



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works
Thomas Hladick, Supervisor, Highway Division, and Deputy Director, Natick Public Works
Michelle Provencale Jones, Data Analyst, Natick Public Works
Michelle Laramée, Comptroller
Karis L. North, Esq., Office of the Town Counsel

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 18, 2021

**SUBJECT: SECOND CONTRACT EXTENSION
MOBILE CRUSHING SERVICES CONTRACT**

In April 2020, the Town of Natick entered into a contract with F. P. Reilly & Sons, Inc., for the provision of mobile crushing services to the Town of Natick. The term of this contract, dated April 13, 2020, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. Rates submitted were as follows: \$7.30/ton.

The Town estimated approximately 5,000 tons of material to be crushed.

The Select Board voted, in January 2021, to extend the contract for an additional one (1)-year term, through April 12, 2022.

The current contract was procured through M.G.L. c. 30, sec. 39M, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. Reilly has performed very well in its current contract with the Town.

We recommend it to be in the Town's best interest to exercise its second extension of the current contract. This renewal will be effective until April 12, 2023. Note that this will be the final year available under the present bid. We anticipate bidding a successor contract next year.

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

Funding Source: DPW Highway Line – Approximately \$36,500/year.

(TO BE PLACED UPON LETTERHEAD OF NATICK SELECT BOARD)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 1, 2021

Mr. Michael P. Reilly, President
F. P. Reilly & Sons, Inc.
206 Andover Street
No. 11
Andover, MA 01810

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

Dear Mr. Reilly:

As you are aware, the Town of Natick, Massachusetts and F. P. Reilly & Sons, Inc. ("Reilly") are parties to a contract for the provision of mobile crushing services to the Town of Natick ("Contract.")

Article 3 of the Contract, dated April 13, 2020, entitled "Term," provides, in relevant part, as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. "

On January 13, 2021, the Town of Natick, by vote of the Natick Select Board, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term.

On December 1, 2021, the Town of Natick, by vote of the Select Board, exercised its second option to extend the Contract for a second one (1)-year renewal term.

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

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

Thank you again for your consideration.

Very truly yours,

The Natick Select Board

Karen Adelman-Foster, Chair

Richard P. Jennett, Jr., Vice Chair

Michael J. Hickey, Jr., Clerk

Paul R. Joseph

Susan G. Salamoff

cc.

James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works
Thomas Hladick, Supervisor, Highway and Sanitation Division, Natick Public Works
Michelle Provencale-Jones, Data Analyst, Natick Public Works
Michelle Laramee, Comptroller
Karis L. North, Esq., Office of the Town Counsel

Natick Select Board

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

PHONE 508-647-6410

EMAIL selectmen@natickma.org



LOCATED AT
Town Hall
13 East Central Street
Natick, Massachusetts
01760

Town of Natick • Select Board Office

March 10, 2021

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

January 13, 2021

Mr. Michael P. Reilly, President
F. P. Reilly & Sons, Inc.
206 Andover Street
No. 11
Andover, MA 01810

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

Dear Mr. Reilly:

As you are aware, the Town of Natick, Massachusetts and F. P. Reilly & Sons, Inc. ("Reilly") are parties to a contract for the provision of mobile crushing services to the Town of Natick ("Contract.")

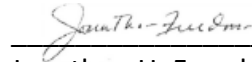
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On January 13, 2021, the Town of Natick, by vote of the Natick Select Board, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. All provisions of the Contract shall remain in full force and effect during this first option year. Nothing herein shall be construed as preventing the Town from exercising its second one (1)-year option for renewal.

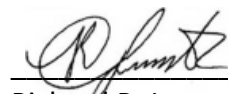
The Town looks forward to working with you in the coming contract year and thanks you for your past performance.

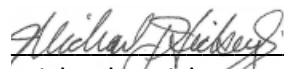
Very truly yours,

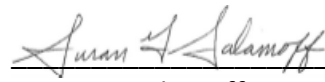
The Natick Select Board


Jonathan H. Freedman, Chair

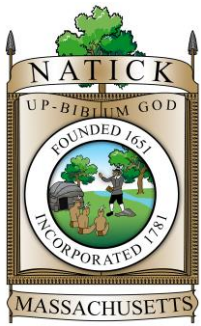

Karen Adelman-Foster Vice Chair


Richard P. Jennett, Jr., Clerk


Michael J. Hickey, Jr.


Susan G. Salamoff

cc. Robert Rooney, Acting Town Administrator
James Errickson, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Francesse Dorval, Temporary Comptroller
Karis L. North, Esq., Office of the Town Counsel



TOWN OF NATICK MASSACHUSETTS

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

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: January 5, 2021

**SUBJECT: FIRST CONTRACT EXTENSION
MOBILE CRUSHING SERVICES CONTRACT**

In April 2020, the Town of Natick entered into a contract with F. P. Reilly & Sons, Inc., for the provision of mobile crushing services to the Town of Natick. The term of this contract, dated April 13, 2020, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. Rates submitted were as follows:

\$7.30/ton.

The Town estimated approximately 5,000 tons of material to be crushed.

The current contract was procured through M.G.L. c. 30, sec. 39M, and was vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. Reilly has performed very well in its current contract with the Town.

We recommend it to be in the Town's best interest to exercise its first extension of the current contract. This renewal will be effective until April 12, 2022. One additional one (1)-year option shall then remain. Nothing herein shall preclude the Town from exercising this second option at a later time.

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

Funding Source: DPW Highway Line – Approximately \$36,500/year.

(TO BE PLACED UPON LETTERHEAD OF NATICK SELECT BOARD)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

January 13, 2021

Mr. Michael P. Reilly, President
F. P. Reilly & Sons, Inc.
206 Andover Street
No. 11
Andover, MA 01810

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

Dear Mr. Reilly:

As you are aware, the Town of Natick, Massachusetts and F. P. Reilly & Sons, Inc. ("Reilly") are parties to a contract for the provision of mobile crushing services to the Town of Natick ("Contract.")

Article 3 of the Contract, dated April 13, 2020, entitled "Term," provides, in relevant part, as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. "

On January 13, 2021, the Town of Natick, by vote of the Natick Select Board, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term.

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

Nothing herein shall be construed as preventing the Town from exercising its second one (1)-year option for renewal.

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

Thank you again for your consideration.

Very truly yours,

The Natick Select Board

Jonathan H. Freedman, Chair

Karen Adelman-Foster, Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Susan G. Salamoff

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



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

May 19, 2020

Mr. Michael P. Reilly, President
F. P. Reilly & Sons, Inc.
206 Andover Street
No. 11
Andover, MA 01810

RE: *MOBILE CRUSHING SERVICES PROCUREMENT/
CONTRACT DISTRIBUTION*

Dear Mr. Reilly:

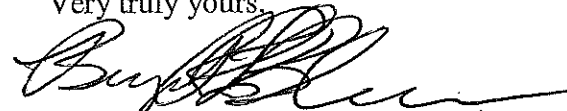
Please find enclosed a fully-executed form of contract.

Mr. Thomas Hladick, Supervisor, Highway/Sanitation Division, Natick Public Works, will be managing this project. He may be contacted at thladick@natickma.org or at (508)-647-6562.

All Prevailing Wage reports should be filed with Mr. Hladick, at thladick@natickma.org, and with the Procurement Office, at bleblanc@natickma.org. To the extent that there are further OSHA 10 cards, please provide them to both of us.

Please let me know if you have any questions.

Very truly yours,



Bryan R. Le Blanc

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

This Contract is made this thirteenth day of April, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and F.P. Reilly & Sons, Inc., 206 Andover Street, No. 11, Andover, MA 01810 (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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 mobile crushing services in the Town of Natick, as described in the Invitation for Bids for Mobile Crushing Services in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor'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

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

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

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

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

Fifth Priority: Contractor's Bid.

5. **Payment**

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

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

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

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

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

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

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

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

7. **Compliance with Laws**

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

8. **Insurance**

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

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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 of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

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

16. No Smoking

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

17. **Criminal Background Screening**

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

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

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

19. **Termination**

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town:

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

If to the Contractor: President
F.P. Reilly & Sons, Inc.
206 Andover Street, No. 11
Andover, MA 01810.

