



NATICK BOARD OF SELECTMEN  
AGENDA  
Edward H. Dlott Meeting Room  
Tuesday, May 28, 2019  
5:30 PM

Agenda Posted Thursday, 5/23/19 at 5:20 p.m.

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 5:30 OPEN SESSION - Call to Order; Roll Call Vote to Enter Executive Session
2. 5:35 EXECUTIVE SESSION

This portion of the meeting is not open to the public.

- A. Purpose 6: To consider the purchase, exchange, lease, or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: Camp Arrowhead - Memorandum of Agreement
- B. Purpose 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares - Kurtin, et al. v. Natick Planning Board, et al., 18-MISC-00456 (Land Court)
- C. Approve Executive Session Minutes: 11/5/18, 11/13/18, 2/19/19, 5/9/19

3. 6:30 RECONVENE OPEN SESSION
4. ANNOUNCEMENTS

- A. Lt. Cara Rossi: Introduction of Sonia Wagner, Jail Diversion Clinician, Natick Police Department
- B. Rodent Concern
- C. School Committee Vacancy Effective 6/17/19
- D. West Natick Fire Station Groundbreaking-Recap
- E. Natick Friends of the 4th Upcoming Events
- F. MA Cultural Council Grant-TCAN
- G. Appointment to Board of Registrars-Reading of Votes
- H. Board/Committee Vacancies
- I. MassDOT Capital Investment Plan-Public Meeting Schedule

5. 6:50 CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

6. 7:00 REQUESTED ACTION

- A. West Natick Fire Station: Authorize Town Administrator to Approve Change Orders Up to \$25,000 or 25% if Lower than \$25,000
- B. Authorize Town Administrator to Approve Temporary Occupancy Agreements, Mass DOT/North Main Street Project
- C. Procurement Officer: Contracts
  - a. Award: Roadway Improvements 2019
  - b. Second Renewal: Environmental Sampling
  - c. Renewal: Fitness Training
  - d. Second Renewal: Prescription Medications
- 3. Award: Natick Center Cultural District Services
- D. Public Hearing: Fiscal Year 2020 Water & Sewer Rates
- E. Request to Occupy a Public Way for Brickwork - Original Contracting - Adams Street (5/1-8/23/19)
- F. Public Hearing-Brokk and Eitri, LLC: Application for S.12 Wine and Malt License
- G. Brokk and Eitri, LLC: Application for a Common Victualer's License
- H. Public Hearing-Smashburger: Application for S. 12 Wine and Malt License  
Public Hearing will be opened and continued to the 6/10/19 Selectmen's Meeting
- I. Natick Historical Commission Chair: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign (Public Hearing Required)
- J. Camp Arrowhead MOA & Reopening
- K. Authorize Chair to Sign Comment Letter RE 2020-2024 Capital Improvement Plan

7. 9:30 DISCUSSION AND DECISION

- A. Middlesex Path Dog Park

8. 9:50 BOARD OF SELECTMEN UPDATES

- A. Director of Public Works: South Main Street Project Update
- B. Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Monday-Thursday

9. 10:15 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

10. 10:30 CONSENT AGENDA

- A. Approve Meeting Minutes: 5/9/19
- B. Fourth of July Banner: 7/1-7/7/19



C. Beaver Dam Road Block Party: 6/9/19

D. Spring Valley Block Party: 6/23/19

E. Eastern Bank Flutie 5K: 9/29/19

F. Albanian Orthodox Church of the Annunciation Citation in Recognition of 100th Anniversary

G. Hladick Brothers Proclamation

H. Rotary Club: One-Day Alcohol License

I. Authorize Public Hearing Regarding Safety Committee Recommendation - Addition of New Address at Common Cafe & Kitchen for "Takeout Door"

11. TOWN ADMINISTRATOR NOTES

12. SELECTMEN'S CONCERNS

13. CORRESPONDENCE

A. Correspondence 5/28/19

14. ADJOURNMENT

NEXT MEETING DATES: Monday, 6/10; Wednesday, 6/19; Monday, 6/24;  
Monday, 7/8

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

Meeting recorded by Natick Pegasus

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**ITEM TITLE:** Lt. Cara Rossi: Introduction of Sonia Wagner, Jail Diversion Clinician, Natick Police Department

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo-Chief Hicks	5/23/2019	Cover Memo

**TOWN OF NATICK**  
NATICK, MASSACHUSETTS 01760



**POLICE DEPARTMENT**  
*James G. Hicks, Chief of Police*

20 East Central Street  
Natick, MA 01760  
Phone: 508-647-9511  
Fax: 508-647-9509

***Interoffice Memorandum***

Date: May 22, 2019  
To: Michael J. Hickey, Jr  
From: James G. Hicks, Chief of Police  
RE: Introduction of Jail Diversion Clinician

At the end of April, we added Jail Diversion Clinician Sonja Wagner to our staff through a grant that is several years in the making. Sonja has both clinical and first responder experience. She worked for several years as an EMT in Florida so she understands a bit more than most clinicians, the environment of Public Safety.

The addition of Sonja is expected to decrease the amount of time officers need to spend dealing with mental health and substance abuse issues and also, the frequency with which they are required to assist the same callers for the same issues. The hope is that Sonja will be able to spend time with these people requiring additional services and having the entire Advocates organization at her disposal, she will refer people for additional services, decreasing the calls for service at these "magnet addresses" and getting much needed services to people who are in the habit of calling the police for reasons that don't normally require police assistance.

She works out of an office at NPD. Her hours to start will be 1400-2200, Monday-Friday, based on data collected and when need was shown to be most prevalent. This can be adjusted if need is shown to be significant at alternate times.

Sonja will be available for any call that an officer deems necessary. She will deploy from the station, as needed. Officers often choose to have Sonja ride with them on Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "James G. Hicks".

James G. Hicks  
Chief of Police

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**ITEM TITLE:** Rodent Concern

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Rodent Information	5/28/2019	Cover Memo
Message from the Director of Public Health	5/22/2019	Cover Memo



**OFFICE OF THE  
BOARD OF HEALTH**  
13 EAST CENTRAL STREET  
NATICK, MASSACHUSETTS 01760

TO: Michael Hickey, Chairman  
Natick Board of Selectmen

FROM: James White, Director  
Natick Board of Health

RE: Rodent Issue

DATE: May 28, 2019

Let me begin by stating there has been a noticeable increase in rodent activity and population, not only in the Town of Natick, but throughout the entire region over the past recent years. There has always been a presence of rodents to some degree that this department has had to address over the years but not in the numbers evident we have seen lately. There are many possible factors contributing this surge, factors that may vary depending upon surrounding conditions.

This is not only a public health issue; it is also a community issue. We must work together in order to best control the problem. Listed below are some helpful tips homeowners can put in practice to assist us and the community in combating the rodent dilemma:

\*\*\* Rodents require 3 things to thrive: food, water & shelter. Eliminating all the 3 will discourage infestation.

**HOW:**

- Storing trash inside in rodent containers with a tight fitting lid
- Placing trash and recycling out for collection **THE MORNING OF COLLECTION DAY**
- Eliminate outdoor bird & animal feeding
- Feed pets indoors and keep pet food in rodent proof containers
- Keep compost secured and covered
- In late summer & fall, remove fallen fruit
- Keep your grills clean & free from grease/food buildup
- Remove standing water from bird baths, pools, pet bowls, pots, etc.
- Keep grass, bushes, vines, shrubs trimmed and free from overgrowth
- Stack wood piles 12 – 18 inches off the ground
- Remove and properly dispose of any junk or debris such as rubbish, old appliances, cars, tires, brush, rotting wood, etc

## FOR YOUR HOME:

- Seal all holes, gaps and outer openings to protect from gaining access such as:
- Seal holes in the foundation
- Seal gaps beneath doors and garage with a gasket or weather stripping
- Install self closing exits or screens to dryer vents
- Seal around pipes, cable and wires that enter through walls or foundations
- Seal openings in crawl spaces or attics
- Make sure windows and screens are tightly sealed & in good condition
- Keep in mind pet doors make for easy rodent access
- Seal and rodent proof any outer structures such as sheds, pool houses, etc.

This information and much more on rodents can be found on the Health Department website at:  
<https://www.natickma.gov/1562/Rodents>

If you are experiencing a situation that may require an abatement, we highly recommend you consider hiring a licensed pest control operator to assist you to assure safe and proper handling of any and all products during the abatement process. Please keep in mind, improper use of pesticides can be harmful to children, pets and non-targeted wildlife.

We ask if you see rodent activity in your neighborhood or about town to contact the Natick Health Department with the specific location. We have been and will continue to provide guidance and assistance, and tracking information allows us to Work with property owners in a given area and to further investigate the situation. The Health Department can be contacted at:

Phone: 508-647-6460  
Email: [health@natickma.org](mailto:health@natickma.org)

Thank you for your patience and assistance with this matter.





## Keep Rats and Mice Away from Your Home

### What residents can do



Place trash at the curb on your pick-up day - not the night before

#### **Yards**

- ☐ Keep trash, recycling, and compost barrels tightly covered
- ☐ Inspect covers for gnaw marks, holes, cracks, rusting or other signs of disrepair. Replace as needed
- ☐ Double bag any leaking trash before placing in trash container
- ☐ Remove piles of rubbish including pet waste
- ☐ Trim bushes, vines, shrubs and tall grasses
- ☐ Keep wood piles stacked 18 inches off the ground.
- ☐ Remove any food sources such as pet food, bird seed, fallen fruit from trees, etc.
- ☐ Remove standing water from pet water bowls, bird baths etc.
- ☐ Keep your grill clean of any grease or food debris
- ☐ Check for any activity under sheds or any raised foundations
- ☐ Remember, poison/pesticides can harm wildlife. As soon as possible, dispose of dead rodents by burying them or place them in a plastic bag and put them in the trash

#### **Exterior of Buildings**

- ☐ Install door sweeps on all exterior doors including loading dock doors if applicable. There should be no daylight around doors
- ☐ Seal all holes and gaps greater than  $\frac{1}{4}$  inch at the foundation
- ☐ Install self-closing doors and screening over dryer vents

#### **Interior of Buildings**

- ☐ Install door sweeps and seal gaps around doors to common areas including the garage
- ☐ Seal any gaps around pipes
- ☐ Seal openings in attics and crawl spaces
- ☐ Reduce clutter (e.g. newspapers, bags, cardboard)
- ☐ Clean and vacuum. (Use a HEPA filter vacuum for any mice or rat droppings)

Contact a licensed pest control company for additional help.

***A message from the Director of Public Health, James M. White, Jr.***

There has been a dramatic increase in the rodent population throughout Massachusetts and the Town of Natick is no exception. This has an effect on the entire community and we must all work together in a collaborative effort to help eliminate the problem.

We ask that businesses and residents take this opportunity to make their respective properties as unattractive to rodents as possible by depriving them of food, water, shelter and means of getting around.

It is the owner's responsibility to maintain their property in a clean and sanitary condition, which will assist to avoid contributing to a rodent infestation.

Please keep in mind that rodent bait/pesticides can be harmful to wildlife, pets and children if not applied properly. You may want to consider hiring a licensed pest control operator that is trained in Integrated Pest Management (IPM) if you are experiencing a problem.

We have provided a variety of rodent control information items here to assist you. If you need any additional information or assistance, please do not hesitate to call the Health Department at 508-647-6460. Remember, sometimes it takes a village. If we all work together and do our part we can make a difference.

Look for additional information on the Natick Health Department website:

<https://www.natickma.gov/1562/Rodents>



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**ITEM TITLE:** School Committee Vacancy Effective 6/17/19  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Notice of vacancy effective 6/17/19-J. McDonough	5/21/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

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## Notification of vacancy

3 messages

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**McDonough, Julie** <jmcdonough@natickps.org>

Tue, May 14, 2019 at 10:28 AM

To: Michael Hickey <mhickey@natickma.org>

Cc: Patricia O'Neil <poneil@natickma.org>, dpacker@natickma.org, "~SchoolCommittee@natickps.org" <schoolcommittee@natickps.org>

Mr. Hickey,

Let this email serve as official notification of a vacancy on the Natick School Committee effective Monday, June 17, 2019. Lisa Tabenkin is resigning her seat on the School Committee.

Diane Packer, Town Clerk, will provide the by-law stating how this vacancy is to be filled by a vote of both the School Committee and the Board of Selectmen.

I look forward to speaking with you to discuss a timeframe for filling this vacancy and the process for accepting letters of interest.

Sincerely,  
Julie McDonough  
Chair, Natick School Committee

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**Michael Hickey** <mhickey@natickma.org>

Tue, May 14, 2019 at 11:41 AM

To: Selectmen <selectmen@natickma.org>

Cc: Melissa Malone <mmalone@natickma.org>

Board Members/all,

FYI.

Thanks,  
Mike  
[Quoted text hidden]

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**Michael Hickey** <mhickey@natickma.org>

Tue, May 14, 2019 at 11:53 AM

To: "McDonough, Julie" <jmcdonough@natickps.org>

Cc: Patricia O'Neil <poneil@natickma.org>, Diane Packer <dpacker@natickma.org>, "~SchoolCommittee@natickps.org" <schoolcommittee@natickps.org>

Dear Ms. McDonough,

Thank you for your official notification of a vacancy on the Natick School Committee. I am confirming receipt of your email, which I have shared with my colleagues. On behalf of the Board of Selectmen, we look forward to working collaboratively with the School Committee to fill the vacancy, and I look forward to speaking with you about the process.

In the meantime, thank you again for your email and I look forward to being in touch soon.

Mike

Michael J. Hickey, Jr., Chair  
Natick Board of Selectmen  
[Quoted text hidden]

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**ITEM TITLE:** West Natick Fire Station Groundbreaking-Recap

**ITEM SUMMARY:**

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**ITEM TITLE:** Natick Friends of the 4th Upcoming Events  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Flyer	5/23/2019	Cover Memo



## JOIN US FOR OUR UPCOMING EVENTS!

Wednesday, May 29, 5:00-8:00 PM

### **Neighbor Night at Springdale Barrel Room**

102 Clinton Street, Framingham, MA

Enjoy local craft beer and learn more about our plans for this year's 4th of July Parade. We'll also be raffling off gift cards to local Natick businesses. Plus, \$1 of every pint benefits Natick Friends of the 4th!

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Thursday, June 20, 7:00 PM

### **Trivia Night at Lookout Farm Taproom**

89 Pleasant Street, South Natick, MA

Join us for trivia and prizes, sponsored by Natick Friends of the 4th. Plus, \$1 of every pint will be donated to Natick's 4th of July parade!

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Wednesday, June 26, 11:30 AM-10:00 PM

### **Giving Night at Anthony's Coal Fired Pizza**

219 N. Main Street, Suite A-104, Natick, MA

Dine at Natick's newest restaurant any time on June 26 and mention "Natick Friends of the 4th." 20% of the sales will support our community's Independence Day festivities.



