DRAINAGE REPAIR, PAVEMENT MARKINGS	Feb-20	CITY OF SOMERSWORTH NH - VARIOUS TOWN ROADS
\$1,107,694	PAVEMENT SURFACING, PERMANENT MARKINGS & LIGHTING	Dec-19	AIRPORT SOLUTIONS 3-25-0006 - BEVERLY REGIONAL AIRPORT
\$26,092,128	HIGHWAY CONSTRUCTION, BRIDGE DECK REPAIR, MILLING, PAVING	Oct-19	MASS DOT - #92861 - DISTRICT 4 - 1-495 VARIOUS LOCATIONS
\$1,994,723	MILLING, PAVING, PAVEMENT MARKINGS	Oct-19	NH DOT - #041612 STATEWIDE RESURFACING TIER 2
\$1,005,160	PAVEMENT SURFACING, COLD PLANING & DRAINAGE	Aug-19	CITY OF ROCHESTER NH - 19-31 - VARIOUS ROAD REPAIRS
\$14,745,165	MILLING, PAVING, PERMANENT MARKINGS, SIDEWALK & CURBING	Jul-19	MASS DOT - DISTRICT 4 #B9030 RTE 1, 16,38, & 113
\$1,478,989	MILLING, COLD PLANING, PAVEMENT RESURFACING	Jun-19	METHUEN, CITY OF METHUEN
\$798,030	MILLING, COLD PLANING, PAVEMENT RESURFACING, DRAINAGE	May-19	CITY OF SOMERSWORTH NH
\$2,430,971	PAVEMENT SURFACING - REHAB PORTION TAXIWAY C	Dec-18	MASSPORT - #C-26349 - LOGAN AIRPORT
\$2,418,094	COLD PLANING, RESURFACING	Dec-18	JUDLAU-WHITE - RTE 16 REVERE BEACH PARKWAY EVERETT & MAULDEN
\$12,328,609	MILLING, PAVEMENT, BRIDGE DECK REPAIR, GUARDRAIL, STEWOK	Nov-18	MASS DOT - #96795 - RTE 213 METHUEN
\$1,590,104	MILLING, COLD PLANING, PAVEMENT RESURFACING, DRAINAGE	Nov-18	DOVER NH - CITY OF DOVER NH
\$3,891,189	MILLING, PAVING, DRAINAGE & STRUCTURE ADJUST/REPLACE, ELECTRICAL	Oct-18	CITY OF DOVER NH - #B18068 - VARIOUS LOCATIONS
\$19,971,770	MILLING, PAVING, GRADING, CURBS, SIDEWALKS, STEWOK, DRAINAGE, & BRIDGES	Oct-18	MASS DOT - District 4 #B6199 GEORGETOWN-NEWBURYPORT
\$610,727	RECLAIMING PAVING	Sep-18	TOWN OF CHESTER - 2018 ROAD PAVING VARIOUS ROADS
\$2,544,320	MILLING, PAVING, DRAINAGE, PAVEMENT MARKINGS, CURBING	Sep-18	NH DOT - DOVER - PORTSMOUTH #A1098 - EASTERN TURNPIKE
\$3,278,265	MILLING, PAVING, ELECTRICAL, STRUCTURE ADJUSTMENTS	Jun-18	NH DOT - SEABROOK-HAMPTON FALLS ROCHESTER #40770
\$1,137,791	MILLING, STRUCTURE ADJUSTMENT, RECLAMATION & ASSOC WORK	Jun-18	CITY OF DOVER-2017 VARIOUS STREETS CONTRACT B17038
\$6,010,102	MILLING, PAVING, GRADING, CURBS, SIDEWALKS	Dec-17	SUB TO ETR&L MASS DOT METHUEN-TOTARY #79297
\$4,824,477	MILLING, PAVING, GRADING, CURBS, SIDEWALKS, ELECTRICAL, STRIPING	Dec-17	CITY OF NASHUA NH - FY2016 STREET PAVING PROGRAM
\$2,531,507	MILLING, PAVING, GRADING, CURBS, SIDEWALKS, ELECTRICAL, STRIPING	Dec-17	NH DOT - SWABROOK-HAMPTON FALLS-HAMPTON RT1 #40424
\$915,710	COLDPLANE, PAVING	Dec-17	CITY OF LOWELL MA 2016 COLDPLANING & PAVING #B17-17
\$5,902,697	COLDPLANE, MACHPAVE HI-STRENGTH, OPEN-GRADED, STRUCTURES, & APPURT	Nov-17	NH DOT - DISTRICT 4 #16164E & 40194
\$3,266,404	Hwy CONSTR, DEMO, MILL, PAVE	Oct-17	SUB TO SPS NE -MASS TURNPIKE TOLL PLAZA 18, 19, & 20
\$862,267	MILLING, PAVING	Sep-17	MANCHESTER-BY-THE-SEA-2017 ROADWAY IMPROVEMENTS
\$1,330,267	COLDPLANE, MACHPAVE SURFACE, BRIDGEDECKS, QC/QA	Sep-17	SUB TO SPS NE-CONLEY TERMINAL
\$29,606,715	MILLING, PAVING, GRADING, CURBS, SIDEWALKS, STEWOK, DRAINAGE, & BRIDGE	Aug-17	MASS DOT - District 4 #1-79516 LEXINGTON-BURLINGTON I-95
\$6,025,044	TERMINAL REHAB & TAXIWAY IMPROV, P-401 WARM MIX	Aug-17	SUB TO-DANIEL O'CONNOR-HANSCOM AIRFIELD
\$1,653,731	MACHPAVE P-401, QUALITY CONTROL M PROFILOGRAPH	Aug-17	SUB TO -DW WHITE-LAWRENCE AIRPORT
\$553,296	RECLAIM, COLDPLANE, PAVING & APPURTENANCES	Jun-17	TOWN OF METHUEN, MA 2016-2017
\$1,880,076	RECLAIM, COLDPLANE, PAVING, STRUCTURES, CURBING, CONC RAMPS, HANDPAVE	Jun-17	TOWN OF IPSWICH, MA 2015-2016
\$683,610	MICRONMILL, RECLAIM, & SUPERPAVE, WARM-MIX, BERM, HANDPAVE	Jun-17	SUB TO SPS NE - BRIDGE REPLACEMENT/BIKEWAY MASS #90407
\$16,120,507	Hwy CONSTR, COLDPLANING, SURFACING, SUPERPAVE WATERPROOF & BRIDGE DECKS	Mar-17	MASS DOT - DISTRICT 6 #176940
\$3,402,407	EMER RESPONSE, ROADWAY REPAIR, COLDPLANING, HMA, WINTER MAINTENANCE	Mar-17	MASSDOT - DISTRICT#4 84495
\$5,678,470	REABILITATION OF RUNWAY 4L-22R, P-401 WARM MIX & LATEX MOD	Nov-16	SUB TO - JF WHITE - LOGAN AIRPORT RUNWAYS