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, 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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

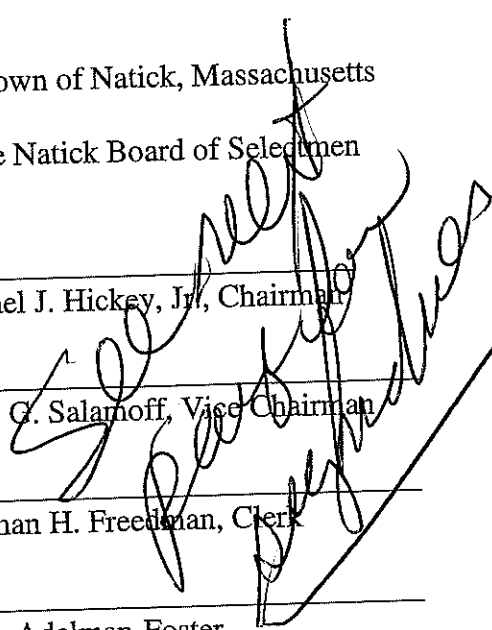
employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen



Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

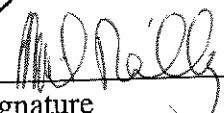
Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

F.P. Reilly & Sons, Inc.

by: _____



Signature

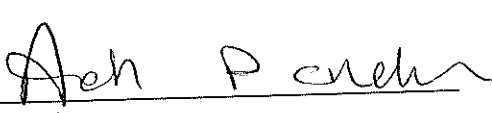
Michael W. Reilly
Printed Name

President
Printed Title

Dated: 5/4/2020

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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



Arti P. Mehta
Comptroller, Town of Natick

Dated: 5.10.2020

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Michael J. Hickey, Jr.

Michael J. Hickey, Jr., ~~Clerk~~

Susan G. Salamoff

Susan G. Salamoff, ~~Vice Chairman~~

Jonathan H. Freedman, ~~Clerk~~

Chairman

Karen Adelman-Foster, *Vice Chair*

Richard P. Jennett, Jr.

Richard P. Jennett, Jr., *Clerk*

5/19/20

F.P. Reilly & Sons, Inc.

by:

Signature

Printed Name

Printed Title

Dated:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

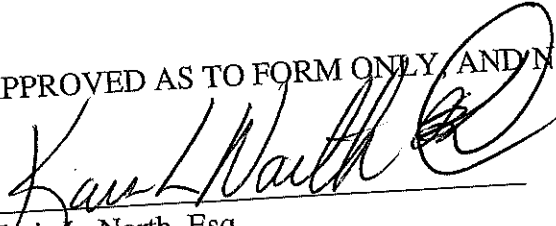
In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

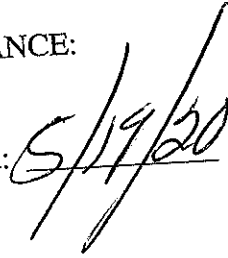
Dated:

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

APPROVED AS TO FORM ONLY AND NOT AS TO SUBSTANCE:


Karis L. North, Esq.

Dated:





Bryan Leblanc <bleblanc@natickma.org>

Request for Approval as to Form - Town of Natick/Mobile Crushing Services Contract

3 messages

Bryan Leblanc <bleblanc@natickma.org>
To: Karis North <knorth@mhtl.com>
Cc: "Bill Chenard," <chenard@natickma.org>

Sun, May 10, 2020 at 9:10 AM

Karis:

Please review and, if acceptable, indicate approval as to form.

Thank you!

Very truly yours,

Bryan Le Blanc

--

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

3 attachments

Award Memorandum 022720.docx
1271K



Reilly Mobile Crushing Performance Payment Bonds and Insurance 051020.pdf
417K



Mobile Crushing Contract Signed by Reilly 051020.pdf
3028K

Karis North <knorth@mhtl.com>
To: Bryan Leblanc <bleblanc@natickma.org>
Cc: "Bill Chenard," <chenard@natickma.org>

Fri, May 15, 2020 at 3:49 PM

Bryan – approved as to form.

Thanks,

KLN

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org>
To: Karis North <knorth@mhtl.com>
Cc: "Bill Chenard," <chenard@natickma.org>

Fri, May 15, 2020 at 3:50 PM

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

CERTIFICATE OF VOTE

I, Michael W. Reilly, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting clerk of
F.P. Reilly and Sons, Inc. (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on Jan 6 2020, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Michael W. Reilly
President;
(Name) (Title)
N/A, N/A; or
(Name) (Title)
N/A, N/A
(Name) (Title),

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

I, further certify that the above vote is still in effect on this the 4 day of May, 2020 and has not been changed or modified in any respect.

[Signature]
Signature

Michael W. Reilly
Printed Name

clerk
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.)

**APPENDIX 1
TOWN OF NATICK
BID FORM**

The undersigned hereby submits a sealed bid for services related to mobile crushing services in the Town of Natick.

Printed Name of Bidder:

F P Reilly and Sons, Inc.

Address: 206 Andover Street #11

Andover, MA 01810

978-475-1237

The Bidder hereby acknowledges receipt of the following addenda: 1

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work for the per ton rate shown below.

Total Rate in Words: Seven dollars and thirty cents
Per ton.

Total Rate in Numbers: \$7.30

Per ton.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the

Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total per ton rate to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town estimates, but does not guarantee, approximately 5,000 tons of material to be processed. The Successful Bidder will only be paid for material actually processed with the advanced written consent of the Town in accordance with this Contract.

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

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price (Bidder's rate per ton x 5,000 tons estimate), the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

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

Authorized Signature

Michael W. Reilly

M. W. Reilly, President

Printed Name

President

Printed Title

03/27/2020

Date

If a Corporation:

Full Legal Name

F P Reilly and Sons, Inc.

Officers of Corporation and Addresses

President: Michael W. Reilly, 150 Andover Street, Andover MA 01810

Treasurer: Michael W Reilly, 150 Andover Street, Andover MA 01810

Clerk: Michael W Reilly, 150 Andover Street, Andover MA. 01810

State of Incorporation MA

Principal Place of Business _____

206 Andover Street, Suite 11

Andover, MA 01810

Telephone Number 978-475-1237

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

206 Andover Street, Suite 11

Andover, MA 01810

Telephone Number 978-475-1237

Full Legal Name of Surety Company

The Ohio Casualty Insurance Company (subsidiary of Liberty Mutual)

Principal Place of Business of Surety Company

175 Berkeley Street

Boston, MA 02116

Telephone Number 617-357-9500

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

175 Berkeley Street

Boston, MA 02116

Telephone Number 617-357-9500

Appendix 2
CERTIFICATE OF NON-COLLUSION


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

F P Reilly and Sons, Inc.
Name of Bidder

206 Andover Street #11
Address of Bidder

Andover, MA 01810

978-475-1237
Telephone Number

By:  President
(Signature)

Michael W Reilly
Printed Name

President
Printed Title

03/27/2020
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

F P Reilly and Sons, Inc.

Name of Bidder

206 Andover Street #11

Address of Bidder

Andover, MA 01810

978-475-1237

Telephone Number

By: 

(Signature)

Michael W Reilly

Printed Name

President

Printed Title

03/27/2020

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

F P Reilly and Sons, Inc.

Name of Bidder

206 Andover Street #11

Address of Bidder

Andover, MA 01810

978-475-1237

Telephone Number

By: 

(Signature)

Michael W Reilly

Printed Name

President

Printed Title

03/27/2020

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

F P Reilly and Sons, Inc.
Name of Bidder

206 Andover Street #11
Address of Bidder

Andover, MA 01810

978-475-1237
Telephone Number

By: 
(Signature)

Michael W Reilly
Printed Name

Clerk
Printed Title

03/27/2020
Date

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

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

F P Reilly and Sons, Inc.

Name of Bidder

206 Andover Street #11

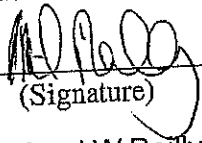
Address of Bidder

Andover, MA 01810

978-475-1237

Telephone Number

By:


(Signature)

Michael W Reilly

Printed Name

President

Printed Title

03/27/2020

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

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

F P Reilly and Sons, Inc.
Name of Bidder

206 Andover Street #11
Address of Bidder

Andover, MA 01810

978-475-1237
Telephone Number

By: Michael W. Reilly, President
(Signature)

Michael W-Reilly
Printed Name

President
Printed Title

03/27/2020
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

F P Reilly and Sons, Inc.