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**ITEM TITLE:** MA Cultural Council Grant-TCAN

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
MA Cultural Council Grant-D. Lavalley	5/17/2019	Cover Memo



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## Fwd: FW: re: Thank you!

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On Thu, May 16, 2019, 4:14 PM David Lavalley <david@natickarts.org> wrote:

Dear Board of Selectmen,

I'm resending this message from earlier this week, since my note to Amy Mistrot was returned. The Mass Cultural Council announced publicly today the recipients of \$9.27 million in new grants from the Massachusetts Cultural Facilities Fund – and I'm pleased to let you know that TCAN was among them. Our grant of \$48,000 matched a generous gift from MetroWest Subaru of Natick, allowing us to invest \$100,000 in crucial building repairs to preserve the historic Firehouse on Summer Street, originally constructed in 1875. Our project, which will be completed this year, will include structural repairs to the roof, repair and installation of concrete flooring in the main performance space, and waterproofing of the basement and foundation.

We are deeply grateful to Natick's Board of Selectmen for drafting a strong letter of support for our project, signed and endorsed unanimously by the Board, which accompanied our grant proposal. All of us at TCAN appreciate the ongoing support we receive from elected officials, local agencies and residents of the Town of Natick, along with our generous business partners.

With heartfelt thanks,

David

**David Lavalley**

Executive Director

The Center for Arts in Natick

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**Sent:** Tuesday, May 14, 2019 2:11 PM

**To:** 'anita\_walker@art.state.ma.us' <anita\_walker@art.state.ma.us>; 'Paget, Jay (ART)' <jay.paget@state.ma.us>

**Cc:** 'Valerie Barretto' <valerie@natickarts.org>; 'Linsky, David - Rep. (HOU)' <David.Linsky@mahouse.gov>; 'Marillyn

Zacharis' <marizach@comcast.net>; 'Terri Evans' <terrievans1@verizon.net>; 'Rosemary Driscoll'

<rosemary@driscollresearch.com>; 'Amy Mistrot' <amistrot@natickma.org>; Rick Jennett

(rick.jennett@gmail.com)

<rick.jennett@gmail.com>; Tom Rush (mail@tomrush.com) <mail@tomrush.com>; Antonio Viva

<aviva@walnuthillarts.org>; 'severs@tro-design.com' <severs@tro-design.com>; 'MICHAEL.MCAULIFFE@

middlesexbank.com' <MICHAEL.MCAULIFFE@middlesexbank.com>; 'Karen.Spilka@masenate.gov'

<Karen.Spilka@masenate.gov>; Michael Collins <mike@dmcarh.com>; 'Steve Wilson'

<swilson@chartic.com>; Erin

Basile <erin@natickarts.org>; 'mwilson@mass-creative.org' <mwilson@mass-creative.org>; 'Frank

Hanenberger'

<frankhsubaru@gmail.com>; 'kerry@natickarts.org' <kerry@natickarts.org>

**Subject:** re: Thank you!

Hi Anita and Jay,

I'm writing to thank you and the MA Cultural Council for supporting our 2019 grant proposal for capital repairs to the Firehouse. We are absolutely delighted!

The projects described in our proposal are approaching the emergency stage, but are among those “not glamorous” projects that are always difficult to fund from our donor base. The value and importance of arts funding from the Commonwealth cannot be overstated. Our staff and Board members deeply appreciate your consideration, and the continued support our organization receives from the MA Cultural Council.

We are also thankful to the many friends of TCAN who came forward to endorse our proposal, and on whom we depend so frequently for support. Among these we are particularly grateful to Frank Hanenberger and MetroWest Subaru, who donated the funds that were matched by the Cultural Facilities Fund.

I look forward to seeing you soon to thank you personally for this generous gift.

With sincere thanks,

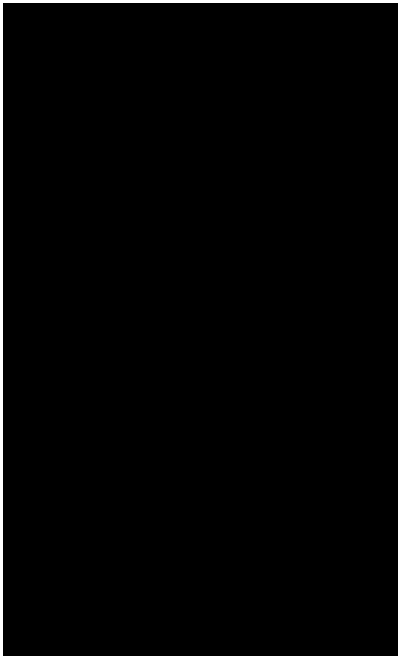
David

**David Lavalley**

Executive Director

The Center for Arts in Natick





----- Forwarded message -----

From: Mass Cultural Council <[Newsletters@art.state.ma.us](mailto:Newsletters@art.state.ma.us)>

To: <[david@natickarts.org](mailto:david@natickarts.org)>

Cc:

Bcc:

Date: Thu, 16 May 2019 14:59:56 -0400

Subject: Power of Culture

[View this email in your browser](#)



Power of Culture

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**\$9.27 Million in New Capital Funds  
Awarded to Support Mass Cultural  
Economy**

The [MassDevelopment](#) Board of Directors has approved \$9.27 million in new grants from the [Massachusetts Cultural Facilities Fund](#) (CFF), a state program that provides capital and planning grants to nonprofits, colleges, and municipalities that own or operate facilities primarily focused on the arts, humanities, and sciences.

[The 2019 Round](#) includes 64 capital grants totaling more than \$8.7 million and another 29 planning grants totaling more than \$500,000. Grants range from \$7,000 to \$200,000 and must be matched one-to-one from private and/or other public sources.

Several regional grant receptions will be organized to honor grant recipients and to thank the many state elected officials who have made this program possible. The first is scheduled on May 31st at 11am at Chesterwood in Stockbridge, please [join us and RSVP](#). Other dates for events in Gloucester, Boston, Worcester, and New Bedford will be announced soon.

[Read Full Release](#)

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## Discover Mass Artists in Our Online Gallery





**Top row:** [Dinorá Justice](#) (FY18 Painting Finalist) - Portrait Seven after Matisse's Pink Nude and [Arno Rafael Minkkinen](#) (FY12 Photography Finalist) - Oulujevi Sunset, Paltaniemi, Kajaani, Finland. **Bottom row:** [Jack Mauch](#) (2017 Crafts Fellow) - Surface Study 1 and [Neena Dhanda Gulati](#) (2018 Choreography Fellow) performing.

**Explore more than 1,000 works by visual, literary, media, and performing artists distinguished through our Artist Fellowships on our new online Gallery.** There are 10 years of Fellows and Finalists on display now, and we hope to add additional years' winners in the coming months. Stay tuned.

[Visit the Gallery](#)

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## Thank You, Matt Wilson



Mass Cultural Council thanks Matt Wilson for his leadership and advocacy on behalf of the Commonwealth's cultural community.

As [MASSCreative](#)'s founding executive director, Matt was a vital partner in our efforts to expand the network of advocates for the great work of the arts, humanities, and sciences.

We look forward to advancing our partnership with MASSCreative to demonstrate the power of culture through this [state budget session](#) and beyond.

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## New Festivals Grants Awarded



Congratulation to the recipients of our 2019 Spring/Summer Festivals grants. [137 festivals were awarded](#) grants of \$500 each. The [Festivals Program](#) is designed to help festival programmers meet the needs of producing, promoting, and developing sustainable audiences. So far, the program has funded over 225 festivals across the state. Applications for Fall/Winter Festivals will open on June 3, 2019.





## About the Mass Cultural Council

----- Forwarded message -----

From: Mass Cultural Council <Newsletters@art.state.ma.us>

To: <david@natickarts.org>

Cc:

Bcc:

Date: Thu, 16 May 2019 14:59:56 -0400

Subject: Power of Culture

[View this email in your browser](#)



Power of Culture

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## **\$9.27 Million in New Capital Funds Awarded to Support Mass Cultural Economy**

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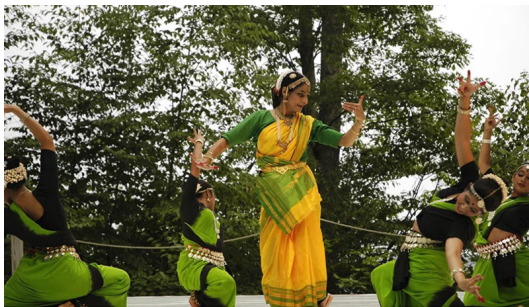
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**ITEM TITLE:** Appointment to Board of Registrars-Reading of Votes  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

Description	Upload Date	Type
5/13/19 Vote of Board of Selectmen	5/21/2019	Cover Memo



**VOTE OF THE BOARD OF SELECTMEN ON MAY 13, 2019**

**TO APPOINT A REPUBLICAN MEMBER TO THE BOARD OF REGISTRARS,  
TERM ENDING 2022**

CANDIDATES:  
Elizabeth Yobaccio  
Sandra LaFleur

Mr. Hickey	Elizabeth Yobaccio
Ms. Salamoff	Sandra LaFleur
Mr. Freedman	Elizabeth Yobaccio
Ms. Adelman-Foster	Elizabeth Yobaccio
Mr. Jennett	Sandra LaFleur

By a vote of 3-2-0, the Board voted to appoint Ms. Yobaccio as the Republican Member to the Board of Registrars, Term ending 2022.

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**ITEM TITLE:** Board/Committee Vacancies

**ITEM SUMMARY:**

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**ATTACHMENTS:**

**Description**

Announcement

**Upload Date**

5/23/2019

**Type**

Cover Memo

The board of Selectmen is currently accepting applications for various boards and committees. Some boards/committees currently have vacancies and some will have vacancies beginning on 7/1/2019. For a complete list of vacancies, please visit our web site at [www.natickma.gov](http://www.natickma.gov). To learn more about a committee or to apply please visit [www.natickma.gov/volunteer](http://www.natickma.gov/volunteer) or contact the Board of Selectmen's office at 508-647-6410 or [selectmen@natickma.org](mailto:selectmen@natickma.org).

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**ITEM TITLE:** MassDOT Capital Investment Plan-Public Meeting Schedule  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Public Meeting Schedule	4/23/2019	Cover Memo



# massDOT

Massachusetts Department of Transportation

## CAPITAL INVESTMENT PLAN

### FACT

MassDOT will spend approximately \$17 billion dollars in transportation investments over the next 5 years.

### FACT

Most people in Massachusetts are unaware of the capital planning process and do not participate in the conversations about where transportation funding should be prioritized.

### FACT

Your voice is important! MassDOT wants to hear from ALL citizens across the Commonwealth!

MassDOT is preparing the next five-year capital plan, a spending plan that will guide investments in our transportation system between 2020 and 2024. The Capital Investment Plan (CIP) determines how we prioritize and fund our investments, covering all transportation projects – everything from highway and municipal projects to regional airports, rail and transit, including the MBTA and Regional Transit Authorities as well as bicycle and pedestrian projects across the Commonwealth.

## JOIN US AND BE HEARD

We want to hear from you about your priorities for transportation projects both local and statewide. Tell us how we can improve our transportation systems, enhance our transportation capacity where needed, and build new projects to help communities prosper and get residents where they need to go. Representatives from MassDOT will inform attendees on how to get involved at the local and state level, provide a draft overview of the 2020 – 2024 CIP and record your input about your transportation needs and capital priorities. Please help spread the word about these Capital Investment Plan meetings to friends, family and business associates. Make your voice heard. Your participation is critical to meeting your transportation needs.

## CIP PUBLIC MEETING SCHEDULE

- **BOSTON - Tuesday, May 21st – 6:30pm**  
Transportation Building - 10 Park Plaza Board Room  
\*This meeting will be streamed live and recorded for future viewing
- **DANVERS - Tuesday, May 21st – 6:00pm**  
Danvers Senior Center  
25 Stone St.
- **FALMOUTH - Wednesday, May 22nd – 6:30pm**  
Falmouth Library (Hermann Foundation Room)  
300 Main St.
- **BRAINTREE - Thursday, May 23rd – 6:30pm**  
Thayer Public Library  
798 Washington St.
- **FALL RIVER - Thursday, May 23rd – 6:30pm**  
Fall River Library (Large meeting room)  
104 North Main St.
- **PITTSFIELD - Tuesday, May 28th – 6:00pm**  
Berkshire Regional Planning Commission  
1 Fenn St, #201
- **NATICK - Wednesday, May 29th – 6:30pm**  
Natick Town Hall (Selectmen Room)  
13 East Central St.
- **LOWELL - Thursday, May 30th – 6:30pm**  
Pollard Library (Community Meeting Room)  
401 Merrimack St.
- **LEOMINSTER - Monday, June 3rd – 6:30pm**  
Leominster City Hall (Auditorium)  
25 West St.
- **ROXBURY - Tuesday, June 4th – 6:30pm**  
Bolling Municipal Building  
2300 Washington St.
- **WORCESTER - Wednesday, June 5th – 6:30pm**  
Worcester City Hall (South Meeting Room)  
455 Main St.
- **SPRINGFIELD - Thursday, June 6th – 6:00pm**  
Springfield Library (Mason Square Branch)  
765 State St.

CAN'T MAKE A MEETING? POST YOUR IDEAS AT [WWW.MASS.GOV/CIP](http://WWW.MASS.GOV/CIP) OR EMAIL COMMENTS TO [MASSCIP@STATE.MA.US](mailto:MASSCIP@STATE.MA.US)

Meeting locations are accessible to people with disabilities and those with limited English proficiency. Accessibility accommodations and language services will be provided free of charge upon request, and as available. Requests should be submitted within ten days of the meeting at which services will be required, if at all possible. Such services include documents in alternative formats, translated documents, assistive listening devices, and interpreters (including American Sign Language). For more information or to request reasonable accommodation and/or language services, please contact Michelle Muallem at (857) 368-9027 or [michelle.l.muallem@dot.state.ma.us](mailto:michelle.l.muallem@dot.state.ma.us).

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**ITEM TITLE:** West Natick Fire Station: Authorize Town Administrator to Approve Change Orders  
Up to \$25,000 or 25% if Lower than \$25,000

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Email RE Change Orders-M. Malone/B. Chenard	5/23/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

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## Fwd: wnfs

1 message

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**Melissa Malone** <mmalone@natickma.org>

Wed, May 22, 2019 at 9:18 AM

To: Michael Hickey <mhickey@natickma.org>, Patricia O'Neil <poneil@natickma.org>

fyi

----- Forwarded message -----

From: **chenard** <[chenard@natickma.org](mailto:chenard@natickma.org)>

Date: Wed, May 8, 2019 at 11:06 PM

Subject: Re: wnfs

To: Melissa Malone <[mmalone@natickma.org](mailto:mmalone@natickma.org)>, Bill Chenard, <[bchenard@natickma.org](mailto:bchenard@natickma.org)>, Bryan Leblanc <[bleblanc@natickma.org](mailto:bleblanc@natickma.org)>

Once the contract is approved and signed, the project manager or Dept Head with the authority can approve and pay invoices. So yes you can approve invoices. Change orders are different. Since a change order is essentially a contract amendment the BOS should approve. We have had a policy that the TA approves CO up to 25k or 25% if lower than 25k. Probably would not hurt to have the BOS affirm.