@9/30/20

MAJOR CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS

Contract Amount	Class of Work	When Completed	Location & Owner
\$934,669	MICROMILL, HMA FRICTION COURSE, TRAFFIC SIGNALS, LOOPS, DRIVES & W/C RAMPS	Sep-16	MASSDOT - RTE 113 LOWELL #86200
\$2,138,851	COLDPLANE AND MACHPAVE CITY STREETS, HAND PATCH, STRUCTURES	Aug-16	TOWN OF WAKEFIELD, MA 2014 W/ROLL-OVERS
\$4,860,228	COLDPLANE, SUPERPAVE, QC/QA, WATERPROOF BRIDGE DECKS, LOOPS, & APPURT	Jul-16	MASSDOT - RTE 38 TEWKSBURY #85583
\$6,069,648	MICROMILL, SUPERPAVE BRIDGES & HIGHWAY LATEX MOD, WARM MIX	Jun-16	SUB TO SPS NE-495 @RTE 3 LITTLETON #75501
\$8,766,491	COLDPLANE, UBITO, SURFACE TEXTURING, SUPERPAVE, AND APPURTENANT	Feb-16	MASSDOT - RTE 3 BURLINGTON-TYNGSBORO #81581
\$5,158,678	TERMINAL, REHAB & TAXIWAY IMPROV, P-401 WARM MIX	Dec-15	JF WHITE - LOGAN AIRPORT RUNWAYS
\$2,275,375	COLDPLANE, MACHPAVE STREETS, PAVE PATCH STREETS, LOOPS, PAVE MARKINGS	Dec-15	CITY OF MANCHESTER, NH COLDPLANE & RESURFACE
\$1,302,671	MACHPAVE CITY STREETS, QC/QA, PAVE PATCH, CURBING, STRUCTURES & APPURT	Nov-15	CITY OF WOBURN, MA 2015
\$2,457,309	MACHPAVE CITY STREETS, HAND PATCH	Oct-15	TOWN OF HAVERHILL, MA 2014/2015
\$15,751,624	COLDPLANE, BRIDGEDECKS, SUPERPAVE QC/QA, OPEN GRADED & APPURT	Sep-15	MASSDOT - RTE 495 BELLINGHAM 72308
\$19,310,566	COLDPLANE, BRIDGEDECKS, SUPERPAVE QC/QA, OPEN GRADED & APPURT	Sep-15	MASSDOT - RTE 495 HAVERHILL 72943
\$16,764,896	COLDPLANE, BRIDGEDECKS, SUPERPAVE QC/QA, OPEN GRADED & APPURT	Sep-15	MASSDOT - RTE 93 WILMINGTON TO WOBURN 77675
\$4,286,548	COLDPLANE, RECLAIM, MACHPAVE, STRUCTURES, GUARDRAIL & APPURT	Sep-15	NHDOT - DISTRICT 4 25295/29219
\$1,301,540	COLDPLANE, RECLAIM, MACHPAVE, HANDPAVE	Sep-15	AMER EXC - TOLEND ROAD, DOVER, NH
\$2,247,600	COLDPLANE, RECLAIMING, RESURFACING, STRIPING & APPURT	Sep-15	CITY OF NASHUA, NH 2014 PAVING PROGRAM
\$1,245,217	ROADWAY PREP & EXCAVATE, BASE MAT'L'S, COLDPLANE, RESURFACE & APPURT	Sep-15	TOWN OF SALEM, NH 2014
\$1,406,930	RECLAIM, COLDPLANE, PAVING, STRUCTURES, CURBING, CONC RAMPS, HANDPAVE	Aug-15	TOWN OF IPSWICH, MA 2012-2015
\$943,628	COLDPLANE, HMA - BASE, INTERMEDIATE, SURFACE QC/QA	Jul-15	SUB TO J. TROPEANO - MASS DOT - ARLINGTON/METHUEN
\$1,318,731	EMER RESPONSE, ROADWAY REPAIR, COLDPLANING, HMA, WINTER MAINTENANCE	Apr-15	MASSDOT - DISTRICT# 73146
\$2,066,237	RUNWAY REHABILITATION, COLDPLANE, WARM MIX ASPHALT-LOGAN AIRPORT	Dec-14	JF WHITE - LOGAN AIRPORT RUNWAYS
\$1,319,812	MICRO-MILL, RESURFACE (SUPERPAVE), TRAFFIC SIGNALS & APPURT	Sep-14	MASS DOT - MIDDLETON #76735
\$725,363	TRAFFIC SYSTEM UPGRADE, RESURFACING & APPURTENANT	Sep-14	NH DOT - RTE 125 EPPING #25188
\$4,287,103	COLDPLANE, BRIDGEDECKS, SUPERPAVE QC/QA, OPEN GRADED & APPURT	Aug-14	MASS DOT - RTE 495 WESTFORD #72268
\$6,390,829	COLDPLANE, BRIDGEDECKS, SUPERPAVE QC/QA, OPEN GRADED & APPURT	Jul-14	MASS DOT - RTE 2 CONC-LITTLETON #72876
\$352,732	EMER RESPONSE, ROADWAY REPAIR, WINTER MAINTENANCE	Jun-14	MASS DOT - DISTRICT 4 (REPAIRS) #72422
\$530,503	RECLAIM, COLDPLANE, PAVING & APPURTENANCES	Jun-14	TOWN OF METHUEN, MA 2013-2014
\$2,301,208	PAVING & APPURTENANCES	Jun-14	TR-TOWN CONSORTIUM 2011 - 2013
\$620,031	COLDPLANE, RESURFACE & APPURT	Jun-14	TOWN OF DRACUT, MA 2013
\$488,019	PAVING & APPURTENANT	Jun-14	TOWN OF SALESBURY, MA 2013
\$693,170	TAXIWAY REHABILITATION, WARM MIX ASPHALT-LOGAN AIRPORT	Apr-14	DOW CO - TERMINAL "B" LOGAN AIRPORT
\$632,662	HWY CONSTRUCTION, BASE, BINDER, & TOP & APPURT	Nov-13	SUB TO ET & L, BRIDGE REHAB, LAWRENCE, MA