Name of Bidder

206 Andover Street #11

Address of Bidder

Andover, MA 01810

978-475-1237

Telephone Number

By:  President

(Signature)

Michael W Reilly

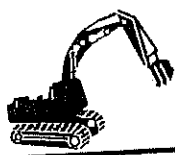
Printed Name

President

Printed Title

03/27/2020

Date



Serving Andover and Vicinity Since 1947

Year Founded: 1947

Year of Incorporation: 1988

Lawsuits pending: None

Owner/Foreman: Michael W. Reilly

A little about our crushing services:

About us:

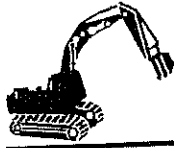
The Reilly family has an excavation and site company that has been in business since 1947. There has been a dramatic increase in the cost of running the trucks & equipment, disposing of the hot top, cement, rocks, loam tailings and purchasing of recycled products. In order to curb costs, we found the RM70 Crusher was the best option as it has the capability to go to any site or contractors yard, crush the product into a recycled product which is suitable for use on job site.

Our Mission:

Maximize our customer's profitability by deriving usable materials from waste

Our services:

Custom on-site crushing and screening



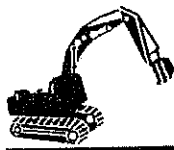
FRREILLY & SONS



Serving Andover and Vicinity Since 1947

EQUIPMENT LIST		
YEAR	MAKE/MODEL	DETAIL TYPE
2015	Rubblemaster RM70	Impact Crusher
2014	CAT 336F	Excavator
2013	VOLVO EC235	Excavator
2011	CAT 314D	Excavator
2009	CAT 308D	Excavator
2016	CAT 304E	Excavator
1990's	CAT 301	Mini Excavator
1987	CAT D4H	Small Dozer
2010	CAT 962	Loader
2006	CAT 924	Loader
2012	CAT 908	Loader
2017	CAT 289D	Compact Track Loader
2010	CAT 272C	Skidsteer
1996	Bobcat 763	Skidsteer
2015	Wacker Neuson 3001	Articulating Dumper
2014	TF-30 Ramfos Hydraulic Hammer	8000 ft/lb used w/Volvo 235
	Skidsteer Attachments:	24" Cold Planer
		18" Cold Planer
		Misc Buckets
		Wheel Saw, Broom, Forks
		3 Yd Hopper
2003	Air Compressor	200 CFr
	Screener	Rd 40 Screener
	Stone SD43	Vibratory Roller
	Wacker Plate Compactor	Compactor
	2 Stone Plate Compactors	Compactor
	Wacker Jumping Jack	Compactor
	Pumps	2"-4"
	Paving Equipment:	
	Roadhog	Grinder
2005	Lee Boy Roller 400	Vibratory Asphalt Roller
2008	Lee Boy Roller 300	Asphalt Roller

206 Andover Street • Suite 11 • Andover, Massachusetts 01810 • Tel: 978-475-1237 Fax: 978-475-3102
email: fpreillyandsons@comcast.net



FR. REILLY & SONS



Serving Andover and Vicinity Since 1947

Trucks:		
2019	Mack GR64 Triaxle	Triaxle Dump
2006	Mack CV713 Triaxle	Triaxle Dump
1995	Mack RD688SX	10 Wheeler
1981	Mack DM Hooklift	6 Wheel Hooklift
2017	Ford F550	6 Wheel
2017	Ford F350	1-Ton
2005	Ford F350/Support Vehicle	Utility Truck
2015		
	Const. Trailer/Support Vehicle	Trailer
	Miscellaneous:	
	Trench Boxes:	2 - 6' x 6'
		1 - 10' x 6'
		1 - 20' x 8'
	Stone Box	
	Road Plates:	3 - 20' x 8'
		4 - 14' x 8'
		2 - 8' x 8'
		2 - 6' x 8'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2020

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

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

PRODUCER
Cleary Insurance Inc
226 Causeway Street
Boston MA 02114-2155

INSURED
F. P. Reilly & Sons, Inc.
206 Andover Street
Suite 11
Andover MA 01810

CONTACT NAME: Ann Lafond
PHONE (A/C, No, Ext): (617) 723-0700
E-MAIL: alafond@clearyinsurance.com
FAX (A/C, No): (617) 723-7275

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Union Insurance Company	25844
INSURER B:	Acadia Insurance Company	31325
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2019-20 Master

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 <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPA 5201473	6/3/2019	6/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAA 5201474	6/3/2019	6/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA 5201476	6/3/2019	6/3/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA 5201477	6/3/2019	6/3/2020	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)
The Town of Natick is included as an Additional Insured when required by written contract and per the terms of insurance coverage form #CLCG2077 6/19.

CANCELLATION

CERTIFICATE HOLDER

Town of Natick
75 West St.
Natick, MA 01760

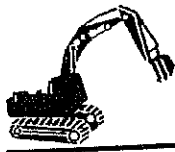
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Lafond/LAFOND

Ann Lafond

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Serving Andover and Vicinity Since 1947

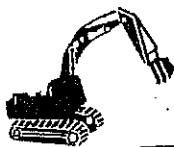
REFERENCES

Reference: Town of Andover
Address: 5 Campanelli Drive
Andover, MA 01810
Contact: Carlos Jaquez
Phone: 978-773-0303
Fax: _____
Description and date of Project: 12/2018: Crush/Recycle approximately 3000 tons of cement and hot top at dump
on Ledge Road, Andover. Currently have equipment rental, drainage contract and plowing with Town of Andover

Reference: City of Methuen
Address: 33 Lindbergh Ave
Methuen, MA 01844
Contact: Jay Bonanno/Daryl Laurenzo
Phone: 978-983-8855
Fax: _____
Description and date of Project: 04/03/2018: Crush approximately 2000 tons of material at
town yard to a 1 1/2" final size product; plan on going back to Methuen this Summer.

Reference: Shea Concrete
Address: 87 Haverhill Road
Amesbury, MA 01913
Contact: Greg Stratis
Phone: 978-388-1509
Fax: _____
Description and date of Project: 02/2019: Crush all concrete per contract to a 2" size product

Reference: E J Paving
Address: 101 Lindbergh Ave
Methuen, MA 01844
Contact: John Sullivan
Phone: 978-686-4500 x7004
Fax: _____
Description and date of Project: 03/2020 - Crush approximately 2100 tons of material;
12/19 Crush approximately 1000 tons of material



FR. REILLY & SONS



Serving Andover and Vicinity Since 1947

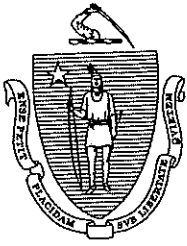
REFERENCES

Reference: Wynwood Associates Contact: Todd Wacome
Address: P.O. Box 4011 Phone: 978-773-0303
Andover, MA 01810 Fax: _____
Description and date of Project: 2019-present: Sitework for new development on Carter Lane in Andover.
Used impact crusher to crush approximately 1500 cy of ledge into a recycled product.

Reference: Town of North Andover Contact: John Borges
Address: 120 Main Street Phone: 978-685-0950
North Andover, MA 01845 Fax: _____
Description and date of Project: 2018-Current: Various work for Town of North Andover.
Work includes all site work for new kindergarten, road repairs, water services and equipment rental

Reference: _____ Contact: _____
Address: _____ Phone: _____
Fax: _____
Description and date of Project: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
Fax: _____
Description and date of Project: _____



William Francis Galvin
Secretary of the
Commonwealth

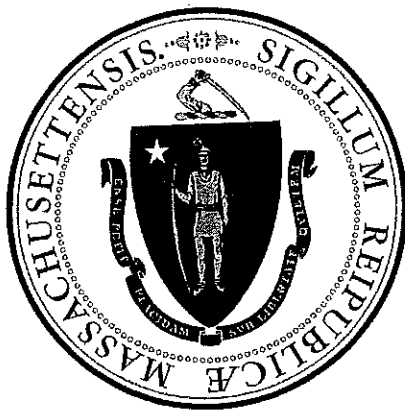
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: March 18, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,
F P REILLY AND SONS, INC.

is a domestic corporation organized on **January 01, 1988** , 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: 20030369560

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

Processed by: tad



Liberty Mutual Surety™

Scott D. Harford, CPCU, AFSB, CRIS
Surety Underwriting Consultant
1051 Winderley Place, Ste. 105
Maitland, FL 32751
Scott.harford@libertymutual.com
Direct Dial: 407-551-0729
Fax: (866) 547-4874

March 27, 2020

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

RE: Bid Letter of Intent- F. P. Reilly and Sons, Inc.
IFB for Mobile Crushing Services in the Town of Natick

It is the understanding of The Ohio Casualty Insurance Company (a wholly owned subsidiary of Liberty Mutual Group) that F. P. Reilly and Sons, Inc. intends to bid on the captioned project.