Bill

----- Original message -----

From: Melissa Malone <[mmalone@natickma.org](mailto:mmalone@natickma.org)>

Date: 5/8/19 8:04 PM (GMT-05:00)

To: "Bill Chenard," <[bchenard@natickma.org](mailto:bchenard@natickma.org)>, Bryan Leblanc <[bleblanc@natickma.org](mailto:bleblanc@natickma.org)>

Subject: wnfs

hi - just need a quick gut check.

we are trying to get a procedure est. for signing of vendor checks during construction and it seems like we have a short window for review of invoices and get payment made. just wanted to check in that i have the authority to sign for this. john is no longer living in town and we are trying to make sure we comply with mgl.

also, wanted to check in re the change over process. just wanted to confirm your thoughts on the process.

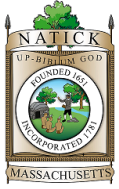
Melissa A. Malone  
Town Administrator  
**13 East Central Street**  
**Natick, MA 01760**  
508-647-6410



--

*Melissa A. Malone*

Melissa A. Malone  
Town Administrator  
13 East Central Street  
Natick, MA 01760  
508-647-6410





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**ITEM TITLE:** Authorize Town Administrator to Approve Temporary Occupancy Agreements, Mass DOT/North Main Street Project

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Signatory Page	5/23/2019	Cover Memo

**RECONSTRUCTION OF ROUTE 27 (NORTH MAIN STREET), FROM NORTH  
AVENUE TO THE WAYLAND T.L.  
NATICK, MASSACHUSETTS**

Project #: 605034

The project, as designed, requires three temporary occupancies aka temporary easements (areas labeled as TE-128, TE-133, and TE-136) of approximately 1,119 total square feet, from the Murphy Field. As the Murphy Field is operated by the Town of Natick, a public entity, and serves significant public recreational activity, it is subject to federal jurisdiction under Section 4(f) of the federal Department of Transportation Act 1966 (49 U.S.C. § 303), as amended. The identified temporary occupancies on the park parcels will be required for the purposes of constructing cement concrete sidewalk.

As the official with jurisdiction over the Murphy Field, the Town of Natick understands that the following conditions will be met by the Massachusetts Department of Transportation for the referenced project in regards to the temporary construction impacts proposed within the areas of the temporary occupancies (TE-128, TE-133, and TE-136):

1. Duration (of the occupancy of the Murphy Field) will be temporary, i.e., less than the time needed for construction of the project, and there will be no change in ownership of the land;
2. The scope of the work is minor, i.e., both the nature and the magnitude of the changes to the 4(f) resource are minimal;
3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the activities or purpose of the resource, on either a temporary or permanent basis;
4. The land being used will be fully restored, i.e., the resource will be returned to a condition which is at least as good as that which existed prior to the project;
5. The signatory below, identified as the “official having jurisdiction” is in agreement regarding the above-mentioned conditions.

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Melissa Malone  
Town Administrator of Town of Natick

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Date

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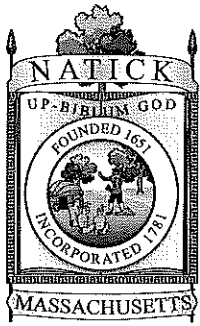
**ITEM TITLE:** Procurement Officer: Contracts

**ITEM SUMMARY:** a. Award: Roadway Improvements 2019  
b. Second Renewal: Environmental Sampling  
c. Renewal: Fitness Training  
d. Second Renewal: Prescription Medications  
3. Award: Natick Center Cultural District Services

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Roadway Improvements-Recommendation & Contract	5/23/2019	Cover Memo
Roadway Improvements-Invitation for Bids	5/23/2019	Cover Memo
Environmental Sampling-Recommendation & Second Extension	5/23/2019	Cover Memo
Fitness Training-Recommendation & First Extension	5/23/2019	Cover Memo
Prescription Medications-Recommendation & Second Extension	5/23/2019	Cover Memo
Natick Center Cultural District Services-Recommendation & Contract	5/23/2019	Cover Memo



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator - Operations  
Jeremy Marsette, Director, Natick Public Works  
William McDowell, Town Engineer  
John DiGiacomo, Assistant Town Engineer

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

**DATE:** May 5, 2019

**SUBJECT: CONTRACT AWARD**  
**Roadway Improvements at Various Locations in Natick - 2019**

On May 2, 2019, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements at various locations in the Town of Natick. Bids were received from three (3) bidders. (See attached.)

The lowest bidder, P.J. Keating Company ("PJ Keating"), 998 Reservoir Road, Lunenburg, MA 01462, is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to PJ Keating for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$1,994,805.00, as provided for in PJ Keating's bid. Mr. McDowell, and I have reviewed the bids received and have checked the references and qualifications of PJ Keating, and have determined it to be a responsible and eligible bidder.

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

Bids Received:	05/02/2019
Newspaper Advertisement ( <u>Metrowest Daily News</u> ):	04/09/2019
Website Posting:	04/03/2019
Town Hall Postings:	04/03/2019
Central Register:	04/10/2019
COMMBUYS Posting:	04/03/2019



Funding: Chapter 90 Funds (\$1,000,000) + Article 14, Table B, Motion B, Item 2 - Tax Levy Borrowing (\$1,000,000)

Bids Received: See attached.



# Town of Natick

## IFB Opening Form

Bids - Roadway Improvements at Various Locations in Natick - 2019

Date & Time: May 2, 2018, 11:00 A.M. EDT

*Bids will be full received 5/2/19.*

Company Name	Envelope Sealed & Marked	Bid Security 5% and Pre-qualification	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MCI 151B	Certificate of Non-Detachment	Price
P.J. Keating, Lunenburg, MA	x	x	x	x	x	x	x	x	x	x	\$1,994,805.00
J.H. Lynch, Millbury, MA	x	x	x	x	x	x	x	*Not with bid.	x	x	\$2,060,985.00
D&R, Melrose, MA	x	x	x	x	x	x	x	*Not with bid.	x	x	\$2,446,955.00

\*This is not a required statutory item. Bidder's non-compliance will be waived as a minor informality if submitted promptly upon request.

CFO Signature:

*[Signature]* 5/2/19

Witness Signature:

*[Signature]* 5-2-19







# Corporations Division

## Business Entity Summary

ID Number: 041496330

[Request certificate](#)

[New search](#)

Summary for: P. J. KEATING COMPANY

<b>The exact name of the Domestic Profit Corporation:</b> P. J. KEATING COMPANY		
<b>Merged into</b> P. J. KEATING COMPANY <b>on</b> 01-02-2003		
<b>Merged with</b> KEATING MATERIALS CORP. <b>on</b> 10-15-1993 <b>Merged with</b> KEATING SPORTS GROUP, INC. <b>on</b> 07-15-1994		
<b>Entity type:</b> Domestic Profit Corporation		
<b>Identification Number:</b> 041496330		
<b>Date of Organization in Massachusetts:</b> 02-02-1925		
<b>Date of Merger:</b> 01-02-2003		<b>Last date certain:</b>
<b>Current Fiscal Month/Day:</b> 12/31		<b>Previous Fiscal Month/Day:</b> 00/00
<b>The location of the Principal Office:</b>  Address: 998 RESERVOIR RD. City or town, State, Zip code, LUNENBURG, MA 01462 USA Country:		
<b>The name and address of the Registered Agent:</b>  Name: JOHN J. KEATING Address: 998 RESERVOIR RD., City or town, State, Zip code, LUNENBURG, MA 01462 USA Country:		
<b>The Officers and Directors of the Corporation:</b>		
<b>Title</b>	<b>Individual Name</b>	<b>Address</b>
PRESIDENT	JOHN J. KEATING	998 RESERVOIR RD., LUNENBURG, MA 01462 USA
TREASURER	GLENN CULPEPPER	1563 AGATE CT., MCLEAN, VA 22102 USA
SECRETARY	GLENN CULPEPPER	1583 AGATE CT. MCLEAN, VA 22102 USA
DIRECTOR	THOMAS HILL	3333K STREET, SUITE 405 WASHINGTON, DC 20007 USA
DIRECTOR	RANDOLPH K PIKE	E EASTGATE PARK ROAD BELMONT, NH 03220 USA
<b>Business entity stock is publicly traded:</b>		



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

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$ 0.01	1,000	\$ 10.00	1,000

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

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

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



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**Currently Prequalified Contractors in the following class(es) of work:****Pavement - Surfacing**With a minimum MassDOT Single Class of Work Limit of: **\$2,114,960.00**

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Company	Expiration Date
A F AMORELLO & SONS INC	03/31/2020
AGGREGATE INDUSTRIES NE REGION INC	06/30/2019
ALBANESE BROTHERS INC	01/31/2020
ALL STATES ASPHALT INC	08/31/2019
BISZKO CONTRACTING CORP	06/30/2019
BLYTHE CONSTRUCTION INC	01/31/2020
BROX INDUSTRIES	12/31/2019
CARDI CORPORATION	02/29/2020
CENTURY PAVING & CONST CORP	09/30/2019
D W WHITE CONSTRUCTION INC	02/29/2020
D&R GENERAL CONTRACTING	07/31/2019
D'AMBRA CONSTRUCTION COMPANY INC	05/31/2019
DALLESSANDRO CORP	11/30/2019
DELSIGNORE BLACKTOP PAVING INC	06/30/2019
E H PERKINS CONSTRUCTION INC	08/31/2019
E J PAVING CO INC	11/30/2019
EUROVIA ATLANTIC COAST LLC	04/30/2020
GMI ASPHALT LLC	01/31/2020
HERZOG CONTRACTING CORP	04/30/2020
J H LYNCH & SONS INC	07/31/2019
J H MAXYMILLIAN INC	04/30/2019
JOSEPH P CARDILLO & SON INC	07/31/2019
JSL ASPHALT INC	06/30/2019
L B CORPORATION	03/31/2020
LAL CONSTRUCTION CO INC	08/31/2019
LAWRENCE LYNCH CORP	05/31/2019
LAZARO PAVING CORP	01/31/2020
LORUSSO CORPORATION	07/31/2019
M.C.E. DIRTWORKS INC	06/30/2019
MANAFORT BROTHERS INC	03/31/2020
MARIO SUSI & SON INC	04/30/2019



## City/Town/Awarding Authorities Prequalified Contractors

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Company	Expiration Date
MASSACHUSETTS BROKEN STONE COMPANY	03/31/2020
MATHIAS CORPORATION	01/31/2020
MITCHELL SAND & GRAVEL LLC	02/29/2020
NARRAGANSETT IMPROVEMENT COMPA	07/31/2019
NEWPORT CONSTRUCTION CORP	05/31/2019
NOCELLA LANDSCAPING & PAVING	03/31/2020
P A LANDERS INC	03/31/2020
P J ALBERT INC	09/30/2019
PALMER PAVING CORP	08/31/2019
PJ KEATING COMPANY	03/31/2020
REVOLI CONSTRUCTION CO., INC.	03/31/2020
RIFENBURG CONSTRUCTION INC	09/30/2019
RIFENBURG CONTRACTING CORPORATION	10/31/2019
ROCHESTER BITUMINOUS PRODUCTS	02/29/2020
SEALCOATING INC	01/31/2020
SUNSHINE PAVING CORPORATION	05/31/2019
T L EDWARDS INC	08/31/2019
T MIOZZI INC	10/31/2019
THE MIDDLESEX CORP	06/30/2019
VICTOR-BRANDON CORP	11/30/2019
WALSH CONTRACTING CORP	09/30/2019
WARNER BROS LLC	08/31/2019





**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

This Contract is made this twenty-eighth day of May, 2019, 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 P.J. Keating Company, a corporation organized under the laws of Massachusetts, with a principal office located at 998 Reservoir Road, Lunenburg, MA 01462 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2019, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019.

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:



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, 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. Price adjustments and retainage shall be calculated and paid according to the IFB.

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 fifteen (15) 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 fifteen (15) 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,



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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 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. 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



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town 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 will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.





**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

- i. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance 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



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract, and that it is familiar with all sites which are the subject of this Contract, and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that 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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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

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

16. No Smoking

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

17. Criminal Background Screening

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,



**Town of Natick, Massachusetts**  
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both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

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





**Town of Natick, Massachusetts**  
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non-performance or non-conformance of services, together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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

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

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

If to the Contractor:   President  
P.J. Keating Company  
998 Reservoir Road  
Lunenburg, MA 01462.

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



**Town of Natick, Massachusetts**  
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construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its 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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- 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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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- 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 the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]





**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

The Town of Natick, Massachusetts

P.J. Keating Company

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Michael J. Hickey, Jr., Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chair

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

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

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

\_\_\_\_\_  
Karen Adelman-Foster, Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richard P. Jennett, Jr., Member

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 Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

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

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

\_\_\_\_\_  
Signature

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

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

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

717304v1



**Town of Natick  
Natick, Massachusetts**

## **INVITATION FOR BIDS**

**FOR**

### **SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2019**

**Addendum 1 - April 29, 2019**

**BIDS DUE:**

**May 2, 2019, 11:00 A.M. LOCAL TIME**

**Late Bids Will Be Rejected**

**DELIVER COMPLETED BIDS TO:**

**Town of Natick  
c/o Bryan LeBlanc  
Procurement Director  
Department of Public Works  
75 West Street  
Natick, MA 01760  
Phone: 508-647-6438**







AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we P. J. KEATING COMPANY

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of MASSACHUSETTS

as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF NATICK

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS -2019

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

Signed and sealed this 2ND day of MAY, 2019.

*Douglas Dunn*  
(Witness)

*[Signature]*  
(Witness)

P. J. KEATING COMPANY

(Principal)

(Seal)

*[Signature]*  
(Title) Asst. Secretary

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

(Seal)

*[Signature]*  
ANN RIX (Title) Attorney-In-Fact



## SURETY ACKNOWLEDGMENT

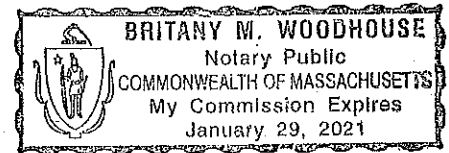
STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

} SS

On this 2nd day of May, 2019, before me personally came ANN RIX to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Britany M. Woodhouse  
Notary Public





Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberly Kulig; Shauna Lowe; Diana Payne; Ann Rix

all of the city of Lunenburg, state of 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, 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 bid bonds on behalf of P. J. Keating Company

and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had 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 Companies and the corporate seals of the Companies have been affixed thereto this 20th day of June, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 20th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American 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 a 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  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**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 of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 Companies this 2nd day of May, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



Town of Natick, Massachusetts  
IFB: ROADWAY IMPROVEMENTS - 2019

ADDENDUM NO. 1

*TO:* Prospective Bidders

*PROJECT:* IFB: Roadway Improvements - 2019

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

*DATE:* April 30, 2019

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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. Failure to acknowledge Addendum No. 1 in the bid form may result in rejection of your firm's bid.