BROX INDUSTRIES, INC.

1471 Methuen Street Dracut, MA 01826-5439

Office: (978) 454-9105 FAX: (978) 805-9719

www.broxindustries.com

EMPLOYMENT RECORD OF PRINCIPAL & FIELD PERSONNEL

<u>NAME</u>	<u>PRESENT POSITION</u>	<u>YEARS OF EXPERIENCE</u>	<u>TYPE OF WORK</u>
Stephen M. Brox	President & CEO	54	Construction/Paving
Cecilia Nickerson	Division Mgr/Asst Treasurer, Clerk	33	Construction/Paving
Douglas Perry	Chief Operating Officer	28	Construction/Paving
Mark J. Nikitas	Division Mgr/Sales/Marketing	31	Construction/Paving
Erik Stevenson	Division Mgr/Engineer PCS & RE	33	Construction/Paving
Robert J. Costa	Paving Support Manager	64	Construction/Paving
Ted Brown	General Superintendent	28	Construction/Paving
Norman Saucier	Sr. Project Manager/Estimator	44	Construction/Paving
Nathan Hoitt	Project Manager/Estimator	16	Construction/Paving
Kevin Garity	Project Manager/Estimator	39	Construction/Paving
Scott Bennett	Project Superintendent	41	Construction/Paving
John Tamagnini	Paving Superintendent	35	Construction/Paving
Michael Sheehan	Project Superintendent	39	Construction/Paving
William Kaatz	Project Superintendent	61	Paving
Cole Gilham	Project Superintendent	9	Construction/Paving
Ashley Rapoza	Asst. Project Superintendent	9	Construction/Paving
Thomas Finn	Estimator	28	Paving
Vincent Venturo	Estimator	26	Paving
Chuck Wasylak	Project Manager-Paving	34	Paving
Victor Goulet	Corporate Safety Director	27	Construction
Michael Hollow	Safety Manager	30	Construction



2020 PAVING EQUIPMENT LIST

<u>Description</u>	<u>Type</u>	<u>Quantity</u>
Pavers	CAT 1055D	1
	CAT 1055E	2
	CAT 1055F	3
	CAT AP655D	1
Screening Plants	CEC 5x12	2
	CEC 6x16	1
Tack Distributor Trucks		4
Rubber Kettle Machines	500 Gallons	3
Tack Wagons	230 – 500 Gallons	3
Hot Box Truck Mounted		2
Cold Planers/Micromillers	Wirtgen W220 Micro Miller	1
	Wirtgen W50 Trimmers	2
Rollers/Compactors	Vibratory	9
	Static (1 – 3 Ton)	6
	Static (5 – 12 Ton)	9
	Oscillating	4
	Rubber Tired (15 Ton)	1
Transfer Machine	Blaw Know MC330	1
	Weiler 2850	2
Loaders	Under 4 CY Buckets	17
	Over 4 CY Buckets	22
Road Wideners	1 – 10 Foot Working Width	1
Dozers	CAT D8R	1
Graders	9 – 14 Foot Blades	2
Bituminous Curb Machine		1
Sweepers		2
Dumps	Off-Road	9
	Standard	3
Trailers	Flo-Boy	3
	Lowbed	6
	Small Tag Along	8
Tri-Axle Tractor		2
10 Wheelers		4
Tractors		3
Skid Steers		15
Backhoes	CAT 426B / CAT349E	2
Excavators	Gradall XL4300 / CAT322D	3
Cranes		1
Cherry Pickers	60 – 80 Foot	7
Water Trucks	1,500 – 5,000 Gallons	6
Arrow Boards		6
Message Boards		2
Light Towers		12
Chain and Cut-Off Saws		23
Hand Compactors		21
Air Compressors		12
Various Other Assorted Small Equipment		As Required