Although we have issued a Bid Bond per the IFB which guarantees that should F. P. Reilly be awarded the contract they will sign said contract and provide the required 100% Performance and Payment bonds, please also accept this letter which provides the same assurance.

The Ohio Casualty Insurance Company has had the privilege to provide Performance and Payment Bonds for F. P. Reilly and Sons, Inc. 2013.

Our experience with F. P. Reilly and Sons, Inc. has been extremely favorable, and we are confident that you will find them to be highly qualified and responsive to your needs.

We offer our support in the recommendation of F. P. Reilly and Sons, Inc. If we can be of further assistance, please feel free to contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott Harford".

Scott Harford
Surety Underwriting Consultant

** Bid Bond in attached envelope*

F P Reilly and Sons, Inc.

Balance Sheet

As of December 31, 2019

10:03 AM

03/31/20

Accrual Basis

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	2,372
C/D North/Tewks 57250	74,552
New Northmark Checking	76,924
Total Checking/Savings	
Accounts Receivable	270,936
Accounts Receivable	270,936
Total Accounts Receivable	
Other Current Assets	3,419
Undeposited Funds	3,419
Total Other Current Assets	
	351,279
Total Current Assets	
Fixed Assets	
Machinery & Equipmt.	242,000
CAT-336 (2017)	83,703
CAT 289D - 2017	69,063
CAT 304E2	48,000
2015 Wacker Neuson Wheel Dumper	1,467,804
Machinery & Equipmt. - Other	1,910,570
Total Machinery & Equipmt.	-1,379,330
Machinery & Equipmt.- A/D	
Motor Vehicles	101,205
1981 MACK DM	316,594
Motor Vehicles - Other	417,798
Total Motor Vehicles	-332,746
Motor Vehicles - A/D	616,293
Total Fixed Assets	967,571
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	33,942
Accounts Payable	33,942
Total Accounts Payable	
Other Current Liabilities	30,000
Accounts Payable Other	0
Payroll Liabilities	30,000
Total Other Current Liabilities	63,942
Total Current Liabilities	
Long Term Liabilities	96,545
CAT 336F	33,829
N/P CAT 289D	27,926
N/P CAT 304E2	11,212
N/P 2015 Wacker Neuson 3001	61,230
N/P NORTHMARK - 2010 CAT 962	36,170
Loan - Mike Reilly	266,912
Total Long Term Liabilities	330,854
Total Liabilities	
Equity	197,995
Capital Stock	358,613
Retained Earnings	80,110
Net Income	636,717
Total Equity	967,571
TOTAL LIABILITIES & EQUITY	



Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310.

Bid Bond

CONTRACTOR:

(Name, legal status and address)
F.P. Reilly and Sons, Inc.

206 Andover St
Andover, MA 01810

OWNER:

(Name, legal status and address)
Town of Natick

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

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

BOND AMOUNT: 5% of Bid Amount - - - Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Furnishing a mobile crushing unit and equipment necessary to feed unit to produce a product similar to dense graded gravel. Contract is based on an estimated 5,000 tons of material to be processed

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 31st day of March, 2020

Debrah Messines
(Witness)

Travis O'Connell
(Witness)

F.P. Reilly and Sons, Inc.

(Principal)

(Seal)

Al Reilly, President
(Title)

The Ohio Casualty Insurance Company

(Surety)

Stephen P. Gill
(Title) Stephen P. Gill - Attorney in Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: F.P. Reilly and Sons, Inc.

Bond Number: BID-0003243

Agency Name: Cross Insurance-Wakefield, Inc.

Obligee: Town of Natick

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Stephen P. Gill in the city and state of Topsfield, MA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is, in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 31st day of March, 2020.



By:

Renee C. Llewellyn, Assistant Secretary

3/26/2020

Town of Natick Mail - ADDENDUM NO. 1 - MOBILE CRUSHING SERVICES - PLEASE ACKNOWLEDGE RECEIPT!!



Bryan Leblanc <bleblanc@natickma.org>

ADDENDUM NO. 1 - MOBILE CRUSHING SERVICES - PLEASE ACKNOWLEDGE RECEIPT!!

1 message

Thu, Mar 26, 2020 at 1:13 PM

Bryan Leblanc <bleblanc@natickma.org>
To: "Blue Diamond Equipment Co." <bluediamondcc@comcast.net>, Robert Horne <rob@reyconservices.com>, Prime Vendor <primevendor124@gmail.com>, Michael Reilly <fpreillyandsons@comcast.net>, addenda <addenda@projectdog.com>, "Andrew J. Osborne" <aosborne@villagerci.com>

Good morning!

Please find attached addendum no. 1. **Please reply to confirm receipt.** You will also need to acknowledge this ADDENDUM No. 1 **in your bid form..**

Thank you for your attention.

Very truly yours,

Bryan Le Blanc

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

 **ADDENDUM 1 032620.pdf**
83K

Town of Natick, Massachusetts

ADDENDUM NO. 1

TO: Bidders of Record

PROJECT: IFB: Mobile Crushing Services

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: March 26, 2020

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the BID FORM, which is included with the IFB, and which shall be submitted to the Town.

This addendum consists of one (1) page.

Due to the Covid-19 situation facing the world, the deadline for receipt of sealed bids has been changed from 11 AM EDST on March 30, 2020, to 12:00 PM (noon) EDST on Thursday, March 31, 2020.

All other terms and conditions of the procurement and resulting contract remain the same.

Town of Natick, Massachusetts

ADDENDUM NO. 1

TO: Bidders of Record

PROJECT: IFB: Mobile Crushing Services

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: March 26, 2020

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All other terms and conditions of the procurement and resulting contract remain the same.

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

MOBILE CRUSHING SERVICES IN THE TOWN OF NATICK

March 30, 2020 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for mobile crushing services in the Town of Natick. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org beginning on March 11, 2020. Sealed Bids will be received until **11:00 A.M. local time, March 30, 2020**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award shall be subject to available appropriation and award by the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for mobile crushing services in the Town of Natick.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:00 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 March 11, 2020.

No Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on March 18, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Mobile Crushing Services" shall be received by 11:00 A.M. local time, March 30, 2020, at this address:

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

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock 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.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid. ($.05 \times \text{Bidder's rate per ton} \times 5,000 \text{ tons estimate}$)

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid

price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR MOBILE CRUSHING SERVICES IN THE TOWN OF NATICK". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 149, §44A and c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

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

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

Section 2. Pre-Bid Conference/Questions

No Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Procurement Officer
c/o Natick Public Works Building
75 West Street

Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on March 18, 2020. Questions may also be submitted to the procurement officer at bleblanc@natickma.org by such time. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Description of Work

The main base work to be performed under any Contract with the Town ("the Work") shall consist of all labor and materials for the provision of mobile crushing services in the Town of Natick.

General Specifications

Unless otherwise noted in these specifications, all materials and work under any resulting contract or contracts shall be in conformance with the latest Editions of:

- MassDOT Standard Specifications for Highways and Bridges, Supplemental Specifications, and Standard Special Provisions
- MassDOT Construction and Traffic Standard Details
- U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
- MassDOT Wheel Chair Ramp Standard
- The American Water Works Association's Standard for the Installation of Ductile-Iron Water Mains and Their Appurtenances
- MassDOT Standard Drawings for Signs and Support

Mobile Crushing Services

Scope of Work

Work under this contract shall consist of the Contractor furnishing a mobile crushing unit and equipment necessary to feed unit to produce a product similar to dense graded gravel.

All work to be performed and materials supplied are to be in accordance with MassDOT Standard Specifications for Highways and Bridges, unless otherwise stated herein.

Units are based on the production of finished product in tons and in accordance with specifications stated herein. The crusher shall be mobile and capable of completing the crushing and stacking at the site. The contract price shall include all equipment and manpower necessary to mobilize, load, crush, screen, separate metals and stack the finished product in designated location. The Town is not responsible for loss of production due to rebar, metal objects or oversized material that may interfere with the continuous operation of the crushing equipment.

The crushing mechanism shall be an impactor-type or cone / jaw combination, which is capable of producing a product gradation similar to two (2) inch minus dense graded gravel.