This addendum consists of fifty-one (51) pages (including this one), plus the forty-two (42) page prevailing wage schedule (which has not changed), and plus the fourteen (14) page form of contract (which has not changed).

REVISIONS TO SOLICITATION

The revision includes Item 2B "Cold Planing" in the Invitation to Bid Form

PLEASE USE THE REVISED BID FORM AS FOLLOWS:

The revised Bid form notes Addendum 1 and the April 30<sup>th</sup> date on the cover. Bids submitted on any other bid form will be considered unresponsive.

No other addenda have been issued to date. All other terms of the bid remain unaltered.





**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 **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2019.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing blblanc@natickma.org between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday, April 10, 2019. Sealed Bids will be received until **11:00A.M., local time, May 2, 2019**, at the Department of Public Works, 75 West Street, 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.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$535.00 per ton. The base price for diesel fuel is \$2.426 per gallon and for gasoline is \$1.962 per gallon. (March 19, 2019). Award subject to appropriation and vote of the Natick Board of Selectmen.



## **Section 1. Instructions to Bidders and Bid Submission Requirements**

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2019.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday April 10, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 25, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019" shall be received by 11:00 A.M. local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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.

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 his/her/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 Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2019". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional



information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

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

## **Section 2. Pre-Bid Conference/Questions**

No formal Pre-Bid Conference will be held.

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

Bryan LeBlanc  
Procurement Officer  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 25, 2019. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: [bleblanc@natickma.org](mailto:bleblanc@natickma.org) or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

## **Section 3. Background & Specifications**

### **A. Locations of Road Improvements in the Work**

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

#### **Gibson Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019,Gibson Road" Sheet 1.

#### **Greenleaf Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Greenleaf Road." Sheets 2 & 3.

#### **Brookdale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Brookdale Road" Sheets 4 - 8.





**Hemlock Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Hemlock Drive" Sheets 9 - 13.

**Millbrook Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Millbrook Road" Sheets 14 & 15.

**Elwin Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Elwin Road" Sheets 16 - 18.

**Ivy Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ivy Lane" Sheet 19.

**Franconia Avenue**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Franconia Avenue." Sheet 20 - 23.

**Stratford Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Stratford Road." Sheet 24 - 26.

**Drury Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Drury Lane" Sheets 27 & 28.

**Russell Circle**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Russell Circle" Sheets 29 - 32.

**Cobblestone Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Cobblestone Drive" Sheet 33.

**Bluestone Path**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Bluestone Path" Sheet 34.

**Ferndale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ferndale Road" Sheet 35 & 36.



**Pryor Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Pryor Road"  
Sheet 37.

**Felch Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Felch Road"  
Sheets 38 - 42.

**Kinsman Place**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Kinsman Place"  
Sheets 43 - 44.

**B. Performance Standards Applicable to the Work**

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

**THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.****Item No. 1A through Item No. 1E**

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

**Item No. 2A**

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.



The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the REMOVAL of all excess pulverized materials.

**Item No. 2B**

The work under this item shall conform to the relevant provisions of Section 120.66 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary to cold plane areas designated by the Town Engineer, and as specified. Included in the unit bid price shall be all costs associated with the REMOVAL of all excess cold-planed materials.

**Item No. 3**

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

**Item No. 4A through Item No. 4C**

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

**Item No. 5**

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".



**Item No. 6A through Item No. 6C**

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 33538 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

**Item No. 7A through Item No. 7D**

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

**Item No. 8**

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

**Item No. 9A through No. 9C**

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.





**Item No. 10**

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

**Item No. 11**

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

**Item No. 12**

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor shall not reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

**Item No. 13 and 14**

The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified.

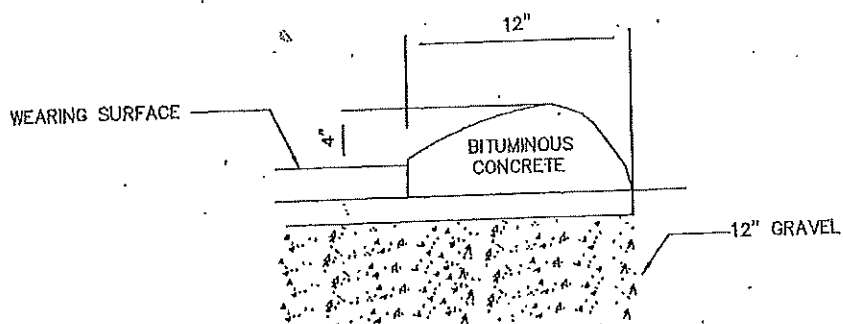
**Item 15**

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for



Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction





## MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

**TOWN OF NATICK, MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION

75 WEST STREET . NATICK, MA 01780

Detail Number:  
R-1.3

Detail Name:  
Bituminous Berm

Date Last Updated:  
02/01/2011



## Stone Seal (Treated) Specifications

### SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

### DETAILED REQUIREMENTS

#### Materials

#### a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

#### b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

#### c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation 9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5





Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

### Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

### Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

#### a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

#### b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.



c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the Town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones



Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

### **Loam and Seed Borders**

#### **SCOPE OF WORK**

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

#### **MATERIALS**

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:



	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

#### METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

#### METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

#### BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.





C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551  
William McDowell, Town Engineer

Natick Police Department 508-647-9550  
Natick Fire Department 508-647-9550

Eversource Gas  
Chris Howard  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6822

Eversource Electric  
Christine Cosby  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6989

Verizon  
385 Myles Standish Blvd.  
Taunton, MA 02780  
Karen Nunes, 508-828-6437

COMCAST  
330 Billerica Road  
Chelmsford, MA 01824  
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.



The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

**D. Protection of Utilities and Property**

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

**E. Provisions for Travel and Prosecution of the Work**

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

**F. Public Safety and Convenience**

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.



Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

**G. Protection and Restoration of Properties**

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

**H. Property Bounds**

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

**I. Traffic Control**

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.



Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

**J. Work Done by Others**

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

**K. Disposal of Surplus Excavated Materials**

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

**L. Safety and Health Regulations**

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for





each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

**M. Successful Bidder's 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.

**N. Environmental Conditions**

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.



**O. Traffic Police**

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

**P. Monthly Price Adjustments**

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 527.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.302 per gallon and for gasoline is \$1.79 per gallon.  
(per MassDOT 2/13/2019)

**MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES**

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

**Period Price**

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

**New Asphalt Period Price Method**

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following



their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

#### New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

#### MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/service-details/2019-massdot-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.



This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

#### **ITEMS COVERED FUEL FACTORS**

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1  
(Both Factors used)  
0.29 Gallons / CY for Diesel  
0.15 Gallons / CY for Gasoline

Surfacing Work:  
All Items containing Hot Mix Asphalt  
2.90 Gallons / Ton for Diesel  
Does Not Apply for Gasoline

#### **Q. Measurement and Payment**

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:





1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

**R. Contract Term**

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019, unless previously agreed to, in writing by the Town.

**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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/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 BEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

#### **Section 5. Bid Submission**

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2019" shall be received by 11:00A.M., local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.



Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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 M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

#### **Section 6. Selection Process and Award**

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

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the





Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

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

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

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

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

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

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

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

#### **Section 7. Compliance with Laws**

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its 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 any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

## **Section 11. Labor and Materials Payment Bond Requirements**

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver 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 that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

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

The use of alcoholic beverages, narcotics, 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, his/her/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 his/her/its confidentiality and privacy obligations owing to his/her/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  
(9 pages)**

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2019.

Printed Name of Bidder:

PT Heating Company

Address: 998 Reservoir Road

Luxemburg MA 01462

Bidder acknowledges receipt of Addenda ☒ One ☐ Two ☐ Three ☐ Four

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

Total Price in Words:

One million nine hundred ninety four thousand eight hundred five dollars and 211 cents

Total Price in Numbers:

\$ 1,994,805.00

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:





UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. <u>Seventy four</u> Dollars and <u>zero</u> Cents (\$ <u>74.00</u> )	2,840 Tons	\$ <u>210,160.00</u>
1B.	Bit. Conc. Leveling Course, per ton. <u>Eighty one</u> Dollars and <u>zero</u> Cents (\$ <u>81.00</u> )	860 Tons	\$ <u>69,660.00</u>
1C.	Bit. Conc. Top Course, per ton. <u>Eighty one</u> Dollars and <u>zero</u> Cents (\$ <u>81.00</u> )	5,315 Tons	\$ <u>430,515.00</u>
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. <u>One hundred thirty</u> Dollars and <u>zero</u> Cents (\$ <u>130.00</u> )	3,390 Tons	\$ <u>440,700.00</u>
1B.	Trench Patch with 2.5 Inches of Binder, <u>Eighty</u> Dollars and <u>zero</u> Cents (\$ <u>80.00</u> )	365 Tons	\$ <u>29,200.00</u>
2A.	Reclaim Base Course, per square yard <u>Four</u> Dollars and <u>zero</u> Cents (\$ <u>4.00</u> )	20,200 S.Y.	\$ <u>80,800.00</u>



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
2B.	Cold Plane Pavement, per square yard <u>Four</u> Dollars and <u>zero</u> Cents (\$ <u>4.00</u> )	3,670 S.Y.	\$ <u>14,680.00</u>
3.	Single Treated Stone Chip Seal, per square yard <u>Three</u> Dollars and <u>zero</u> Cents (\$ <u>3.00</u> )	4,800 S.Y.	\$ <u>14,400.00</u>
4A.	Granite Curbing Straight, Type VA4, per linear foot <u>Forty one</u> Dollars and <u>zero</u> Cents (\$ <u>41.00</u> )	660 L.F.	\$ <u>27,060.00</u>
4B.	Granite Curbing Curved, Type VA4, per linear foot <u>Fifty</u> Dollars and <u>zero</u> Cents (\$ <u>50.00</u> )	4,520 L.F.	\$ <u>226,000.00</u>
4C.	R & R Granite Curbing, per linear foot <u>Twenty</u> Dollars and <u>zero</u> Cents (\$ <u>20.00</u> )	200 L.F.*	\$ <u>4,000.00</u>
5.	Bit. Conc. Berm, per linear foot <u>Five</u> Dollars and <u>zero</u> Cents (\$ <u>5.00</u> )	2,000 L.F.*	\$ <u>10,000.00</u>
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard <u>Eighty five</u> Dollars and <u>zero</u> Cents (\$ <u>85.00</u> )	600 S.Y.	\$ <u>51,000.00</u>



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard <u>One hundred</u> Dollars and <u>zero</u> Cents (\$ <u>100.00</u> )	100 S.Y. *	\$ <u>10,000.00</u>
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each <u>One hundred twenty</u> Dollars and <u>zero</u> Cents (\$ <u>120.00</u> )	60 EA.	\$ <u>7,200.00</u>
7A.	Adjustment Sewer & Drain Castings, per each <u>Two hundred seventy</u> Dollars and <u>zero</u> Cents (\$ <u>270.00</u> )	206 EA.	\$ <u>55,620.00</u>
7B.	Adjustment Water Gate Box Castings, per each <u>One hundred ninety five</u> Dollars and <u>zero</u> Cents (\$ <u>195.00</u> )	90 EA.	\$ <u>17,550.00</u>
7C.	Rebuild Sewer & Drain Structures, per vertical foot <u>Two hundred</u> Dollars and <u>zero</u> Cents (\$ <u>200.00</u> )	90 V.F.	\$ <u>18,000.00</u>
7D.	Remodeled Sewer & Drain Structures, per each <u>One hundred fifty</u> Dollars and <u>zero</u> Cents (\$ <u>150.00</u> )	20 EA.	\$ <u>3,000.00</u>
8.	Processed Gravel for Sub-Base, per cubic yard <u>Ten</u> Dollars and <u>zero</u> Cents (\$ <u>10.00</u> )	2,400 C.Y.	\$ <u>24,000.00</u>



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A.	Earth Excavation, per cubic yard <u>Thirty</u> Dollars and <u>zero</u> Cents (\$ <u>30.00</u> )	1,186 C.Y.	\$ <u>35,580.00</u>
9B.	Class A Rock Excavation, per cubic yard <u>One thousand</u> Dollars and <u>zero</u> Cents (\$ <u>1,000.00</u> )	2 C.Y. *	\$ <u>2,000.00</u>
9C.	Trench Excavation, per cubic yard <u>Seventy five</u> Dollars and <u>zero</u> Cents (\$ <u>75.00</u> )	380 C.Y.*	\$ <u>28,500.00</u>
10.	Loam & Seed Borders, per square yard <u>Seven</u> Dollars and <u>fifty</u> Cents (\$ <u>7.50</u> )	9,500 S.Y.	\$ <u>71,250.00</u>
11.	Calcium Chloride -- Dust Control per pound <u>Zero</u> Dollars and <u>one</u> Cents (\$ <u>0.01</u> )	8,000 LBS	\$ <u>80.00</u>
12.	Natick Police Details, per man-hour <u>Fifty</u> Dollars and <u>Zero</u> Cents (\$50.00)	1,500 MH*	<u>\$75,000.00</u>
13.	Pavement Markings 12 inch (Paint) Per linear foot <u>One</u> Dollars and <u>fifty</u> Cents (\$ <u>1.50</u> )	1,500 L.F.	\$ <u>2,250.00</u>





14. Pavement Markings 4 inch (Paint) 400 L.F. \$ 1,600.00  
Per Linear Foot  
Four  
Dollars and zero  
Cents (\$ 4.00)
15. Traffic Controls for Construction L.S. \$ 35,000.00  
Lump Sum  
Thirty five thousand  
Dollars and zero  
Cents (\$ 35,000.00)

\* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.



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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/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 Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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



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

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

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation





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

998 Reservoir Rd  
Lunenburg MA 01462

Telephone Number 978 582 5200

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

998 Reservoir Rd  
Lunenburg MA 01462

Telephone Number 978 582 5200

Full Legal Name of Surety Company

Liberty Mutual Insurance Company

Principal Place of Business of Surety Company

175 Berkeley Street  
Boston MA 02116

Telephone Number 617 451 2009

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

175 Berkeley Street  
Boston MA 02116

Telephone Number 617 451 2009



**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.

P.J. Keating Company  
Name of Bidder

998 Reservoir Road  
Address of Bidder

Lunenburg, MA 01462

978-582-5200  
Telephone Number

By:   
(Signature)

Andy Brewer  
Printed Name

Assistant Secretary  
Printed Title

5/2/19  
Date



**Appendix 3**  
**CERTIFICATE OF TAX COMPLIANCE**

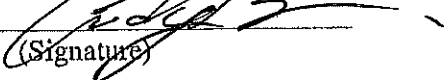
Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and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

P.J. Keating Company  
Name of Bidder

998 Reservoir Road  
Address of Bidder

Lunenburg, MA 01462

978-582-5200  
Telephone Number

By:   
(Signature)

Andy Brewer  
Printed Name

Assistant Secretary  
Printed Title

5/2/19  
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.