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2021

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Danielle Rice PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: drice@rowleyagency.com	FAX (A/C, No): (603) 224-6012
	INSURER(S) AFFORDING COVERAGE	
INSURED Brox Industries, Inc. 1471 Methuen Street Dracut MA 01826	INSURER A: Union Insurance Company	NAIC # 25844
	INSURER B: Acadia Insurance Co.	NAIC # 313251
	INSURER C: Firemen's Insurance Co. of Washington	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 General **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA0175495-26	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> \$50,000 Prem/ops DED						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$25,000 Compl ops DED						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CAA0175825-24 MAA0178524-23	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Section 3A States: NH, MA, ME WPA0175962-26	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					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)
Start/End dates: 10/01/2021 - 10/01/2022 - Bid for IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix Bid. Town of Natick, MA is an additional insured with respects to general liability and auto policies when required by written contract.

CERTIFICATE HOLDER Town of Natick, MA Procurement Office C/O Procurement Officer 75 West 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 Robert Simpson/JLP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Letendre PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER B: Acadia Ins. Co.</td> <td>313251</td> </tr> <tr> <td>INSURER C: Firemen's Insurance Co. of Washington</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Union Insurance Company	25844	INSURER B: Acadia Ins. Co.	313251	INSURER C: Firemen's Insurance Co. of Washington		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Brox Industries, Inc. 1471 Methuen Street Dracut MA 01826														

COVERAGES

CERTIFICATE NUMBER: 21-22

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	
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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA0175495-27	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> 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			CAA0175825-25 MAA0178524-24	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUA5455473-11	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	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	Section 3A States: NH, MA, ME WCA0175962-27	10/1/2021	10/1/2022	<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

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

Start/End dates: 10/01/2021 - 10/01/2022 - Bid for IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix Bid. Town of Natick, MA is an additional insured with respects to general liability, auto and umbrella policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick, MA Procurement Office C/O Procurement Officer 75 West 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 Robert Simpson/JLP 
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ACORD 25 (2014/01)

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INS025 (201401)

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

This Contract is made this twentieth day of October, 2021, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter the “Town of Natick,” or the “Town”), and Lorusso, Corp., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 320 South Street, Plainville, MA 02762 (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 winter mix asphalt to Town of Natick, as set forth in the Invitation for Bids for the Provision of Summer and Winter Hot Mix Asphalt and Related Materials to the Town of Natick (“IFB”) which is incorporated herein by reference.

2. Standard of Care

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

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

The term of this Contract shall commence as of November 26, 2021, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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

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

- a. **Accepted** per the order whereby acceptance is thereby noted, or
- b. **Rejected** with the Contractor responsible for ensuring the

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

Asphalt conform to the order, or

c. **Accepted with Reservations** whereby the Contractor shall cancel the stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

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

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

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

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

7. **Compliance with Laws**

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

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, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
 - h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions

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

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

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

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

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

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

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 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.

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

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

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

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

20. Notices

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

If to the Town: James Errickson
Town Administrator
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

If to the Contractor: President
Lorusso, Corp.
320 South Street
Plainville, MA 02762.

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

21. Miscellaneous Provisions

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

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

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**

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

in this agreement, any statutorily-mandated provisions contained herein shall control.

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

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

The Town of Natick, Massachusetts

Lorusso Corp.

by:

by:

James Errickson
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

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

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

Dated: _____

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

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

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

BIDS DUE:

October 1, 2021, 9:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick

c/o Procurement Officer

75 West Street

Natick, MA 01760

Phone: 508-647-6438

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked “IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid” will be received until 9:00 A.M. local time, October 1, 2021, and opened in the presence of a witness at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening may be viewed virtually, on ZOOM, at the following address;

Join Zoom Meeting <https://us06web.zoom.us/j/87494733249> Meeting ID: 874 9473 3249 One tap mobile +13017158592,,87494733249# US (Washington DC) +13126266799,,87494733249# US (Chicago) Dial by your location +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 874 9473 3249 Find your local number: <https://us06web.zoom.us/j/87494733249>

If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. **Award shall be subject to appropriation and to all authorizations required by law, rule, or regulation.**

I. INTRODUCTION

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. For a full description of such products, please refer to Section 3 of the Invitation for Bids (“IFB”).

The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021.

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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid” will be received until 9:00 A.M. local time, October 1, 2021, at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening will be in accordance with the above ad.

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR THE PROVISION OF SUMMER AND WINTER HOT ASPHALT MIX - BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

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

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference is scheduled.

Questions 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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. 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.

III. BACKGROUND

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick for a one (1)-year term. At the sole discretion of the Town of Natick, any contract awarded may be subject to two (2) additional one (1)-year terms.