The maximum size of the feed to the crusher shall be 36"x36"x8" for concrete and 48"x48"x2" for asphalt and one foot in diameter for stone.

The mobile plant shall include a screening unit to ensure that the specifications are met. The screening facility should have the capability to change screen sizes. The finished product shall be two (2) inch minus dense graded gravel.

The mobile crusher unit shall be equipped with an electronic belt scale and the exchange shall be based upon actual tons of specification grade product manufactured.

The raw products location will be as directed by the Town. The Contractor will the site and familiarize themselves with the environs, location and raw material before commencement of the work.

The Town will supply a loader and operator to assist in the final storage of manufactured product.

The Contractor's vehicles shall be clearly marked with the name of the company. No equipment will be parked on Town streets overnight without the express authorization of the Town.

Services and Specifications

The Contractor shall have 24-hour per day, 7-day per week telephone answering service available throughout the terms of this contract. The Contractor shall also have at any time work is being performed in the Town a suitable means for the Towns to reach the individual(s) performing the work for discussion of the performance of such work. A listing of Emergency Contact numbers after normal business hours should emergencies arise related to the contract.

The Contractor shall keep a competent and responsible person, knowledgeable about the work being performed and readily able to discuss any aspect thereof including technical, performance, warranties, personnel staffing levels, billings and scheduling of the work and having field experience as a Field Supervisor, in charge of the daily administration and supervision of the work at the site to represent them whenever any work is in progress. Such representative shall be authorized and instructed to receive and execute the instructions given by the Town. The Field Supervisor shall assure quality control, investigate complaints (including any irregularities, labor problems, accidents, thefts, etc.), determine work assignments, and submit reports. The Field Supervisor shall also have the authority to make decisions regarding any aspect of the work.

The Town reserves the right to observe all facets of the operation and to assign personnel to inspect the Contractor's operation at any time for the purpose of determining compliance with the specifications and maintaining records. Any work or materials found to be substandard or not in accordance with the provisions of the contract shall be repaired or replaced to the satisfaction of the Town at the sole expense of the Contractor.

It shall be the Contractor's responsibility to ensure that he does not damage any materials, equipment or structures during his operations, and he shall be held liable for any damages that he causes. If the Contractor damages any materials, equipment or structures, he shall replace or repair to the satisfaction of the Town and at no expense to the Town.

The Contractor shall be responsible for all permits, fees and licenses necessary for the proper execution of the required work.

It is understood and agreed that only the highest standards of work are acceptable and are to be maintained; that the specifications are not be construed as absolutely complete; but all items not included and considered necessary to properly perform the work shall be construed as part of the specifications.

The Contractor shall be required to redo, at her/his own expense; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of law or public authority. In the event that work has been done improperly, the Town shall have the right to demand immediate corrective action on the part of the Contractor; or have the condition corrected by whatever means necessary and deduct the costs from the invoiced amount.

The Contractor shall have available a sufficient number of personnel, properly trained, for regularly scheduled work, absences, and emergencies.

The Contractor employees shall not disturb or tamper with personal or public property except as may be necessary to perform the work. Work zones will be cleaned at the end of each day with no debris left from day's operation.

All work shall be performed in accordance with OSHA standards and it shall be the contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work site.

All equipment utilized under this contract shall be tested in accordance with OSHA standards. The contractor shall notify the Town in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply.

Measurement and Payment

Measurement will be on a per unit basis for the particular bid item.

Payment will be made on a unit price basis equal to the bid price per unit multiplied by the number of units.

Quantities shall be measured and agreed upon by the Contractor and the designee of the Town at the end of each work day.

The following items and units are payable quantities under this contract:

Labor and equipment to process material as specified above per Ton.

The Town anticipates, but not guarantees, 5,000 tons of material to be processed.

All work to be performed by the Successful Bidder under any Contract with the Town shall be at prevailing wage rates.

The Successful Bidder shall use caution during construction operations. The buildings are operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work. The Successful Bidder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Bidder at no additional cost to the Owner and shall be repaired immediately.

The Successful Bidder shall use extreme caution during the entire construction period.

The existing condition information has been compiled from a variety of sources. The existing conditions are provided for general information only. Actual conditions may vary. Successful Bidder is required to verify existing conditions, and dimensions prior to submitting its bid. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's

employees assigned to the sites shall pass pre-employment criminal background screening.

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

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

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

Section 4. Bid Submission Requirements

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

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall

eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful

completion of said course with the first certified payroll report for each employee.

- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price. (Bidder's rate per ton x 5,000 tons estimate)
 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price. (Bidder's rate per ton x 5,000 tons estimate)

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Mobile Crushing Services in the Town of Natick" shall be received by 11:00 A.M. local time, March 30, 2020, at this address:

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

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock 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.

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

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with applicable law. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

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

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total per ton rate to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town estimates, but does not guarantee, approximately 5,000 tons of material to be processed. The Successful Bidder will only be paid for material actually processed with the advanced written consent of the Town in accordance with this Contract.

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: (1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts

General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

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

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

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town. (Bidder's rate per ton x 5,000 tons estimate)

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town. (Bidder's rate per ton x 5,000 tons estimate)

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

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

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

Section 7. Compliance with Laws

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

provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. (Bidder's rate per ton x 5,000 tons estimate)

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. (Bidder's rate per ton x 5,000 tons estimate)

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

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

Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

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

**APPENDIX 1
TOWN OF NATICK
BID FORM**

The undersigned hereby submits a sealed bid for services related to mobile crushing services in the Town of Natick.

Printed Name of Bidder: _____

Address: _____

The Bidder hereby acknowledges receipt of the following addenda: _____

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work for the per ton rate shown below.

Total Rate in Words: _____

Per ton.

Total Rate in Numbers: _____

Per ton.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the

Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total per ton rate to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town estimates, but does not guarantee, approximately 5,000 tons of material to be processed. The Successful Bidder will only be paid for material actually processed with the advanced written consent of the Town in accordance with this Contract.

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

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price (Bidder's rate per ton x 5,000 tons estimate), the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

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

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

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

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

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

ROSALIN ACOSTA
Secretary

MICHAEL FLANAGAN
Interim Director

Awarding Authority: Town of Natick, Massachusetts
Contract Number:
Description of Work: Invitation for Bids - Mobile Crushing Services in Natick
City/Town: NATICK
Job Location: Various Locations, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 02/27/2020

Wage Request Number: 20200227-064

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.25	\$12.41	\$0.00	\$0.00	\$46.66
	06/01/2020	\$35.15	\$12.41	\$0.00	\$0.00	\$47.56
	08/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	12/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	06/01/2021	\$35.95	\$12.91	\$0.00	\$0.00	\$48.86
	08/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.32	\$12.41	\$0.00	\$0.00	\$46.73
	06/01/2020	\$35.22	\$12.41	\$0.00	\$0.00	\$47.63
	08/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	12/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	06/01/2021	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	08/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.44	\$12.41	\$0.00	\$0.00	\$46.85
	06/01/2020	\$35.34	\$12.41	\$0.00	\$0.00	\$47.75
	08/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	12/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	06/01/2021	\$36.14	\$12.91	\$0.00	\$0.00	\$49.05
	08/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.73	\$12.50	\$0.00	\$0.00	\$62.23
	06/01/2020	\$50.83	\$12.50	\$0.00	\$0.00	\$63.33
	12/01/2020	\$51.98	\$12.50	\$0.00	\$0.00	\$64.48
	06/01/2021	\$53.08	\$12.50	\$0.00	\$0.00	\$65.58
	12/01/2021	\$54.23	\$12.50	\$0.00	\$0.00	\$66.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$68.52	\$9.90	\$0.00	\$0.00	\$78.42
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$0.00	\$0.00	\$58.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$73.41	\$9.90	\$0.00	\$0.00	\$83.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2019	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	06/01/2020	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	12/01/2020	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	06/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	12/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	55	\$26.80	\$12.50	\$0.00	\$0.00	\$39.30
2	60	\$29.24	\$12.50	\$0.00	\$0.00	\$41.74
3	65	\$31.67	\$12.50	\$0.00	\$0.00	\$44.17
4	70	\$34.11	\$12.50	\$0.00	\$0.00	\$46.61
5	75	\$36.55	\$12.50	\$0.00	\$0.00	\$49.05
6	80	\$38.98	\$12.50	\$0.00	\$0.00	\$51.48
7	85	\$41.42	\$12.50	\$0.00	\$0.00	\$53.92
8	90	\$43.86	\$12.50	\$0.00	\$0.00	\$56.36