P.J. Keating Company  
Name of Bidder  
998 Reservoir Road  
Address of Bidder  
Lunenburg, MA 01462

978-582-5200  
Telephone Number

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

(Signature)

Andy Brewer  
Printed Name

Assistant Secretary

Printed Title

5/2/19

Date





Appendix 5  
**CERTIFICATE OF CORPORATE BIDDER**

I, Jonathan Olson, certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that Andy Brewer, who signed said Bid on behalf of the Bidder was then Assistant Secretary of said Corporation and was duly authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

P.J. Keating Company  
Name of Bidder

998 Reservoir Road  
Address of Bidder

Lunenburg, MA 01462

978-582-5200  
Telephone Number

By:   
(Signature)

Jonathan Olson  
Printed Name

President  
Printed Title

5/2/19  
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**

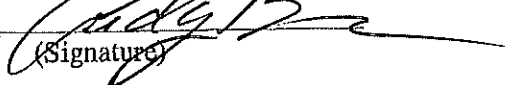
The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

P.J. Keating Company  
Name of Bidder

998 Reservoir Road  
Address of Bidder

Lunenburg, MA 01462

978-582-5200  
Telephone Number

By:   
(Signature)

Andy Brewer  
Printed Name

Assistant Secretary  
Printed Title

5/2/19  
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).

P.J. Keating Company

Name of Bidder

998 Reservoir Road

Address of Bidder

Lunenburg, MA 01462

978-582-5200

Telephone Number

By: 

(Signature)

Andy Brewer

Printed Name

Assistant Secretary

Printed Title

5/2/19

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.

P.J. Keating Company  
Name of Bidder

998 Reservoir Road  
Address of Bidder

Lunenburg, MA 01462

978-582-5200  
Telephone Number

By:   
(Signature)

Andy Brewer  
Printed Name

Assistant Secretary  
Printed Title

5/2/19  
Date







Asphalt and Crushed Stone  
998 Reservoir Road  
Lunenburg, Massachusetts 01462-0367  
Tel: (978) 582-5200 • Fax: (978) 582-7130

May 2, 2019

Town of Natick  
75 West Street  
Natick, MA 01760

RE: Bid for Services Related to The Furnishing of Roadway Improvements at Various Locations -2019

The P.J. Keating Company has supplied over 3,458,966 tons of crushed stone products and over 1,335,396 tons of asphalt products in 2018. The year of incorporation is 1925. We are prequalified by the MDOT Highway Department; please see the attached prequalification certificate.

The appointed project superintendent for the P.J. Keating Company should we be low bidder and awarded the contract for paving in the City of Natick will be Ed Peterson. He has 28 years of experience in the construction industry working with various municipalities and on federal projects.

Part A – The P.J. Keating Company has no current Roadway/Construction lawsuits pending.

Part E – C.O.I. attached showing all coverage for the P.J. Keating Company. If we are awarded low bidder, the P.J. Keating Company will provide a certificate showing the additional insured.

Part F – Please see attached reference sheet.

Part G – No contract terminations.

Part H – The P.J. Keating Company's permanent place of business is 998 Reservoir Road, Lunenburg, MA 01462.

Part I – Please see the attached equipment list. We operate 7 mainline asphalt paving crews and 3 full size milling/cold planing crews and 2 full size highway and commercial grade crews.

Part J – See attached

Part K – See attached


Part L - We have not failed to perform satisfactorily on contracts of a similar nature.

Part N - We can furnish labor that works in harmony with all other elements of labor employed to to be employed.

Part O – OSHA certification is available for all employees that would be working on this project.

Attached please find a letter of intent from Liberty Mutual that states we will be able to supply payment and performance bonds if we are the low bidder on this project.

Respectfully,  
P.J. Keating Company

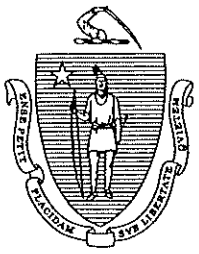


Andy Brewer  
Asst. Secretary



EQUAL OPPORTUNITY EMPLOYER





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

William Francis Galvin  
Secretary of the  
Commonwealth

January 29, 2019

To Whom It May Concern:

I hereby certify that the records of this office show that

**P. J. KEATING COMPANY**

a corporation organized under the laws of **Delaware** on **May 12, 1992** was qualified to do  
business in this Commonwealth on **May 27, 1992** under the provisions of the General Laws, and  
I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports  
required to date.

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







## P.J. KEATING COMPANY

Asphalt and Crushed Stone  
998 Reservoir Road  
Lunenburg, Massachusetts 01462-0367  
Tel: (978) 582-5200 • Fax: (978) 582-7130

During the 2018 construction season we have worked for the following municipalities as use for P.J. Keating Company's reference list:

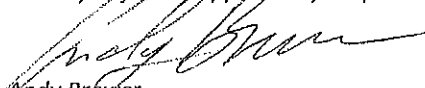
Abington, Town of	John Caine	Spring 2018 - Winter 2018	\$ 534,117.32	781-982-2115
Ashby, Town of	Steve Beauregard	Fall 2018 - Summer 2019	\$ 278,898.56	978-386-2424
Auburn, Town of	Bill Coyle	Fall 2018 - Summer 2019	\$ 380,892.76	508-832-7814
Bourne, Town of	George Sala	Summer 2018 - Spring 2019	\$ 326,826.66	508-759-0640
Bridgewater, Town of	Ron Ladue	Spring 2018 - Winter 2018	\$ 273,070.23	508-697-0931
E. Bridgewater, Town of	John Haines	Spring 2018 - Winter 2018	\$ 858,881.41	508-378-1620
W. Bridgewater, Town of	Shawn Anderson	Summer 2018 - Winter 2018	\$ 302,849.45	508-894-1216
Burlington, Town of	Steve Hildreth	Spring 2018 - Fall 2018	\$ 1,809,882.79	781-270-1643
Canton, Town of	William Walsh	Spring 2018 - Winter 2018	\$ 420,677.46	781-821-5023
Carver, Town of	John Woods	Fall 2018 - Summer 2019	\$ 273,320.34	339-832-3464
Clinton, Town of	Chris McGowen	Spring 2018 - Summer 2018	\$ 611,263.80	978-365-4110
Dartmouth, Town of	Paul Pacheco	Summer 2018 - Summer 2019	\$ 422,368.64	508-999-0744
Dighton, Town of	Tom Ferry	Fall 2018 - Winter 2018	\$ 348,634.26	774-218-5339
Easton, Town of	David Field	Spring 2018 - Winter 2018	\$ 366,681.06	508-230-0800
Fairhaven, Town of	John Charbonneau	Summer 2018 - Spring 2019	\$ 121,883.83	508-979-4030
Foxboro - Town of	Chris Gallagher	Spring 2018 - Winter 2018	\$ 370,074.38	508-543-1228
Franklin, Town of	John Bugbee	Spring 2018 - Fall 2018	\$ 560,082.50	508-553-4866
Gardner, City of	Dane Arnold	Spring 2018 - Summer 2018	\$ 310,864.09	978-632-7661
Grafton, Town of	Brian Szczurko	Spring 2018 - Spring 2019	\$ 1,233,666.77	508-839-5335
Hopkinton, Town of	John Westerling	Summer 2018 - Fall 2018	\$ 885,178.52	508-497-9740
Lowell, City of	Joseph Assenza	Spring 2018 - Winter 2018	\$ 765,976.16	978-674-4070
Lancaster, Town of	Kevin Bartlett	Fall 2018 - Summer 2019	\$ 148,150.90	978-375-7629
Lunenburg, Town of	Jack Rodriquez	Summer 2018 - Summer 2019	\$ 598,503.13	978-582-4160
Mansfield, Town of	Mark Cook	Spring 2018 - Winter 2018	\$ 833,981.48	508-261-7335
Norfolk, Town of	Robert McGhee	Spring 2018 - Winter 2018	\$ 461,198.09	508-528-4990
Royalston, Town of	Keith Newton	Summer 2018 - Summer 2019	\$ 334,014.69	978-249-4223
Sandwich, Town of	Paul Tilton	Fall 2018 - Spring 2019	\$ 83,455.42	508-833-8002
Sharon, Town of	Eric Hooper	Spring 2018 - Winter 2018	\$ 1,012,230.45	781-784-1525
Somerset, Town of	Brian Martin	Summer 2018 - Summer 2019	\$ 942,765.16	508-646-2835
Spencer, Town of	Eben Butler	Summer 2018 - Fall 2018	\$ 727,625.38	508-847-3515
Wareham, Town of	Dave Menard	Spring 2018 - Summer 2018	\$ 752,323.93	508-291-3100
Wellesley, City of	Elizabeth Gildae	Summer 2018 - Winter 2018	\$ 863,715.59	781-235-7600
Worcester, City of	Christopher Gaglianastro	Summer 2018 - Fall 2018	\$ 2,541,808.66	978-674-4070

\*amounts listed are for work completed in 2018 season  
not actual contracted values

The P.J. Keating Company has supplied over 3,458,966 tons of crushed stone products and over 1,335,396 tons of asphalt products in 2018. We are prequalified by the MDOT Highway Department for \$500,000,000 in bondable work.

We operate 7 mainline asphalt paving crews and 3 full size milling/cold planing crews and 2 full size highway and commercial grade crews. Additionally, we have numerous pieces of large and small support equipment.

Thank you for the opportunity to quote on your project.

  
Andy Brewer  
VP of Construction/Assistant Secretary

  
An Oldcastle Company





**CORPORATE VOTE**

I, Jonathan Olson hereby certify that I am the duly elected President of P. J. Keating Company.

I hereby certify the following is a true copy of a vote taken at a special meeting of the board of Directors of the corporation, duly called, and held on April 12, 2019 at which a quorum of the board was present and voting.

**VOTED:**

**JONATHAN OLSON** President, **JOHN J. KEATING** Vice President/Assistant Secretary, **ROBERT W. BOBENHAUSEN** Chief Financial Officer/Secretary, **JAY REBELLO** Treasurer, **MICHAEL G. O'DRISCOLL** Assistant Secretary, **GARY P. HICKMAN** Assistant Secretary, **ERIC LUNDBERG** Assistant Secretary, **ANDY BREWER** Assistant Secretary, **PATRICIA ANN LENCKI** Assistant Secretary, **WILLIAM B. MILLER** Assistant Secretary, **DAVID M. TOOLAN** Assistant Secretary, **DAVID C. LEWIS** Assistant Secretary, **WILLIAM P. JONES** Assistant Secretary, **MICHAEL F. DEATON** Assistant Secretary of said corporation, are hereby duly authorized and empowered to execute all documents necessary for submittals and further authorizing said representatives to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.

5.2.19  
Date

[Signature]  
Jonathan Olson  
President

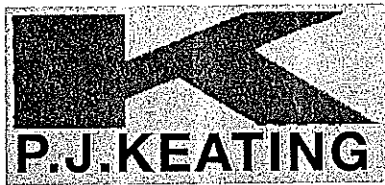
P. J. Keating  
998 Reservoir Road  
Lunenburg, MA 01462

T +1 (978) 582 5200  
F +1 (978) 582 7027

[www.pjkeating.com](http://www.pjkeating.com)







# P.J. KEATING COMPANY

Asphalt and Crushed Stone

998 Reservoir Road

Lunenburg, Massachusetts 01462-0367

Tel: (978) 582-5200 • Fax: (978) 582-7130

<u>Make, Model &amp; Year</u>	<u>Serial Number / Vin</u>	<u>Used for what</u> <u>Prequalification Category</u>	<u>Owned</u>	<u>Leased</u> <u>/ Rent</u>
39 Long Haul Trailer	EM0000023891010	Highway Construction	X	
39 Long Haul Trailer	EM0000024891010	Highway Construction	X	
38 Deande Trailer	UT8	Highway Construction	X	
38 Long Haul Trailer	LH1001885X10462	Highway Construction	X	
38 Long Haul Trailer	LH1001885X10463	Highway Construction	X	
35 Premier Constr. Trailer	5B5HD12275H000972	Highway Construction	X	
34 Premier Constr. Trailer	5B5HD12274H001019	Highway Construction	X	
37 Rogers Tilt 20 Ton	1RBK32201VAR22913	Highway Construction	X	
37 Rogers Tilt 20 Ton	1RBK32203VAR22914	Highway Construction	X	
37 Rogers Tilt 20 Ton	1RBK32205VAR22915	Highway Construction	X	
37 Rogers Tilt 20 Ton	1RBK32207VAR22916	Highway Construction	X	
34 Magnum Products LLC Wtr Tr	5AJWS16163B000152	Highway Construction	X	
35 Wylie Water Trailer	1W9TE20205P342917	Highway Construction	X	
2016 Wylie 1000 Gallon Water Trailer	5VUTV1724GP000014	Highway Construction	X	
35 Peque Utility Trailer	4JASL182X5G111400	Highway Construction	X	
35 Peque Utility Trailer	4JASL18226G111974	Highway Construction	X	
36 Peque Utility Trailer	4JASL18236G112244	Highway Construction	X	
90 Leeboy Tack Wagon	L150T50	Pavement - Surfacing	X	
98 Freightliner FL70 Distributor Truck	1FV6HLAA1WH987489	Pavement - Surfacing	X	
14 International 7300 Distributor Truck	1HTZZAAN5EH781932	Pavement - Surfacing	X	
15 International 7300 Distributor Truck	1HTZZAAN7FH735259	Pavement - Surfacing	X	
2018 Kenworth T370 Tack Truck	2NKHJJ7X5JM188957	Pavement - Surfacing	X	
33 Leeboy 250T Tack Distrib	1B9DS091D309121 / 250T-2121	Pavement - Surfacing	X	
38 Cimline Matrix 1500 Sealer	1C95M11178M119010	Pavement - Surfacing	X	
98 Leeboy Tack Wagon	1187	Pavement - Surfacing	X	
98 Leeboy Tack Wagon	1200	Pavement - Surfacing	X	
01 Leeboy L250	2035	Pavement - Surfacing	X	
01 Leeboy 250	1B9DS09171D309053	Pavement - Surfacing	X	
06 Cat 140H Grader	CAT0140HCCCA02382	Highway Construction	X	
04 Caterpillar 140G Grader	0140HCCCA00678	Highway Construction	X	