Item A – Summer - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item A consists of the supply of Hot Mix Asphalt (HMA) between April 1st and December 15th within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,” designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately twelve hundred (1,200) tons per calendar year.

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

Item B – Winter Mix - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item B consists of the supply of Hot Mix Asphalt (HMA) between December 16th and March 31st within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,”

designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately one hundred (100) tons per calendar year. The actual number of tons may vary based upon the actual needs in a given year. Materials will be picked up at the plant by the Town, with Town equipment, or an authorized contractor; the vendor will load the requested amount of HMA into the equipment at the plant. The plant must be located within twenty (20) miles of the Town.

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

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

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

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

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

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

IV. BID SUBMISSION REQUIREMENTS

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

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
 - A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
 - C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
 - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.
 - F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Bidder (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).

- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Bid documents.
- 8) A statement of business experience and references. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.

V. MINIMUM SELECTION CRITERIA

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

VI. BID SUBMISSION

Five (5) copies of the Bid shall be submitted by 9:00A.M. LOCAL TIME, October 1, 2021, to this address:

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

After this time they will be opened in accordance with the ad. **Bids received after that date and time will be rejected.**

VII. SELECTION PROCESS AND AWARD

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

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

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

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

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

The Successful Bidder shall be required to execute a Contract in a form of the attached document. The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids.

VIII. COMPLIANCE WITH LAWS

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

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

XIII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Bidder who is performing services under any Contract with the Town of Natick, the Successful Bidder shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the

Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

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

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

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

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form

Attachment B - Certificate of Non-Collusion

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

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

Attachment E - Certificate of Corporate Bidder

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

Attachment G - Certificate of Non-Debarment

Attachment H – Contract

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

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

Printed Name of Bidder:

Lorusso Corporation

Address: 320 South Street, Plainville, MA 02762

The bidder acknowledges receipt of addenda nos. N/A. Please write out each addendum. (I.e., for four (4) addenda issued, please write "1, 2, 3, and 4." Do not write "1-4" or "4".

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

YEAR 1:

a. SUMMER MIX

Sixty Three dollars and Fifteen cents (\$ 63 .15) per ton.

X1200 tons = \$ 75,780.00

b. WINTER MIX

Ninety ~~Four~~ dollars and Seventy cents (\$ 94 .70) per ton.
X 100 tons = \$ 9,470.00

OPTION YEAR 1:

a. SUMMER MIX

Sixty ~~Five~~ dollars and Zero cents (\$ 65 .00) per ton.

X 1200 tons = \$ 78,000.00

b. WINTER MIX

Ninety ~~nine~~ dollars and Zero cents (\$ 99 .00) per ton.
X 100 tons = \$ 9,900.00

OPTION YEAR 2:

a. SUMMER MIX

Sixty ~~Eight~~ dollars and Fortyfive cents (\$ 68 .45) per ton.
X 1200 tons = \$ 82,140.00

b. WINTER MIX

One ~~hundred ten~~ dollars and Zero cents (\$ 110 .00) per ton.
X 100 tons = \$ 11,000.00

Total for all 3 Potential Years (First Year + First Option Year + Second Option Year) FOR COMPARATIVE AWARD PURPOSES ONLY. (The Successful Bidder shall only be paid in a given effective contract period for asphalt actually awarded. The estimated quantity desired (not guaranteed) is approximately 1,200 tons summer mix per year and 100 tons winter mix per year.)

A SUMMER MIX \$ 235,920.00

B. WINTER MIX \$ 30,370.00

The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)

- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.

- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.

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

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

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

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



Authorized Signature

William E. Stearns, III.

Printed Name

Chief Operating Officer

Printed Title

October 1, 2021

Date

Full Legal Name Lorusso Corporation

Officers of Corporation and Addresses

Gerard C. Lorusso, 320 South Street, Plainville, MA 02762

State of Incorporation Massachusetts

Principal Place of Business 320 South Street, Plainville, MA 02762

Tel. (508) 695-3252

Qualified in Massachusetts Yes No

Principal Place of Business in MA 320 South Street, Plainville, MA 02762

Tel. (508) 695-3252

TOWN OF NATICK

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

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

Lorusso Corporation

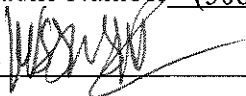
Name of Bidder

Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number (508) 695-3252

By: 
(Signature)

William E. Stearns, III.

Printed Name

Chief Operating Officer

Printed Title

October 1, 2021

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Lorusso Corporation

Name of Bidder

Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number, (508) 695-3252

By: 

(Signature)

William E. Stearns, III.

Printed Name

Chief Operating Officer

Printed Title

October 1, 2021

Date

TOWN OF NATICK

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Lorusso Corporation

Name of Bidder

Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number (508) 695-3252

By: 

(Signature)

Printed Name

William E. Stearns, III.

Printed Title

Chief Operating Officer

Date

October 1, 2021

See attached Corporate Vote

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE BIDDER

I, William E. Stearns, III., certify that I am the Chief Operating Officer of the Corporation named as Bidder in the attached Bid; that William E. Stearns, III. who signed said Bid on behalf of the Bidder was then C.O.O of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Lorusso Corporation

Name of Bidder

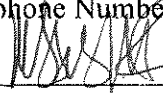
Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number (508) 695-3252

By:


(Signature)

William E. Stearns, III.