Effective Date - 06/01/2020

Effective Date - 06/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	55	\$27.41	\$12.50	\$0.00	\$0.00	\$39.91
2	60	\$29.90	\$12.50	\$0.00	\$0.00	\$42.40
3	65	\$32.39	\$12.50	\$0.00	\$0.00	\$44.89
4	70	\$34.88	\$12.50	\$0.00	\$0.00	\$47.38
5	75	\$37.37	\$12.50	\$0.00	\$0.00	\$49.87
6	80	\$39.86	\$12.50	\$0.00	\$0.00	\$52.36
7	85	\$42.36	\$12.50	\$0.00	\$0.00	\$54.86
8	90	\$44.85	\$12.50	\$0.00	\$0.00	\$57.35

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER
LABORERS - ZONE 2

12/01/2019	\$34.06	\$8.10	\$0.00	\$0.00	\$42.16
06/01/2020	\$34.95	\$8.10	\$0.00	\$0.00	\$43.05
12/01/2020	\$35.84	\$8.10	\$0.00	\$0.00	\$43.94
06/01/2021	\$36.76	\$8.10	\$0.00	\$0.00	\$44.86
12/01/2021	\$37.67	\$8.10	\$0.00	\$0.00	\$45.77

Classification

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.44	\$8.10	\$0.00	\$0.00	\$28.54
2	70	\$23.84	\$8.10	\$0.00	\$0.00	\$31.94
3	80	\$27.25	\$8.10	\$0.00	\$0.00	\$35.35
4	90	\$30.65	\$8.10	\$0.00	\$0.00	\$38.75

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.97	\$8.10	\$0.00	\$0.00	\$29.07
2	70	\$24.47	\$8.10	\$0.00	\$0.00	\$32.57
3	80	\$27.96	\$8.10	\$0.00	\$0.00	\$36.06
4	90	\$31.46	\$8.10	\$0.00	\$0.00	\$39.56

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$23.08	\$12.50	\$0.00	\$0.00	\$35.58
06/01/2020	\$23.63	\$12.50	\$0.00	\$0.00	\$36.13
12/01/2020	\$24.20	\$12.50	\$0.00	\$0.00	\$36.70
06/01/2021	\$24.75	\$12.50	\$0.00	\$0.00	\$37.25
12/01/2021	\$25.33	\$12.50	\$0.00	\$0.00	\$37.83

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$27.64	\$12.50	\$0.00	\$0.00	\$40.14
06/01/2020	\$28.29	\$12.50	\$0.00	\$0.00	\$40.79
12/01/2020	\$28.97	\$12.50	\$0.00	\$0.00	\$41.47
06/01/2021	\$29.61	\$12.50	\$0.00	\$0.00	\$42.11
12/01/2021	\$30.29	\$12.50	\$0.00	\$0.00	\$42.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
06/01/2020	\$34.98	\$12.41	\$0.00	\$0.00	\$47.39
08/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
12/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
06/01/2021	\$35.78	\$12.91	\$0.00	\$0.00	\$48.69
08/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.83	\$12.41	\$0.00	\$0.00	\$47.24
	06/01/2020	\$35.73	\$12.41	\$0.00	\$0.00	\$48.14
	08/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	12/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	06/01/2021	\$36.53	\$12.91	\$0.00	\$0.00	\$49.44
	08/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$35.12	\$12.41	\$0.00	\$0.00	\$47.53
	06/01/2020	\$36.02	\$12.41	\$0.00	\$0.00	\$48.43
	08/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	12/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	06/01/2021	\$36.82	\$12.91	\$0.00	\$0.00	\$49.73
	08/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06

TREE TRIMMER

OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
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TREE TRIMMER GROUNDMAN

OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

VAC-HAUL/CATCH BASIN CLEANING

TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

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

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

2/27/2020



Request Official Wage Schedule

Department of Labor Standards

Prevailing Wage Program

Confirmation

Your request for an Official Prevailing Wage Schedule has been successfully received and is being processed by DLS. The schedule will be emailed to the email address provided in your request.

Please note the wage request number **20200227-064** for future inquiries.

[Request another official Wage Schedule](#)

[Return to Prevailing Wage Website](#)

Request Official Wage Schedule
Website

2/27/2020

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

This Contract is made this _____ day of _____, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a corporation organized under the laws of _____, 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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 mobile crushing services in the Town of Natick, as described in the Invitation for Bids for Mobile Crushing Services in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. **Standard of Care**

The Contractor'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**

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

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

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

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

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

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

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

No payment by the Town to the Contractor shall be deemed to be a waiver of any

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

7. **Compliance with Laws**

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

8. **Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

\$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 of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town: William D. Chenard,
Deputy Town Administrator - Operations
Natick Town Hall

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

13 East Central Street
Natick, MA 01760

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

If to the Contractor:

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.

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, 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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

- v. This Contract is executed in triplicate as a sealed instrument.
(The remainder of this page is left intentionally blank.)

The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

by:

Signature

Printed Name

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in 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.)



**Liberty
Mutual.**
SURETY

Document A312™-2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

999045857

CONTRACTOR:

(Name, legal status and address)

F.P. Reilly and Sons, Inc.

206 Andover St
Andover, MA 01810

OWNER:

(Name, legal status and address)

Town of Natick

13 East Central Street
Natick, MA 01760

CONSTRUCTION CONTRACT

Date: March 30, 2020

Amount: \$36,500.00

Description:

(Name and location)

IFB for Mobile Crushing Services in the Town of Natick

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

BOND

Date: April 22, 2020

(Not earlier than Construction Contract Date)

Amount: \$36,500.00

Modifications to this Bond:

☒

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

F.P. Reilly and Sons, Inc.

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Michael W. Reilly, President

Name

and Title:

Michael W. Reilly, President

Signature:

Stephen P. Gill

Name

and Title:

Stephen P. Gill - Attorney in Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cross Insurance-Wakefield, Inc.

401 Edgewater Place, Suite 220, Wakefield, MA 01880

(978)887-4900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:

Address

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:

Address



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

999045857

Payment Bond

CONTRACTOR:

(Name, legal status and address)
F.P. Reilly and Sons, Inc.

206 Andover St
Andover, MA 01810

OWNER:

(Name, legal status and address)
Town of Natick

13 East Central Street
Natick, MA 01760

CONSTRUCTION CONTRACT

Date: March 30, 2020

Amount: \$36,500.00

Description:

(Name and location)

IFB for Mobile Crushing Services in the Town of Natick

BOND

Date: April 22, 2020

(Not earlier than Construction Contract Date)

Amount: \$36,500.00

Modifications to this Bond:

☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

F.P. Reilly and Sons, Inc.

(Corporate Seal)

SURETY

Company:

The Ohio Casualty Insurance Company

(Corporate Seal)



Signature:

Name

and Title:

Michael W. Reilly, President
Michael W. Reilly, President

Signature:

Name

and Title:

Stephen P. Gill
Stephen P. Gill - Attorney in Fact

(Any additional signatures appear on the last page of this Payment Bond.)
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cross Insurance-Wakefield, Inc.
401 Edgewater Place, Suite 220, Wakefield, MA 01880
(978)887-4900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: F.P. Reilly and Sons, Inc.

Agency Name: Cross Insurance-Wakefield, Inc.

Bond Number: 999045857

Obligee: Town of Natick

Bond Amount: (\$36,500.00) Thirty-six Thousand Five Hundred Dollars And Zero Cents

Contract Amount: (\$36,500.00) Thirty-six Thousand Five Hundred Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Stephen P. Gill in the city and state of Topsfield, MA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 22nd day of April, 2020.



By:

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2020

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

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

PRODUCER
Cleary Insurance Inc
226 Causeway Street

Boston MA 02114-2155

INSURED
F. P. Reilly & Sons, Inc.
206 Andover Street
Suite 11
Andover MA 01810

CONTACT NAME: Ann Lafond
PHONE (A/C No. Ext): (617) 723-0700
E-MAIL: alafond@clearyinsurance.com
FAX (A/C, No): (617) 723-7275
INSURER(S) AFFORDING COVERAGE
INSURER A: Union Insurance Company NAIC # 25844
INSURER B: Acadia Insurance Company 31325
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2019-20 Master

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 <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CRA 5201473	6/3/2019	6/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAA 5201474	6/3/2019	6/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA 5201476	6/3/2019	6/3/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA 5201477	6/3/2019	6/3/2020	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)
The Town of Natick is included as an Additional Insured when required by written contract and per the terms of insurance coverage form #CLCG2077 6/19.