An Oldcastle Company

EQUAL OPPORTUNITY EMPLOYER



<u>Make, Model &amp; Year</u>	<u>Serial Number / Vin</u>	<u>Used for what</u>	<u>Owned</u>	<u>Leased</u> <u>/ Rent</u>
		<u>Pregualification Category</u>		
09 Wirtgen 2100 Milling Machine	9210325	Pavement - Milling & Cold Planing	X	
15 Wirtgen 2200 Milling Machine	5220107	Pavement - Milling & Cold Planing	X	
2015 Wirtgen Milling Machine W220	5220108	Pavement - Milling & Cold Planing		X
2011 Wirtgen W100F 4' Milling Machine	08101196	Pavement - Milling & Cold Planing	X	
05 RX10 Roadtec Trimmer	RX10-137	Pavement - Milling & Cold Planing	X	
02 RX10 Roadtec Trimmer	10128	Pavement - Milling & Cold Planing	X	
06 Rosco Broom Sweeper	33739	Pavement - Milling & Cold Planing	X	
03 Rosco RB48 Broom	38342	Pavement - Milling & Cold Planing	X	
08 Rosco RB48 Broom	50182	Pavement - Milling & Cold Planing	X	
08 FREIGHTLINER BROOM BEAR	1FVACXBS48HZ85312	Pavement - Milling & Cold Planing	X	
2016 Rosco RB-48A Broom	141893	Pavement - Milling & Cold Planing	X	
07 Elgin Broom Bear Sweeper	1FVACXDC97HY37029	Pavement - Milling & Cold Planing	x	
03 BG 730 Road Widener	161	Highway Construction	X	
2013 Roadtec SX6E RECLAIMER	SX6E-102		X	
04 Roadtec SB2500C Shuttle Buggy	746	Pavement - Surfacing	X	
09 Roadtec SB2500D Shuttle	1044	Pavement - Surfacing	x	
2016 CAT AP 555F	AP500107	Pavement - Surfacing		X
2016 CAT AP1055F	TJ500337	Pavement - Surfacing		X
2017 Caterpillar AP555F	AP500188	Pavement - Surfacing		X
2017 Voegel Super 2000-3i	1174.0116	Pavement - Surfacing		X
2018 Voegel Super 2000-3i	1174.0145	Pavement - Surfacing		X
2018 Voegel Super 2000-3i	1174.0147	Pavement - Surfacing		X
02 Hypac 3/5TN Static Roller	109B15803710 MODEL 330B	Pavement - Surfacing	X	
02 Hypac 3/5TN Static Roller	109B15803709 MODEL C330B	Pavement - Surfacing	X	
02 Hypac 3/5TN Static Roller	109B15803742	Pavement - Surfacing	X	
06 Hypac C340C Static Roller	901C14603441	Pavement - Surfacing	X	
05 Hypac Roller 10-14	C089C6353S	Pavement - Surfacing	X	
05 Hypac Roller 10-14	D089C6349S	Pavement - Surfacing	X	
05 Hypac C350D Static Roller	901D08906648	Pavement - Surfacing	X	
05 Hypac C350D Static Roller	901D08906649	Pavement - Surfacing	X	
06 HYPAC C350D Static Roller	06662	Pavement - Surfacing	X	
06 Hypac C350D Static Roller	06663	Pavement - Surfacing	X	
08 Cat 84" Drum Soil Compact	4KN01162	Highway Construction	X	
08 Cat Vib Gravel Roller	4KN01247	Highway Construction	X	
05 Cat CS533EFR Vib Compactor	CS533LASL00600	Pavement - Surfacing	X	
2016 CAT CB66B COMPACTOR	B6600142	Pavement - Surfacing		X



<u>Make, Model &amp; Year</u>	<u>Serial Number / Vin</u>	<u>Used for what</u> <u>Pregualification Category</u>	<u>Owned</u>	<u>Leased</u> <u>/ Rent</u>
2016 DD110 Volvo Roller	285173	Pavement - Surfacing		X
2016 VOLVO 110B HFA VIB ROLLER	285174	Pavement - Surfacing		X
2016 Volvo DD110B HFA Vib Roller	285175	Pavement - Surfacing		X
2016 Volvo DD110B HFA Vib Roller	285176	Pavement - Surfacing		X
2016 Volvo DD110 HFA Vib Roller	285187	Pavement - Surfacing		X
2016 Volvo DD110 HFA Asphalt Compac	285188	Pavement - Surfacing		X
2016 Volvo DD140	278050	Pavement - Surfacing		X
2018 Volvo DD110C Roller	286036	Pavement - Surfacing		X
2018 Volvo DD110C Roller	286038	Pavement - Surfacing		X
2018 Volvo DD110C Roller	286039	Pavement - Surfacing		X
2016 HAMM HD10 VV	H2300638	Pavement - Surfacing		X
2016 HAMM HD 10VV	H2300536	Pavement - Surfacing		X
2016 HAMM HD10CVV ROLLER	H1993805	Pavement - Surfacing		X
2016 HAMM HD 80iVOS	H1860258	Pavement - Surfacing		X
2016 HAMM HD 80iVOS	H1860241	Pavement - Surfacing		X
2016 HAMM HD 80iVOS	H1860257	Pavement - Surfacing		X
2018 HAMM HD110i vvhf	H242.0254	Pavement - Surfacing		X
2018 HAMM HD110i vvhf	H242.0199	Pavement - Surfacing		X
2016 HAMM HD 120iVO	H2070265	Pavement - Surfacing		X
2016 HAMM HD 120iVO	H2070245	Pavement - Surfacing		X
33 Ingersol Rand Comp 185	237040UGD328	Highway Construction	X	
32 Ingersol P185WJD Port Com	327152UAM221	Highway Construction	X	
32 Ingersol P185WJD Port Com	327153UAM221	Highway Construction	X	
36 Ingersol Rand P185	WJD369967UDOB34	Highway Construction	X	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East  
2000 Westwood Dr.  
Wausau, WI 54401

CONTACT NAME: Valerie Reece  
PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):  
E-MAIL: CMeCertProduction@libertymutual.com  
ADDRESS:

www.LibertyMutual.com

INSURED  
PJ Keating Co (021-LUN)  
998 Reservoir Road  
Lunenburg MA 01462

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Insurance Company	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 48399582

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 SUBR INSD 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"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	TB2-C81-004095-118  XCU Coverage Included	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	AS2-C81-004095-128  AS2-C81-054502-528 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2018 9/1/2018	9/1/2019 9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	TL2-681-054523-928	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Products/Completed Ops \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WA7-C8D-004095-028 All except OH, ND, WA, WY  WC7-C81-004095-018 WI, MN	9/1/2018 9/1/2018	9/1/2019 9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Project: Furnishing of Roadway Improvements at Various Locations - 2019.  
Town of Natick is listed as additional insured with regards to the general liability, automobile liability, and excess liability policies, where required by written contract.  
30-day Notice of Cancellation.

## CERTIFICATE HOLDER

Town of Natick  
75 West St  
Natick MA 01760

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Valerie Reece







**Lindsey Plattner**

Marsh USA Inc.  
15 West South Temple, Suite 700  
Salt Lake City, UT 84101  
801 533-3625 Fax 801 533 3610  
Lindsey.Plattner@marsh.com  
www.marsh.com

APRIL 29, 2019

TOWN OF NATICK  
DEPARTMENT OF PUBLIC WORKS  
75 WEST STREET  
NATICK, MA 01760

Subject: P.J. KEATING COMPANY – PREQUALIFICATION  
FOR FURNISHING ROADWAY IMPROVEMENTS ARE VARIOUS  
LOCATIONS 2019

TO WHOM IT MAY CONCERN:

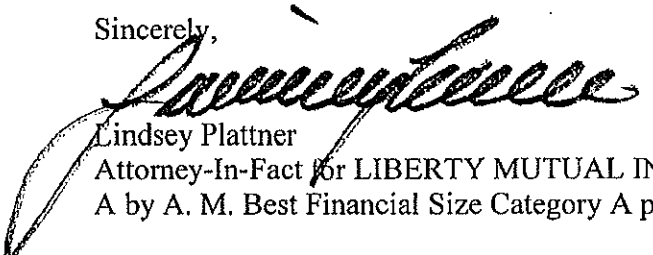
LIBERTY MUTUAL INSURANCE COMPANY, a corporation under the laws of the State of Massachusetts, with an office and place of business 175 Berkeley St., Boston, MA 02117, represents P.J. KEATING COMPANY for surety bonding needs.

Marsh USA Inc. has worked with P.J. KEATING COMPANY for 20 years. At the present time, P.J. KEATING COMPANY is in a position to consider single projects up to \$50,000,000 within an aggregate limit of \$500,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of P.J. KEATING COMPANY. At the request of P.J. KEATING COMPANY, LIBERTY MUTUAL INSURANCE COMPANY will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between P.J. KEATING COMPANY and LIBERTY MUTUAL INSURANCE COMPANY, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to P.J. KEATING COMPANY, third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

  
Lindsey Plattner  
Attorney-In-Fact for LIBERTY MUTUAL INSURANCE COMPANY  
A by A. M. Best Financial Size Category A pXV







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.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8197868

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

all of the city of Salt Lake City state of UT 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 Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of October, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 31st day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American 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 a 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-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**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 of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 Companies this 29th day of April, 2019.



By:

Renee C. Llewellyn, Assistant Secretary





Bryan Leblanc &lt;bleblanc@natickma.org&gt;

---

**ADDENDUM 1 - IFB: ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS IN NATICK/PLEASE ACKNOWLEDGE RECEIPT!!!**

1 message

---

**Bryan Leblanc** <bleblanc@natickma.org>

Tue, Apr 30, 2019 at 9:14 AM

To: Prime Vendor <primevendor124@gmail.com>, Debra Marino <dmarino2014@msn.com>, Samantha Hayes <samantha@massbroken.com>, Justin Felisco <justin.felisco@constructconnect.com>, bshalek@iwharding.com, Bridget Regan <bridget.regan@indusinc.com>, Jill Cunningham <jillc@revoliconst.com>, Shelley O'Rourke <SORourke@lorussocorp.com>, Mark Welch <Mark.Welch@aggregate-us.com>, Karen Cotoni <Karen@alliedpavingcorp.com>, Barbara Seikel <barbara@lazaropaving.com>, "Rix Ann (PJ Keating)" <arix@pjkeating.com>, Maria Alicata <malicata@jhlynch.com>, Rick Amirault <ricka@drpaving.com>, addenda <addenda@projectdog.com>, Elin Carbonneau <ecarbonneau@deccorp.com>, Todd Nedzweckas <todd@garrityasphalt.com>, Rodolph Maca <Rodolph.Maca@construction.com>, steve johnson <stevemurraypave@gmail.com>

Cc: "Bill Chenard," <chenard@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, William McDowell <wmcdowell@natickma.org>, John Digiacomo <jdigiacomo@natickma.org>, Bryan Leblanc <bleblanc@natickma.org>

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.** FAILURE TO ACKNOWLEDGE ADDENDA IN YOUR BID FORM MAY CAUSE DISQUALIFICATION OF YOUR BID!

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

**Final Addendum 1 043019.pdf**

3386K



**Town of Natick, Massachusetts**

**IFB: ROADWAY IMPROVEMENTS - 2019**

**ADDENDUM NO. 1**

*TO:* Prospective Bidders

*PROJECT:* IFB: Roadway Improvements - 2019

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

*DATE:* April 30, 2019

---

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. Failure to acknowledge Addendum No. 1 in the bid form may result in rejection of your firm's bid.

This addendum consists of fifty-one (51) pages (including this one), plus the forty-two (42) page prevailing wage schedule (which has not changed), and plus the fourteen (14) page form of contract (which has not changed).

**REVISIONS TO SOLICITATION**

The revision includes Item 2B "Cold Planing" in the Invitation to Bid Form

**PLEASE USE THE REVISED BID FORM AS FOLLOWS:**

The revised Bid form notes Addendum 1 and the April 30<sup>th</sup> date on the cover. Bids submitted on any other bid form will be considered unresponsive.

No other addenda have been issued to date. All other terms of the bid remain unaltered.



**Town of Natick  
Natick, Massachusetts**

## **INVITATION FOR BIDS**

**FOR**

### **SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2019**

**Addendum 1 - April 29, 2019**

**BIDS DUE:**

**May 2, 2019, 11:00 A.M. LOCAL TIME**

Late Bids Will Be Rejected

**DELIVER COMPLETED BIDS TO:**

Town of Natick  
c/o Bryan LeBlanc  
Procurement Director  
Department of Public Works  
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 **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2019.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing [blblanc@natickma.org](mailto:blblanc@natickma.org) between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday, April 10, 2019. Sealed Bids will be received until **11:00A.M., local time, May 2, 2019**, at the Department of Public Works, 75 West Street, 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.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$535.00 per ton. The base price for diesel fuel is \$2.426 per gallon and for gasoline is \$1.962 per gallon. (March 19, 2019). Award subject to appropriation and vote of the Natick Board of Selectmen.

## **Section 1. Instructions to Bidders and Bid Submission Requirements**

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter “the Town of Natick” or “the Town”), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2019.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday April 10, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 25, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019” shall be received by 11:00 A.M. local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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.

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 his/her/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 Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2019". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

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

## **Section 2. Pre-Bid Conference/Questions**

No formal Pre-Bid Conference will be held.

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

Bryan LeBlanc  
Procurement Officer  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 25, 2019. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: [bleblanc@natickma.org](mailto:bleblanc@natickma.org) or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

## **Section 3. Background & Specifications**

### **A. Locations of Road Improvements in the Work**

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

#### **Gibson Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019,Gibson Road" Sheet 1.

#### **Greenleaf Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Greenleaf Road." Sheets 2 & 3.

#### **Brookdale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Brookdale Road" Sheets 4 - 8.

**Hemlock Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Hemlock Drive" Sheets 9 - 13.

**Millbrook Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Millbrook Road" Sheets 14 & 15.

**Elwin Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Elwin Road" Sheets 16 - 18.

**Ivy Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ivy Lane" Sheet 19.

**Franconia Avenue**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Franconia Avenue." Sheet 20 - 23.

**Stratford Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Stratford Road." Sheet 24 - 26.

**Drury Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Drury Lane" Sheets 27 & 28.

**Russell Circle**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Russell Circle" Sheets 29 - 32.

**Cobblestone Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Cobblestone Drive" Sheet 33.

**Bluestone Path**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Bluestone Path" Sheet 34.

**Ferndale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ferndale Road" Sheet 35 & 36.

**Pryor Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Pryor Road"  
Sheet 37.

**Felch Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Felch Road"  
Sheets 38 - 42.

**Kinsman Place**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Kinsman Place"  
Sheets 43 - 44.

**B. Performance Standards Applicable to the Work**

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

**THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.****Item No. 1A through Item No. 1E**

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

**Item No. 2A**

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the REMOVAL of all excess pulverized materials.

**Item No. 2B**

The work under this item shall conform to the relevant provisions of Section 120.66 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary to cold plane areas designated by the Town Engineer, and as specified. Included in the unit bid price shall be all costs associated with the REMOVAL of all excess cold-planed materials.

**Item No. 3**

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

**Item No. 4A through Item No. 4C**

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

**Item No. 5**

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".