Printed Name

Chief Operating Officer

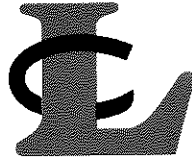
Printed Title

October 1, 2021

Date

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

LORUSSO CORP
320 SOUTH STREET
PLAINVILLE, MA 02762
(508) 695-3252
FAX (508) 699-2387
WWW.LORUSSOCORP.COM



LORUSSO CORP.

PLAINVILLE • NORWOOD • ATTLEBORO

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 2, 2021 at which a quorum was present, it was voted, that William E. Stearns III, Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

A true copy
ATTEST:

Clerk Gerard C. Lorusso
Massachusetts Corporation

Place of business 320 South Street Plainville, MA 02762

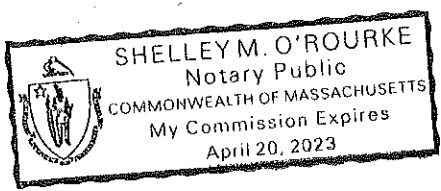
I hereby certify that I am the clerk of the

Lorusso Corporation that William E. Stearns III is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.

Clerk Gerard C. Lorusso
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.

Notary Public Comm. Ex. 04/2023



TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

Lorusso Corporation

Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number (508) 695-3252

By: 

(Signature)

William E. Stearns, III.

Printed Name

Chief Operating Officer

Printed Title

October 1, 2021

Date

TOWN OF NATICK

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

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

Lorusso Corporation

Name of Bidder

Address of Bidder

320 South Street

Plainville, MA 02762

Telephone Number (508) 695-3252

By: 

(Signature)

William E. Stearns, III.

Printed Name

Chief Operating Officer

Printed Title

October 1, 2021

Date



HOT MIX ASPHALT JOB MIX FORMULAS

DATE: 4/20/2021
 REVISION # 0
 DATE OF REVISION:
 TELEPHONE #: 508 695 3252

CITY: Plainville, MA 02762

COMPANY: Lorusso Corp. / Norfolk Asphalt Co., Inc.
 PLANT LOCATION: 635 Pleasant Street Nonwood, MA 02062

RMS-043 Revised 1/21/2017

COARSE AGGREGATE		FINE AGGREGATE		PLANTS	
Prod. & City	Type	Prod. & City	Type	PG Binder Tanks	Mix Silos, Insulation / Heated [X]
Lorusso Corp. Plainville, MA	10 Screenings	Lorusso Corp. Plainville, MA	10 Stone Sand	3 @ 25K gals.	3 @ 200 ton. ins. X
Lorusso Corp. Plainville, MA	80 Stone Sand	Lorusso Corp. Plainville, MA	10 Natural Sand	@ gals.	@ ton. ins. htd
Lorusso Corp. Plainville, MA	10 Natural Sand	G. Lopes Taunton, MA		@ gals.	@ ton. ins. htd

RAP AMOUNT		PG Binder/Modifier	
Mix Type	Amount	Grade	Producer & City
Base***	20 % 1/2" .w/PG	PG 64-28	Bitumar / Providence, RI
Intermediate**	20 % 1/2" .w/PG	PG 64-28	ASMG / Deerfield, MA
Surface	15 % 1/2" .w/PG	PG 64-28	Irving / Boston, MA

ALLOWABLE TOLERANCES		NOTE LIMITATIONS	
Sieve Designatory/ Binder Content	Eng. Limit All Mixes	(Unless Data Approved)	Unless authorized by the Engineer, no Job Mix formula for mixes containing RAP will be approved which specifies:
Passing No. 4 and larger sieve sizes	JMF Target +/- 7 %		* Less than 6% binder for HMA Surface Course - Standard Top
Passing No. 8 through No. 100	JMF Target +/- 4 %		** Less than 5.5% binder for HMA Surf. Course - Dense Binder and Mod Top
Passing No. 200	JMF Target +/- 2 %		*** Batch plants may not exceed 20% RAP
% Binder	JMF Target +/- 0.4 %		**** RAP is not allowed in OGFC

These Hot Mix Asphalt Job Mix Formulas are valid on projects (DR = Design Range of Specifications, JM = Job Mix Formula) whose bid opening date is before December 31, 2020. (MJB)

Sieve Size	Aggregate Percentages below are proportional percentages of total aggregate for the mix											
	HMA Base			HMA Inter.			HMA Dense Binder			HMA Surface		
	DR	JM	100	DR	JM	100	DR	JM	100	DR	JM	100
2"	47-58	52	62-68	65	72-73	73	72-73	73	72-73	73	72-73	73
3/8"	27-38	33	35-43	40	55-58	58	55-58	58	57-69	65	62-73	73
#4	19-29	23	24-34	28	41-45	43	41-45	43	41-45	43	37-42	40
#8	12-13	12	12-18	15	21-26	24	21-26	24	18-26	22	20-34	30
#16	8	8	9-11	9	14-18	14	14-18	14	13-17	13	18-23	18
#30	2	2	2-3	3	2-4	3	2-4	3	9-12	9	10-14	11
#60	4.4-4.6	4.4	4.9-5.1	4.9	5.4-5.6	5.4	5.4-5.6	5.5	5.9-6.6	6.0	7.4-7.6	7.4
#100	2.521	2.503	2.489	2.495	2.478	2.486	2.470	2.464				

Authorized Signature and Title: William Guinane
 e-mail address: WGuinane@LorussoCorp.com
 MassDOT Approval: Mark J. Brum
 Digitally signed by Mark J. Brum
 Date: 2021.04.20 10:53:34 -0400

TOWN OF NATICK

ATTACHMENT H

CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

This Contract is made this _____ day of _____, 2021, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter the "Town of Natick," or the "Town"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal 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 _____ asphalt to Town of Natick, as set forth in the Invitation for Bids for the Provision of Summer and Winter Hot Mix Asphalt and Related Materials to the Town of Natick ("IFB") which is incorporated herein by reference.