CANCELLATION

CERTIFICATE HOLDER

Town of Natick
75 West St.
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

Ann Lafond/LAFOND

Ann Lafond

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

MOBILE CRUSHING SERVICES IN THE TOWN OF NATICK

March 30, 2020 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed bids for mobile crushing services in the Town of Natick. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org beginning on March 11, 2020. Sealed Bids will be received until **11:00 A.M. local time, March 30, 2020**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award shall be subject to available appropriation and award by the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for mobile crushing services in the Town of Natick.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 8:00 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 March 11, 2020.

No Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on March 18, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Mobile Crushing Services" shall be received by 11:00 A.M. local time, March 30, 2020, at this address:

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

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock 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.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid. (.05 x Bidder's rate per ton x 5,000 tons estimate)

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid

price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR MOBILE CRUSHING SERVICES IN THE TOWN OF NATICK". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 149, §44A and c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

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

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

Section 2. Pre-Bid Conference/Questions

No Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Procurement Officer
c/o Natick Public Works Building
75 West Street

Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on March 18, 2020. Questions may also be submitted to the procurement officer at bleblanc@natickma.org by such time. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Description of Work

The main base work to be performed under any Contract with the Town (“the Work”) shall consist of all labor and materials for the provision of mobile crushing services in the Town of Natick.

General Specifications

Unless otherwise noted in these specifications, all materials and work under any resulting contract or contracts shall be in conformance with the latest Editions of:

- MassDOT Standard Specifications for Highways and Bridges, Supplemental Specifications, and Standard Special Provisions
- MassDOT Construction and Traffic Standard Details
- U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
- MassDOT Wheel Chair Ramp Standard
- The American Water Works Association’s Standard for the Installation of Ductile-Iron Water Mains and Their Appurtenances
- MassDOT Standard Drawings for Signs and Support

Mobile Crushing Services

Scope of Work

Work under this contract shall consist of the Contractor furnishing a mobile crushing unit and equipment necessary to feed unit to produce a product similar to dense graded gravel.

All work to be performed and materials supplied are to be in accordance with MassDOT Standard Specifications for Highways and Bridges, unless otherwise stated herein.

Units are based on the production of finished product in tons and in accordance with specifications stated herein. The crusher shall be mobile and capable of completing the crushing and stacking at the site. The contract price shall include all equipment and manpower necessary to mobilize, load, crush, screen, separate metals and stack the finished product in designated location. The Town is not responsible for loss of production due to rebar, metal objects or oversized material that may interfere with the continuous operation of the crushing equipment.

The crushing mechanism shall be an impactor-type or cone / jaw combination, which is capable of producing a product gradation similar to two (2) inch minus dense graded gravel.

The maximum size of the feed to the crusher shall be 36"x36"x8" for concrete and 48"x48"x2" for asphalt and one foot in diameter for stone.

The mobile plant shall include a screening unit to ensure that the specifications are met. The screening facility should have the capability to change screen sizes. The finished product shall be two (2) inch minus dense graded gravel.

The mobile crusher unit shall be equipped with an electronic belt scale and the exchange shall be based upon actual tons of specification grade product manufactured.

The raw products location will be as directed by the Town. The Contractor will the site and familiarize themselves with the environs, location and raw material before commencement of the work.

The Town will supply a loader and operator to assist in the final storage of manufactured product.

The Contractor's vehicles shall be clearly marked with the name of the company. No equipment will be parked on Town streets overnight without the express authorization of the Town.

Services and Specifications

The Contractor shall have 24-hour per day, 7-day per week telephone answering service available throughout the terms of this contract. The Contractor shall also have at any time work is being performed in the Town a suitable means for the Towns to reach the individual(s) performing the work for discussion of the performance of such work. A listing of Emergency Contact numbers after normal business hours should emergencies arise related to the contract.

The Contractor shall keep a competent and responsible person, knowledgeable about the work being performed and readily able to discuss any aspect thereof including technical, performance, warranties, personnel staffing levels, billings and scheduling of the work and having field experience as a Field Supervisor, in charge of the daily administration and supervision of the work at the site to represent them whenever any work is in progress. Such representative shall be authorized and instructed to receive and execute the instructions given by the Town. The Field Supervisor shall assure quality control, investigate complaints (including any irregularities, labor problems, accidents, thefts, etc.), determine work assignments, and submit reports. The Field Supervisor shall also have the authority to make decisions regarding any aspect of the work.

The Town reserves the right to observe all facets of the operation and to assign personnel to inspect the Contractor's operation at any time for the purpose of determining compliance with the specifications and maintaining records. Any work or materials found to be substandard or not in accordance with the provisions of the contract shall be repaired or replaced to the satisfaction of the Town at the sole expense of the Contractor.

It shall be the Contractor's responsibility to ensure that he does not damage any materials, equipment or structures during his operations, and he shall be held liable for any damages that he causes. If the Contractor damages any materials, equipment or structures, he shall replace or repair to the satisfaction of the Town and at no expense to the Town.

The Contractor shall be responsible for all permits, fees and licenses necessary for the proper execution of the required work.

It is understood and agreed that only the highest standards of work are acceptable and are to be maintained; that the specifications are not be construed as absolutely complete; but all items not included and considered necessary to properly perform the work shall be construed as part of the specifications.

The Contractor shall be required to redo, at her/his own expense; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of law or public authority. In the event that work has been done improperly, the Town shall have the right to demand immediate corrective action on the part of the Contractor; or have the condition corrected by whatever means necessary and deduct the costs from the invoiced amount.

The Contractor shall have available a sufficient number of personnel, properly trained, for regularly scheduled work, absences, and emergencies.

The Contractor employees shall not disturb or tamper with personal or public property except as may be necessary to perform the work. Work zones will be cleaned at the end of each day with no debris left from day's operation.

All work shall be performed in accordance with OSHA standards and it shall be the contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work site.

All equipment utilized under this contract shall be tested in accordance with OSHA standards. The contractor shall notify the Town in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply.

Measurement and Payment

Measurement will be on a per unit basis for the particular bid item.

Payment will be made on a unit price basis equal to the bid price per unit multiplied by the number of units.

Quantities shall be measured and agreed upon by the Contractor and the designee of the Town at the end of each work day.

The following items and units are payable quantities under this contract:

Labor and equipment to process material as specified above per Ton.

The Town anticipates, but not guarantees, 5,000 tons of material to be processed.

All work to be performed by the Successful Bidder under any Contract with the Town shall be at prevailing wage rates.

The Successful Bidder shall use caution during construction operations. The buildings are operational and contain personnel, furniture, fixtures and equipment. Mechanical equipment such as lighting, electrical conduits, junction boxes, power lines, etc. may exist in the vicinity of the work. The Successful Bidder shall take all necessary precautions so as not to cause any damages. Any damages that interrupt service and/or require repairs to the building, furniture, fixtures or equipment shall be the responsibility of the Successful Bidder at no additional cost to the Owner and shall be repaired immediately.

The Successful Bidder shall use extreme caution during the entire construction period.

The existing condition information has been compiled from a variety of sources. The existing conditions are provided for general information only. Actual conditions may vary. Successful Bidder is required to verify existing conditions, and dimensions prior to submitting its bid. No additional compensation or time extension will be made for dimensional errors or discoverable inaccuracies related to existing conditions in the contract documents.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's

employees assigned to the sites shall pass pre-employment criminal background screening.

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

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

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

Section 4. Bid Submission Requirements

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

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall

eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful

completion of said course with the first certified payroll report for each employee.

- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price. (Bidder's rate per ton x 5,000 tons estimate)
 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price. (Bidder's rate per ton x 5,000 tons estimate)

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Mobile Crushing Services in the Town of Natick" shall be received by 11:00 A.M. local time, March 30, 2020, at this address:

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

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock 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.

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

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with applicable law. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

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

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total per ton rate to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town estimates, but does not guarantee, approximately 5,000 tons of material to be processed. The Successful Bidder will only be paid for material actually processed with the advanced written consent of the Town in accordance with this Contract.