**Item No. 6A through Item No. 6C**

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 33538 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

**Item No. 7A through Item No. 7D**

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

**Item No. 8**

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

**Item No. 9A through No. 9C**

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

**Item No. 10**

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

**Item No. 11**

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

**Item No. 12**

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

**Item No. 13 and 14**

The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

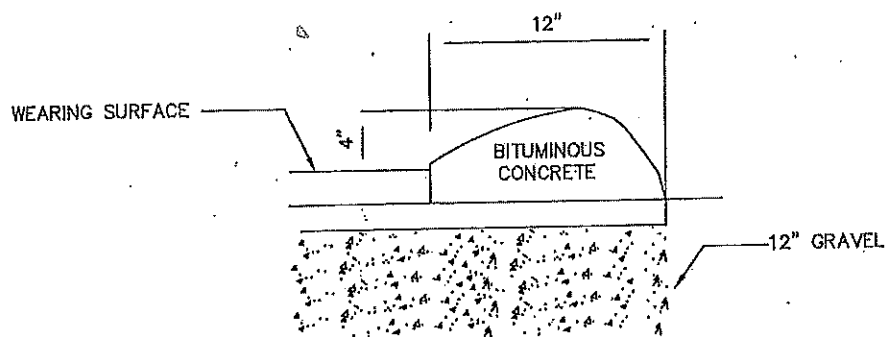
All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified.

**Item 15**

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for

Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction



## MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION

75 WEST STREET . NATICK, MA 01760

Detail Number:  
R-1.3

Detail Name:  
Bituminous Berm

Date Last Updated:  
02/01/2011

## Stone Seal (Treated) Specifications

### SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

### DETAILED REQUIREMENTS

#### Materials

#### a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

#### b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

#### c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

#### Required Stone Gradation

9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

### Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

### Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

#### a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

#### b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the Town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

## **Loam and Seed Borders**

### **SCOPE OF WORK**

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

### **MATERIALS**

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:



	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

#### **METHOD OF CONSTRUCTION**

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

#### **METHOD OF MEASUREMENT**

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

#### **BASIS OF PAYMENT**

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

**C. Notice to Owners of Utilities**

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551  
William McDowell, Town Engineer

Natick Police Department 508-647-9550  
Natick Fire Department 508-647-9550

Eversource Gas  
Chris Howard  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6822

Eversource Electric  
Christine Cosby  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6989

Verizon  
385 Myles Standish Blvd.  
Taunton, MA 02780  
Karen Nunes, 508-828-6437

COMCAST  
330 Billerica Road  
Chelmsford, MA 01824  
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

**D. Protection of Utilities and Property**

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

**E. Provisions for Travel and Prosecution of the Work**

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

**F. Public Safety and Convenience**

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

#### **G. Protection and Restoration of Properties**

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

#### **H. Property Bounds**

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

#### **I. Traffic Control**

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

**J.     Work Done by Others**

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

**K.     Disposal of Surplus Excavated Materials**

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

**L.     Safety and Health Regulations**

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

**M. Successful Bidder's 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.

**N. Environmental Conditions**

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

**O. Traffic Police**

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

**P. Monthly Price Adjustments**

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 527.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.302 per gallon and for gasoline is \$1.79 per gallon.  
(per MassDOT 2/13/2019)

**MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES**

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

**Period Price**

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

**New Asphalt Period Price Method**

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following

their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

#### New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

#### MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/service-details/2019-massdot-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.



This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

#### **ITEMS COVERED FUEL FACTORS**

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1  
(Both Factors used)

0.29 Gallons / CY for Diesel  
0.15 Gallons / CY for Gasoline

Surfacing Work:  
All Items containing Hot Mix Asphalt  
2.90 Gallons / Ton for Diesel  
Does Not Apply for Gasoline

#### **Q. Measurement and Payment**

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

**R. Contract Term**

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019, unless previously agreed to, in writing by the Town.

**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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

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

## **Section 5. Bid Submission**

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2019" shall be received by 11:00A.M., local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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 M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

### **Section 6. Selection Process and Award**

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

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

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

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

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

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

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

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

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

#### **Section 7. Compliance with Laws**

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its 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 any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

## **Section 11. Labor and Materials Payment Bond Requirements**

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver 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 that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

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

The use of alcoholic beverages, narcotics, 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, his/her/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 his/her/its confidentiality and privacy obligations owing to his/her/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**  
*(9 pages)*

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2019.

Printed Name of Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Bidder acknowledges receipt of Addenda \_\_\_\_\_ One \_\_\_\_\_ Two \_\_\_\_\_ Three \_\_\_\_\_ Four

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

Total Price in Words:

Total Price in Numbers:

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton.  _____ Dollars and _____ Cents (\$_____)	2,840 Tons	\$_____
1B.	Bit. Conc. Leveling Course, per ton.  _____ Dollars and _____ Cents (\$_____)	860 Tons	\$_____
1C.	Bit. Conc. Top Course, per ton.  _____ Dollars and _____ Cents (\$_____)	5,315 Tons	\$_____
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton.  _____ Dollars and _____ Cents (\$_____)	3,390 Tons	\$_____
1E.	Trench Patch with 2.5 Inches of Binder,  _____ Dollars and _____ Cents (\$_____)	365 Tons	\$_____
2A.	Reclaim Base Course, per square yard  _____ Dollars and _____ Cents (\$_____)	20,200 S.Y.	\$_____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
2B.	Cold Plane Pavement, per square yard  Dollars and _____ Cents (\$ _____)	3,670 S.Y.	\$ _____
3.	Single Treated Stone Chip Seal, per square yard  Dollars and _____ Cents (\$ _____)	4,800 S.Y.	\$ _____
4A.	Granite Curbing Straight, Type VA4, per linear foot  Dollars and _____ Cents (\$ _____)	660 L.F.	\$ _____
4B.	Granite Curbing Curved, Type VA4, per linear foot  Dollars and _____ Cents (\$ _____)	4,520 L.F.	\$ _____
4C.	R & R Granite Curbing, per linear foot  Dollars and _____ Cents (\$ _____)	200 L.F.*	\$ _____
5.	Bit. Conc. Berm, per linear foot  Dollars and _____ Cents (\$ _____)	2,000 L.F.*	\$ _____
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard  Dollars and _____ Cents (\$ _____)	600 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard  _____ Dollars and _____ Cents (\$ _____)	100 S.Y. *	\$ _____
6C.	Cast in Place, 2' x 4' Tactile Warning Panels, per each  _____ Dollars and _____ Cents (\$ _____)	60 EA.	\$ _____
7A.	Adjustment Sewer & Drain Castings, per each  _____ Dollars and _____ Cents (\$ _____)	206 EA.	\$ _____
7B.	Adjustment Water Gate Box Castings, per each  _____ Dollars and _____ Cents (\$ _____)	90 EA.	\$ _____
7C.	Rebuild Sewer & Drain Structures, per vertical foot  _____ Dollars and _____ Cents (\$ _____)	90 V.F.	\$ _____
7D.	Remodeled Sewer & Drain Structures, per each  _____ Dollars and _____ Cents (\$ _____)	20 EA.	\$ _____
8.	Processed Gravel for Sub-Base, per cubic yard  _____ Dollars and _____ Cents (\$ _____)	2,400 C.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A.	Earth Excavation, per cubic yard  _____ Dollars and _____ Cents (\$ _____)	1,186 C.Y.	\$ _____
9B.	Class A Rock Excavation, per cubic yard  _____ Dollars and _____ Cents (\$ _____)	2 C.Y. *	\$ _____
9C.	Trench Excavation, per cubic yard  _____ Dollars and _____ Cents (\$ _____)	380 C.Y.*	\$ _____
10.	Loam & Seed Borders, per square yard  _____ Dollars and _____ Cents (\$ _____)	9,500 S.Y.	\$ _____
11.	Calcium Chloride – Dust Control per pound  _____ Dollars and _____ Cents (\$ _____)	8,000 LBS	\$ _____
12.	Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	1,500 MH*	<u>\$75,000.00</u>
13.	Pavement Markings 12 inch (Paint) Per linear foot  _____ Dollars and _____ Cents (\$ _____)	1,500 L.F.	\$ _____

14. Pavement Markings 4 inch (Paint) 400 L.F. \$ \_\_\_\_\_  
Per Linear Foot

\_\_\_\_\_  
Dollars and \_\_\_\_\_  
Cents (\$ \_\_\_\_\_)

15. Traffic Controls for Construction L.S. \$ \_\_\_\_\_  
Lump Sum

\_\_\_\_\_  
Dollars and \_\_\_\_\_  
Cents (\$ \_\_\_\_\_)

\* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/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 Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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



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

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

Authorized Signature

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

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

\_\_\_\_\_  
Date

If a Corporation:  
Full Legal Name

\_\_\_\_\_  
Officers of Corporation and Addresses

\_\_\_\_\_  
State of Incorporation \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

\_\_\_\_\_

Principal Place of Business of Surety Company

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

**Appendix 2**  
**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**Appendix 3**  
**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**Appendix 4**  
**CONFLICT OF INTEREST CERTIFICATION**

The Bidder hereby certifies that:

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**Appendix 5**  
**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_, certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said Corporation and was duly authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.

(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

KARYNE 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

WILLIAM D MCKINNEY  
Director

Awarding Authority: Town of Natick, Massachusetts  
Contract Number: City/Town: NATICK  
Description of Work: Invitation for Bids Roadway Improvements at Various Locations in Natick - 2019  
Job Location: Various Locations, Natick, MA 01760

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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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2018	\$35.40	\$12.50	\$8.50	\$0.00	\$56.40
	06/01/2019	\$36.40	\$12.50	\$8.50	\$0.00	\$57.40
	12/01/2019	\$37.40	\$12.50	\$8.50	\$0.00	\$58.40
	06/01/2020	\$38.40	\$12.50	\$8.50	\$0.00	\$59.40
	12/01/2020	\$39.40	\$12.50	\$8.50	\$0.00	\$60.40
ASPHALT RAKER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
BRICKLAYERS LOCAL 3 (LOWELL)	08/01/2019	\$52.76	\$10.75	\$20.20	\$0.00	\$83.71
	02/01/2020	\$53.36	\$10.75	\$20.20	\$0.00	\$84.31
	08/01/2020	\$54.71	\$10.75	\$20.35	\$0.00	\$85.81
	02/01/2021	\$55.31	\$10.75	\$20.35	\$0.00	\$86.41
	08/01/2021	\$56.71	\$10.75	\$20.51	\$0.00	\$87.97
	02/01/2022	\$57.29	\$10.75	\$20.51	\$0.00	\$88.55

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.38	\$10.75	\$20.20	\$0.00	\$57.33
2	60	\$31.66	\$10.75	\$20.20	\$0.00	\$62.61
3	70	\$36.93	\$10.75	\$20.20	\$0.00	\$67.88
4	80	\$42.21	\$10.75	\$20.20	\$0.00	\$73.16
5	90	\$47.48	\$10.75	\$20.20	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75
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#### Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

#### Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$30.69/ 3&4 \$36.59/ 5&6 \$53.59/ 7&8 \$59.55

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work



**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - CARPENTER (Wood Frame) - Zone 2**

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$19.45/ 3&4 \$26.96/ 5&6 \$34.19/ 7&8 \$36.95

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2019	\$43.68	\$12.50	\$22.41	\$0.30	\$78.89
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2019	\$44.56	\$12.50	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.80	\$12.50	\$22.41	\$0.30	\$81.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CEMENT MASONRY/PLASTERING - Lowell**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.50	\$15.41	\$0.00	\$49.75
2	60	\$26.21	\$12.50	\$17.41	\$0.30	\$56.42
3	65	\$28.39	\$12.50	\$18.41	\$0.30	\$59.60
4	70	\$30.58	\$12.50	\$19.41	\$0.30	\$62.79
5	75	\$32.76	\$12.50	\$20.41	\$0.30	\$65.97
6	80	\$34.94	\$12.50	\$21.41	\$0.30	\$69.15
7	90	\$39.31	\$12.50	\$22.41	\$0.30	\$74.52

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$12.50	\$15.41	\$0.00	\$50.19
2	60	\$26.74	\$12.50	\$17.41	\$0.30	\$56.95
3	65	\$28.96	\$12.50	\$18.41	\$0.30	\$60.17
4	70	\$31.19	\$12.50	\$19.41	\$0.30	\$63.40
5	75	\$33.42	\$12.50	\$20.41	\$0.30	\$66.63
6	80	\$35.65	\$12.50	\$21.41	\$0.30	\$69.86
7	90	\$40.10	\$12.50	\$22.41	\$0.30	\$75.31

**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
	12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
	06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
	12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

#### Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

#### Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes:

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2018	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	06/01/2019	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	12/01/2019	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	06/01/2020	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	12/01/2020	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	06/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	12/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79

For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
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#### Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

#### Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

Notes:
Steps are 750 hrs.
Apprentice to Journeyworker Ratio:1:1



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2018	\$47.09	\$12.50	\$15.60	\$0.00	\$75.19
	09/01/2019	\$49.59	\$12.50	\$15.60	\$0.00	\$77.69

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**
**Effective Date - 09/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$12.50	\$11.40	\$0.00	\$47.45
2	60	\$28.25	\$12.50	\$12.24	\$0.00	\$52.99
3	70	\$32.96	\$12.50	\$13.08	\$0.00	\$58.54
4	80	\$37.67	\$12.50	\$13.92	\$0.00	\$64.09

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.80	\$12.50	\$11.40	\$0.00	\$48.70
2	60	\$29.75	\$12.50	\$12.24	\$0.00	\$54.49
3	70	\$34.71	\$12.50	\$13.08	\$0.00	\$60.29
4	80	\$39.67	\$12.50	\$13.92	\$0.00	\$66.09

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
IRONWORKERS LOCAL 7 (BOSTON AREA)						

**Apprentice - IRONWORKER - Local 7 Boston**
**Effective Date - 09/16/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2						
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.11	\$7.85	\$14.44	\$0.00	\$42.40
2	70	\$23.46	\$7.85	\$14.44	\$0.00	\$45.75
3	80	\$26.82	\$7.85	\$14.44	\$0.00	\$49.11
4	90	\$30.17	\$7.85	\$14.44	\$0.00	\$52.46

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$14.44	\$0.00	\$42.92
2	70	\$24.07	\$7.85	\$14.44	\$0.00	\$46.36
3	80	\$27.51	\$7.85	\$14.44	\$0.00	\$49.80
4	90	\$30.95	\$7.85	\$14.44	\$0.00	\$53.24

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2018	\$33.72	\$7.85	\$14.39	\$0.00	\$55.96
LABORERS - ZONE 2	06/01/2019	\$34.59	\$7.85	\$14.39	\$0.00	\$56.83
	12/01/2019	\$35.45	\$7.85	\$14.39	\$0.00	\$57.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85