2. Standard of Care

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

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

The term of this Contract shall commence as of November 26, 2021, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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

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

- a. **Accepted** per the order whereby acceptance is thereby noted, or
- b. **Rejected** with the Contractor responsible for ensuring the

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

Asphalt conform to the order, or

c. **Accepted with Reservations** whereby the Contractor shall cancel the stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

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

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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

7. Compliance with Laws

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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 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.

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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

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

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

20. Notices

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

If to the Town: James Errickson
 Town Administrator
 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

If to the Contractor:

21. Miscellaneous Provisions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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 shall control.**

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

The Town of Natick, Massachusetts

Printed Name of Contractor

by:

by:

James Errickson
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

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

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

Dated: _____

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of
Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

(Corporation Name)

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

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

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

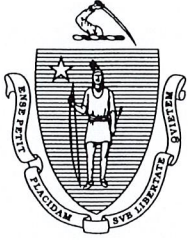
I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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



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

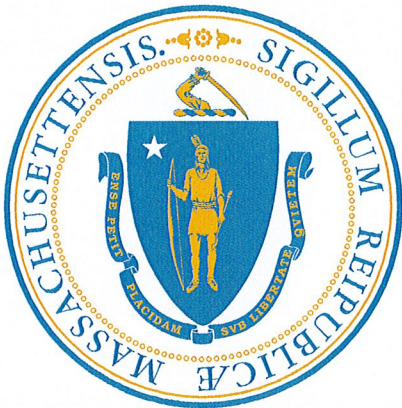
William Francis Galvin
Secretary of the
Commonwealth

Date: September 30, 2021

To Whom It May Concern :

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

is a domestic corporation organized on **January 07, 1965** , 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: 21100014960

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

Processed by: tad

WORK ON HAND

Lorusso Corp
 320 South Street
 Plainville, MA 02762

TOWN	CONTACT	PHONE	Value	COMPLETION DATE
MBTA/MASSDOT	DIMITROS MARTINOS	617-222-3111	\$ 23,152.66	Annual Contract
EASTON; TOWN OF	ED JACOBSON	508-230-3350	\$ 2,967.64	Annual Contract
FOXBORO; TOWN OF	BOB SWANSON	508-543-1228	\$ 2,265.62	Annual Contract
MANSFIELD; TOWN OF	MIKE AHERN	508-261-7331	\$ 68,047.91	Annual Contract
RAYNHAM; TOWN OF	ROGER STOLTE	508-824-2718	\$ 4,337.77	Annual Contract
SHARON; TOWN OF	BRUCE GIGGEY	781-784-1525	\$ 29,215.35	Annual Contract
REHOBOTH; TOWN OF	MIKE COSTELLO	508-252-3912	\$ 13,635.18	Annual Contract
FRAMINGHAM; CITY OF	AMY PUTNEY	508-328-2291	\$ 79,797.15	Annual Contract
ATTLEBORO; CITY OF	MIKE TYLER	508-212-0612	\$ 243,283.71	Annual Contract
FRANKLIN; TOWN OF	JOHN BUGBEE	508-535-5500	\$ 46,153.77	Annual Contract
HOPKINTON; TOWN OF	MIKE MANSIR	508-497-9740	\$ 12,643.84	Annual Contract
MILTON; TOWN OF	CHRISTOPHER TRUDEL	617-898-4900	\$ 14,101.14	Annual Contract
NEEDHAM; TOWN OF	MOLLY AHEARN	7841-455-7550	\$ 20,058.78	Annual Contract
NEWTON; CITY OF	NICHOLAS READ	617-796-1220	\$ 230,900.48	Annual Contract
NORTH ATTLEBORO; TOWN OF	CAROL BROWN	508-212-0612	\$ 8,170.47	Annual Contract
NORTON; TOWN OF	ANDREA DAVID	508-285-0200	\$ 4,181.88	Annual Contract
MASS DCR	CAROL BERNARDI	617-626-4926	\$ 12,036.74	Annual Contract
HINGHAM; TOWN OF	ERIC ROISE	781-335-6465	\$ 33,997.90	Annual Contract

VARIOUS ROAD MATERIALS SUPPLIED TO ALL ABOVE CUSTOMERS

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

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

BIDS DUE:

October 1, 2021, 9:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked “IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid” will be received until 9:00 A.M. local time, October 1, 2021, and opened in the presence of a witness at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening may be viewed virtually, on ZOOM, at the following address;

Join Zoom Meeting <https://us06web.zoom.us/j/87494733249> Meeting ID: 874 9473 3249 One tap mobile +13017158592,,87494733249# US (Washington DC) +13126266799,,87494733249# US (Chicago) Dial by your location +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 874 9473 3249 Find your local number: <https://us06web.zoom.us/u/kvuCqPjWl>

If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. **Award shall be subject to appropriation and to all authorizations required by law, rule, or regulation.**

I. INTRODUCTION

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. For a full description of such products, please refer to Section 3 of the Invitation for Bids (“IFB”).

The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on September 13, 2021.