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: (1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts

General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

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

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

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town. (Bidder's rate per ton x 5,000 tons estimate)

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town. (Bidder's rate per ton x 5,000 tons estimate)

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

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

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

Section 7. Compliance with Laws

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

provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. (Bidder's rate per ton x 5,000 tons estimate)

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. (Bidder's rate per ton x 5,000 tons estimate)

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

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

Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

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

**APPENDIX 1
TOWN OF NATICK
BID FORM**

The undersigned hereby submits a sealed bid for services related to mobile crushing services in the Town of Natick.

Printed Name of Bidder:

Address: _____

The Bidder hereby acknowledges receipt of the following addenda: _____.

(LIST OUT EACH ONE, i.e., 1, 2, 3, 4, etc. and NOT 1-4!)

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work for the per ton rate shown below.

Total Rate in Words: _____
Per ton.

Total Rate in Numbers: _____
Per ton.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this IFB. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the

Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total per ton rate to provide the required services in the Main Base Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The Town estimates, but does not guarantee, approximately 5,000 tons of material to be processed. The Successful Bidder will only be paid for material actually processed with the advanced written consent of the Town in accordance with this Contract.

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

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price (Bidder's rate per ton x 5,000 tons estimate), the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

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

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

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

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary

MICHAEL FLANAGAN
Interim Director

Awarding Authority: Town of Natick, Massachusetts
Contract Number: City/Town: NATICK
Description of Work: Invitation for Bids - Mobile Crushing Services in Natick
Job Location: Various Locations, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.25	\$12.41	\$0.00	\$0.00	\$46.66
	06/01/2020	\$35.15	\$12.41	\$0.00	\$0.00	\$47.56
	08/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	12/01/2020	\$35.15	\$12.91	\$0.00	\$0.00	\$48.06
	06/01/2021	\$35.95	\$12.91	\$0.00	\$0.00	\$48.86
	08/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.32	\$12.41	\$0.00	\$0.00	\$46.73
	06/01/2020	\$35.22	\$12.41	\$0.00	\$0.00	\$47.63
	08/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	12/01/2020	\$35.22	\$12.91	\$0.00	\$0.00	\$48.13
	06/01/2021	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	08/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.44	\$12.41	\$0.00	\$0.00	\$46.85
	06/01/2020	\$35.34	\$12.41	\$0.00	\$0.00	\$47.75
	08/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	12/01/2020	\$35.34	\$12.91	\$0.00	\$0.00	\$48.25
	06/01/2021	\$36.14	\$12.91	\$0.00	\$0.00	\$49.05
	08/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.73	\$12.50	\$0.00	\$0.00	\$62.23
	06/01/2020	\$50.83	\$12.50	\$0.00	\$0.00	\$63.33
	12/01/2020	\$51.98	\$12.50	\$0.00	\$0.00	\$64.48
	06/01/2021	\$53.08	\$12.50	\$0.00	\$0.00	\$65.58
	12/01/2021	\$54.23	\$12.50	\$0.00	\$0.00	\$66.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$68.52	\$9.90	\$0.00	\$0.00	\$78.42
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$0.00	\$0.00	\$58.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$73.41	\$9.90	\$0.00	\$0.00	\$83.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2019	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	06/01/2020	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	12/01/2020	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	06/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	12/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.80	\$12.50	\$0.00	\$0.00	\$39.30
2	60	\$29.24	\$12.50	\$0.00	\$0.00	\$41.74
3	65	\$31.67	\$12.50	\$0.00	\$0.00	\$44.17
4	70	\$34.11	\$12.50	\$0.00	\$0.00	\$46.61
5	75	\$36.55	\$12.50	\$0.00	\$0.00	\$49.05
6	80	\$38.98	\$12.50	\$0.00	\$0.00	\$51.48
7	85	\$41.42	\$12.50	\$0.00	\$0.00	\$53.92
8	90	\$43.86	\$12.50	\$0.00	\$0.00	\$56.36

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.41	\$12.50	\$0.00	\$0.00	\$39.91
2	60	\$29.90	\$12.50	\$0.00	\$0.00	\$42.40
3	65	\$32.39	\$12.50	\$0.00	\$0.00	\$44.89
4	70	\$34.88	\$12.50	\$0.00	\$0.00	\$47.38
5	75	\$37.37	\$12.50	\$0.00	\$0.00	\$49.87
6	80	\$39.86	\$12.50	\$0.00	\$0.00	\$52.36
7	85	\$42.36	\$12.50	\$0.00	\$0.00	\$54.86
8	90	\$44.85	\$12.50	\$0.00	\$0.00	\$57.35

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	12/01/2019	\$34.06	\$8.10	\$0.00	\$0.00	\$42.16
LABORERS - ZONE 2	06/01/2020	\$34.95	\$8.10	\$0.00	\$0.00	\$43.05
	12/01/2020	\$35.84	\$8.10	\$0.00	\$0.00	\$43.94
	06/01/2021	\$36.76	\$8.10	\$0.00	\$0.00	\$44.86
	12/01/2021	\$37.67	\$8.10	\$0.00	\$0.00	\$45.77

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.44	\$8.10	\$0.00	\$0.00	\$28.54
2	70	\$23.84	\$8.10	\$0.00	\$0.00	\$31.94
3	80	\$27.25	\$8.10	\$0.00	\$0.00	\$35.35
4	90	\$30.65	\$8.10	\$0.00	\$0.00	\$38.75

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.97	\$8.10	\$0.00	\$0.00	\$29.07
2	70	\$24.47	\$8.10	\$0.00	\$0.00	\$32.57
3	80	\$27.96	\$8.10	\$0.00	\$0.00	\$36.06
4	90	\$31.46	\$8.10	\$0.00	\$0.00	\$39.56

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$23.08	\$12.50	\$0.00	\$0.00	\$35.58
06/01/2020	\$23.63	\$12.50	\$0.00	\$0.00	\$36.13
12/01/2020	\$24.20	\$12.50	\$0.00	\$0.00	\$36.70
06/01/2021	\$24.75	\$12.50	\$0.00	\$0.00	\$37.25
12/01/2021	\$25.33	\$12.50	\$0.00	\$0.00	\$37.83

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$27.64	\$12.50	\$0.00	\$0.00	\$40.14
06/01/2020	\$28.29	\$12.50	\$0.00	\$0.00	\$40.79
12/01/2020	\$28.97	\$12.50	\$0.00	\$0.00	\$41.47
06/01/2021	\$29.61	\$12.50	\$0.00	\$0.00	\$42.11
12/01/2021	\$30.29	\$12.50	\$0.00	\$0.00	\$42.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
06/01/2020	\$34.98	\$12.41	\$0.00	\$0.00	\$47.39
08/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
12/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
06/01/2021	\$35.78	\$12.91	\$0.00	\$0.00	\$48.69
08/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2019	\$34.83	\$12.41	\$0.00	\$0.00	\$47.24
	06/01/2020	\$35.73	\$12.41	\$0.00	\$0.00	\$48.14
	08/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	12/01/2020	\$35.73	\$12.91	\$0.00	\$0.00	\$48.64
	06/01/2021	\$36.53	\$12.91	\$0.00	\$0.00	\$49.44
	08/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$35.12	\$12.41	\$0.00	\$0.00	\$47.53
	06/01/2020	\$36.02	\$12.41	\$0.00	\$0.00	\$48.43
	08/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	12/01/2020	\$36.02	\$12.91	\$0.00	\$0.00	\$48.93
	06/01/2021	\$36.82	\$12.91	\$0.00	\$0.00	\$49.73
	08/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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



Department of Labor Standards

Prevailing Wage Program

Confirmation

Your request for an Official Prevailing Wage Schedule has been successfully received and is being processed by DLS. The schedule will be emailed to the email address provided in your request.

Please note the wage request number **20200227-064** for future inquiries.

[Request another official Wage Schedule](#)

[Return to Prevailing Wage Website](#)

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

This Contract is made this _____ day of _____, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a corporation organized under the laws of the _____, 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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 mobile crushing services in the Town of Natick, as described in the Invitation for Bids for Mobile Crushing Services in the Town of Natick ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor'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

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

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

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

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

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

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

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

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

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

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

No payment by the Town to the Contractor shall be deemed to be a waiver of any

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

7. **Compliance with Laws**

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

8. **Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

\$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 of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

(2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

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

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

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

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town: William D. Chenard,
Deputy Town Administrator - Operations
Natick Town Hall

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

13 East Central Street
Natick, MA 01760

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

If to the Contractor:

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.

Town of Natick, Massachusetts
Contract for Mobile Crushing Services in the Town of Natick

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, 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

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applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

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v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

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Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

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

Signature

Printed Name

Printed Title

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