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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid” will be received until 9:00 A.M. local time, October 1, 2021, at the Procurement Office, 75 West Street, Natick, MA 01760. Bid opening will be in accordance with the above ad.

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR THE PROVISION OF SUMMER AND WINTER HOT ASPHALT MIX - BID" No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

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

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference is scheduled.

Questions 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, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on September 20, 2021. 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.

III. BACKGROUND

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”) invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick for a one (1)-year term. At the sole discretion of the Town of Natick, any contract awarded may be subject to two (2) additional one (1)-year terms.

Item A – Summer - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item A consists of the supply of Hot Mix Asphalt (HMA) between April 1st and December 15th within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,” designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately twelve hundred (1,200) tons per calendar year.

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

Item B – Winter Mix - Hot Mix Asphalt (Bituminous Concrete Type I-1) at Plant

Item B consists of the supply of Hot Mix Asphalt (HMA) between December 16th and March 31st within four designations: Intermediate Course Dense Binder, Surface Course – Standard Top, Dense Mix, & Surface Treatment. Bidders are to provide separate pricing for each extension year option, to be exercised at the sole discretion of the Town.

Respective HMAs designations shall conform to the Massachusetts Department of Transportation “1988 English Standard Specifications for Highways and Bridges,”

designation M3.11.03 Job Mix Formula as supplemented by Massachusetts Department of Transportation Supplemental Specifications Supplement C2012-1. The estimated quantity desired (not guaranteed) is approximately one hundred (100) tons per calendar year. The actual number of tons may vary based upon the actual needs in a given year. Materials will be picked up at the plant by the Town, with Town equipment, or an authorized contractor; the vendor will load the requested amount of HMA into the equipment at the plant. The plant must be located within twenty (20) miles of the Town.

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

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

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information screening.

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

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

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

IV. BID SUBMISSION REQUIREMENTS

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

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
 - A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)
 - C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
 - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.
 - F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Bidder (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).

- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Bid documents.
- 8) A statement of business experience and references. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.

V. MINIMUM SELECTION CRITERIA

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

VI. BID SUBMISSION

Five (5) copies of the Bid shall be submitted by 9:00A.M. LOCAL TIME, October 1, 2021, to this address:

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

After this time they will be opened in accordance with the ad. **Bids received after that date and time will be rejected.**

VII. SELECTION PROCESS AND AWARD

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

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

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

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

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

The Successful Bidder shall be required to execute a Contract in a form of the attached document. The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this Invitation for Bids.

VIII. COMPLIANCE WITH LAWS

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

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

XIII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Bidder who is performing services under any Contract with the Town of Natick, the Successful Bidder shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the

Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

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

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

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

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form

Attachment B - Certificate of Non-Collusion

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

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

Attachment E - Certificate of Corporate Bidder

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

Attachment G - Certificate of Non-Debarment

Attachment H – Contract

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

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

Printed Name of Bidder:

Address: _____

The bidder acknowledges receipt of addenda nos. _____. Please write out each addendum. (I.e., for four (4) addenda issued, please write "1, 2, 3, and 4." Do not write "1-4" or "4".

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

YEAR 1:

a. SUMMER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X1200 tons = \$_____

b. WINTER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X 100 tons = \$_____

OPTION YEAR 1:

a. SUMMER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X1200 tons = \$_____

b. WINTER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X 100 tons = \$_____

OPTION YEAR 2:

a. SUMMER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X1200 tons = \$_____

b. WINTER MIX

_____ dollars and _____ cents (\$_____.____) per ton.

X 100 tons = \$_____

Total for all 3 Potential Years (First Year + First Option Year + Second Option Year) FOR COMPARATIVE AWARD PURPOSES ONLY. (The Successful Bidder shall only be paid in a given effective contract period for asphalt actually awarded. The estimated quantity desired (not guaranteed) is approximately 1,200 tons summer mix per year and 100 tons winter mix per year.)

A SUMMER MIX \$ _____

B. WINTER MIX \$ _____

The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.)

- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town.

- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town of Natick.

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

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

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

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

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK



ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT H
CONTRACT**

(SEE ATTACHED DOCUMENT.)

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

This Contract is made this _____ day of _____, 2021, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter the “Town of Natick,” or the “Town”), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal 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 _____ asphalt to Town of Natick, as set forth in the Invitation for Bids for the Provision of Summer and Winter Hot Mix Asphalt and Related Materials to the Town of Natick (“IFB”) which is incorporated herein by reference.

2. Standard of Care

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

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

The term of this Contract shall commence as of November 26, 2021, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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

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

- a. **Accepted** per the order whereby acceptance is thereby noted, or
- b. **Rejected** with the Contractor responsible for ensuring the

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

Asphalt conform to the order, or

c. **Accepted with Reservations** whereby the Contractor shall cancel the stated deficiencies to the Asphalt before further inspection or eventual acceptance is requested of the Town.

Acceptance as defined herein shall be as follows:

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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

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

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

7. **Compliance with Laws**

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
 - h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

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Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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 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.

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

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

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

20. Notices

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

If to the Town: James Errickson
 Town Administrator
 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

If to the Contractor:

21. Miscellaneous Provisions

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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 shall control.**

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

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

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

The Town of Natick, Massachusetts

Printed Name of Contractor

by:

by:

James Errickson
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

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

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

Dated: _____

Town of Natick
Contract for Services Related to the Provision of _____ Asphalt to the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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