**Classification**

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

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.11	\$0.00	\$50.86
2	60	\$25.19	\$10.75	\$19.11	\$0.00	\$55.05
3	70	\$29.39	\$10.75	\$19.11	\$0.00	\$59.25
4	80	\$33.59	\$10.75	\$19.11	\$0.00	\$63.45
5	90	\$37.79	\$10.75	\$19.11	\$0.00	\$67.65

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

Notes:

Apprentice to Journeyworker Ratio:1:5

**MECH. SWEEPER OPERATOR (ON CONST. SITES)**  
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**MECHANICS MAINTENANCE**  
OPERATING ENGINEERS LOCAL 4

12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**MILLWRIGHT (Zone 2)**

MILLWRIGHTS LOCAL 1121 - Zone 2

04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
	12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
	12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
	12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
	06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
	12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
	12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS)	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SIGN, PICTORIAL & DISPLAY)	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER SIGN - Local 35 Zone 2**

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

**Notes:**

Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
* If 30% or more of surfaces to be painted are new construction,	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**
**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
* If 30% or more of surfaces to be painted are new construction,	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**
**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

**Classification**

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

**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 03/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.28	\$10.95	\$8.00	\$0.00	\$40.23
2	45	\$23.94	\$10.95	\$19.74	\$0.00	\$54.63
3	60	\$31.91	\$10.95	\$19.74	\$0.00	\$62.60
4	70	\$37.23	\$10.95	\$19.74	\$0.00	\$67.92
5	80	\$42.55	\$10.95	\$19.74	\$0.00	\$73.24

**Effective Date - 09/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

**Notes:**

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02



Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PLUMBER/GASFITTER - Local 12</b>							
<b>Effective Date - 03/01/2019</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35		\$19.84	\$11.82	\$5.98	\$0.00	\$37.64
2	40		\$22.68	\$11.82	\$6.79	\$0.00	\$41.29
3	55		\$31.18	\$11.82	\$9.25	\$0.00	\$52.25
4	65		\$36.85	\$11.82	\$10.85	\$0.00	\$59.52
5	75		\$42.52	\$11.82	\$12.50	\$0.00	\$66.84
<b>Effective Date - 09/01/2019</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35		\$20.37	\$11.82	\$5.98	\$0.00	\$38.17
2	40		\$23.28	\$11.82	\$6.79	\$0.00	\$41.89
3	55		\$32.00	\$11.82	\$9.25	\$0.00	\$53.07
4	65		\$37.82	\$11.82	\$10.85	\$0.00	\$60.49
5	75		\$43.64	\$11.82	\$12.50	\$0.00	\$67.96
<b>Notes:</b> ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step4 with lic\$63.17, Step5 with lic\$70.47 <b>Apprentice to Journeyworker Ratio:**</b>							
<b>PNEUMATIC CONTROLS (TEMP.)</b>							
<i>PIPEFITTERS LOCAL 537</i>		03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
		09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
		03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
		09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
		03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
<b>PNEUMATIC DRILL/TOOL OPERATOR</b>							
<i>LABORERS - ZONE 2</i>		12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
		06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
		12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
		06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
		12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
		06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
		12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"							
<b>POWDERMAN &amp; BLASTER</b>							
<i>LABORERS - ZONE 2</i>		12/01/2018	\$34.52	\$7.85	\$14.44	\$0.00	\$56.81
		06/01/2019	\$35.39	\$7.85	\$14.44	\$0.00	\$57.68
		12/01/2019	\$36.25	\$7.85	\$14.44	\$0.00	\$58.54
		06/01/2020	\$37.14	\$7.85	\$14.44	\$0.00	\$59.43
		12/01/2020	\$38.03	\$7.85	\$14.44	\$0.00	\$60.32
		06/01/2021	\$38.95	\$7.85	\$14.44	\$0.00	\$61.24
		12/01/2021	\$39.86	\$7.85	\$14.44	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofg) ROOFERS LOCAL 33	02/01/2019	\$43.36	\$11.50	\$15.90	\$0.00	\$70.76

**Apprentice - ROOFER - Local 33**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.68	\$11.50	\$3.69	\$0.00	\$36.87
2	60	\$26.02	\$11.50	\$15.90	\$0.00	\$53.42
3	65	\$28.18	\$11.50	\$15.90	\$0.00	\$55.58
4	75	\$32.52	\$11.50	\$15.90	\$0.00	\$59.92
5	85	\$36.86	\$11.50	\$15.90	\$0.00	\$64.26

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio: \*\*

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2019	\$43.61	\$11.50	\$15.90	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - SHEET METAL WORKER - Local 17-A**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
2	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
3	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
4	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
5	52	\$24.18	\$13.20	\$12.08	\$1.48	\$50.94
6	52	\$24.18	\$13.20	\$12.33	\$1.49	\$51.20
7	60	\$27.90	\$13.20	\$13.70	\$1.64	\$56.44
8	65	\$30.23	\$13.20	\$14.65	\$1.74	\$59.82
9	75	\$34.88	\$13.20	\$16.56	\$1.94	\$66.58
10	85	\$39.53	\$13.20	\$17.96	\$2.12	\$72.81

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
	06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2019	\$58.98	\$9.47	\$19.60	\$0.00	\$88.05
	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
2	40	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
3	45	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
4	50	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
5	55	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
6	60	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
7	65	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
8	70	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
9	75	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
10	80	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$9.10	\$0.00	\$39.74
2	40	\$24.19	\$9.47	\$9.10	\$0.00	\$42.76
3	45	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
4	50	\$30.24	\$9.47	\$9.10	\$0.00	\$48.81
5	55	\$33.26	\$9.47	\$9.10	\$0.00	\$51.83
6	60	\$36.29	\$9.47	\$10.60	\$0.00	\$56.36
7	65	\$39.31	\$9.47	\$10.60	\$0.00	\$59.38
8	70	\$42.34	\$9.47	\$10.60	\$0.00	\$62.41
9	75	\$45.36	\$9.47	\$10.60	\$0.00	\$65.43
10	80	\$48.38	\$9.47	\$10.60	\$0.00	\$68.45

Notes: Apprentice entered prior 9/30/10:  
40/45/50/55/60/65/70/75/80/85  
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> For apprentice rates see "Apprentice- LINEMAN"	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  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	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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.						

Additional Apprentice 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.

**Appendix 10**  
**FORM OF CONTRACT**  
**(SEE ATTACHED DOCUMENT.)**

**Town of Natick, Massachusetts**  
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This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Massachusetts, with a principal office located at \_\_\_\_\_ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2019, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019.

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:

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

**5. Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, 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. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price 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 fifteen (15) 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 fifteen (15) 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,

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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 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. 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.



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- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town 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 will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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- i. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance 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

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of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that 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.

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

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

16. No Smoking

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

17. Criminal Background Screening

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

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resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

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

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consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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

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

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

If to the Contractor:

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.

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- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its 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,

**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- 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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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 the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

by: (Printed Name of Contractor)

\_\_\_\_\_  
Michael J. Hickey, Jr., Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chair

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

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

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

\_\_\_\_\_  
Karen Adelman-Foster, Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richard P. Jennett, Jr., Member

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: \_\_\_\_\_

**APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):**

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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

717304v1

**Town of Natick  
Natick, Massachusetts**

**INVITATION FOR BIDS**

**FOR**

**SERVICES RELATED TO  
THE FURNISHING OF ROADWAY IMPROVEMENTS  
AT VARIOUS LOCATIONS - 2019**

**April 10, 2019**

**BIDS DUE:**

**May 2, 2019, 11:00 A.M. LOCAL TIME**

Late Bids Will Be Rejected

**DELIVER COMPLETED BIDS TO:**

Town of Natick  
c/o Bryan LeBlanc  
Procurement Director  
Department of Public Works  
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 **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2019.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids (“IFB”) may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing [blblanc@natickma.org](mailto:blblanc@natickma.org) between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday, April 10, 2019. Sealed Bids will be received until **11:00A.M., local time, May 2, 2019**, at the Department of Public Works, 75 West Street, 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.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$535.00 per ton. The base price for diesel fuel is \$2.426 per gallon and for gasoline is \$1.962 per gallon. (March 19, 2019). Award subject to appropriation and vote of the Natick Board of Selectmen.



## **Section 1. Instructions to Bidders and Bid Submission Requirements**

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter “the Town of Natick” or “the Town”), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2019.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday April 10, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 25, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019” shall be received by 11:00 A.M. local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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.

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 his/her/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 Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2019". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional



information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

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

## **Section 2. Pre-Bid Conference/Questions**

No formal Pre-Bid Conference will be held.

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

Bryan LeBlanc  
Procurement Officer  
Department of Public Works  
75 West Street  
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 25, 2019. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: [bleblanc@natickma.org](mailto:bleblanc@natickma.org) or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

## **Section 3. Background & Specifications**

### **A. Locations of Road Improvements in the Work**

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

#### **Gibson Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019,Gibson Road" Sheet 1.

#### **Greenleaf Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Greenleaf Road." Sheets 2 & 3.

#### **Brookdale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Brookdale Road" Sheets 4 - 8.



**Hemlock Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Hemlock Drive" Sheets 9 - 13.

**Millbrook Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Millbrook Road" Sheets 14 & 15.

**Elwin Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Elwin Road" Sheets 16 - 18.

**Ivy Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ivy Lane" Sheet 19.

**Franconia Avenue**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Franconia Avenue." Sheet 20 - 23.

**Stratford Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Stratford Road." Sheet 24 - 26.

**Drury Lane**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Drury Lane" Sheets 27 & 28.

**Russell Circle**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Russell Circle" Sheets 29 - 32.

**Cobblestone Drive**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Cobblestone Drive" Sheet 33.

**Bluestone Path**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Bluestone Path" Sheet 34.

**Ferndale Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Ferndale Road" Sheet 35 & 36.



**Pryor Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Pryor Road"  
Sheet 37.

**Felch Road**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Felch Road"  
Sheets 38 - 42.

**Kinsman Place**

See attached plan entitled "Roadway Improvements at Various Locations -2019, Kinsman Place"  
Sheets 43 - 44.

**B. Performance Standards Applicable to the Work**

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

**THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.****Item No. 1A through Item No. 1E**

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

**Item No. 2**

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.





The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

**Item No. 3**

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

**Item No. 4A through Item No. 4C**

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

**Item No. 5**

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

**Item No. 6A through Item No. 6C**

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.



Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 33538 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

**Item No. 7A through Item No. 7D**

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

**Item No. 8**

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

**Item No. 9A through No. 9C**

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

**Item No. 10**

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

**Item No. 11**

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.



The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

**Item No. 12**

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

**Item No. 13 and 14**

The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

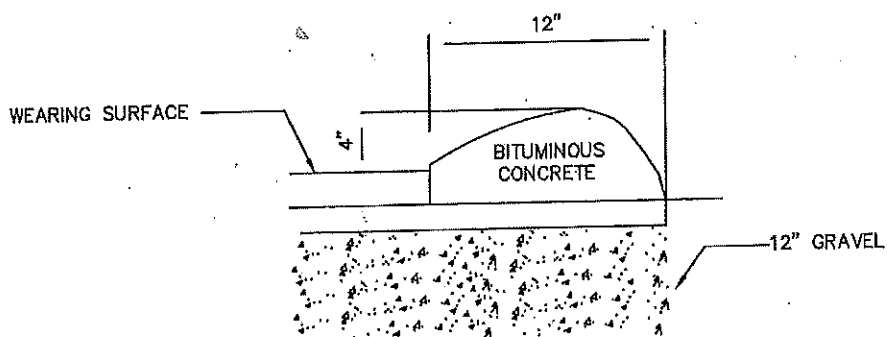
All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified .

**Item 15**

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction





## MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

**TOWN OF NATICK, MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS -- ENGINEERING DIVISION

75 WEST STREET . NATICK, MA 01760

Detail Number:

R-1.3

Detail Name:

Bituminous Berm

Date Last Updated:

02/01/2011





## Stone Seal (Treated) Specifications

### SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

### DETAILED REQUIREMENTS

#### Materials

##### a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

##### b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

##### c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

#### Required Stone Gradation

9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5



Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

### **Material Quantities**

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

### **Equipment**

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

#### **a. Asphalt Distributor**

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

#### **b. Asphalt Spreader**

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.



c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

**Construction Methods**

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the Town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones



Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

## **Loam and Seed Borders**

### **SCOPE OF WORK**

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

### **MATERIALS**

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:





	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

### **METHOD OF CONSTRUCTION**

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

### **METHOD OF MEASUREMENT**

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

### **BASIS OF PAYMENT**

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.



**C.     Notice to Owners of Utilities**

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551  
William McDowell, Town Engineer

Natick Police Department 508-647-9550  
Natick Fire Department 508-647-9550

Eversource Gas  
Chris Howard  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6822

Eversource Electric  
Christine Cosby  
157 Cordaville Road  
Southborough, MA 01772  
508-305-6989

Verizon  
385 Myles Standish Blvd.  
Taunton, MA 02780  
Karen Nunes, 508-828-6437

COMCAST  
330 Billerica Road  
Chelmsford, MA 01824  
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.



The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

**D. Protection of Utilities and Property**

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

**E. Provisions for Travel and Prosecution of the Work**

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

**F. Public Safety and Convenience**

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.



Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

**G.     Protection and Restoration of Properties**

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

**H.     Property Bounds**

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

**I.     Traffic Control**

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.





Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

**J.     Work Done by Others**

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

**K.     Disposal of Surplus Excavated Materials**

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

**L.     Safety and Health Regulations**

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for



each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

**M. Successful Bidder's 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.

**N. Environmental Conditions**

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.



**O. Traffic Police**

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

**P. Monthly Price Adjustments**

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 527.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.302 per gallon and for gasoline is \$1.79 per gallon.  
(per MassDOT 2/13/2019)

**MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES**

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

**Period Price**

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

**New Asphalt Period Price Method**

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following



their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

#### New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

#### MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/service-details/2019-massdot-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.





This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors **shown:**

#### **ITEMS COVERED FUEL FACTORS**

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1

(Both Factors used)

0.29 Gallons / CY for Diesel

0.15 Gallons / CY for Gasoline

Surfacing Work:

All Items containing Hot Mix Asphalt

2.90 Gallons / Ton for Diesel

Does Not Apply for Gasoline

#### **Q. Measurement and Payment**

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:



1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

**R. Contract Term**

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019, unless previously agreed to, in writing by the Town.

**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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)



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

#### **Section 5. Bid Submission**

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2019" shall be received by 11:00A.M., local time, May 2, 2019, at this address:

Town of Natick  
Department of Public Works  
75 West Street  
Natick, MA 01760.





Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works 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 M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

### **Section 6. Selection Process and Award**

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

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the



Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

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

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

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

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

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

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

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

## **Section 7. Compliance with Laws**

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its 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 any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

## **Section 11. Labor and Materials Payment Bond Requirements**

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver 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 that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

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

The use of alcoholic beverages, narcotics, 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, his/her/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 his/her/its confidentiality and privacy obligations owing to his/her/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**  
*(9 pages)*

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2019.

Printed Name of Bidder:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bidder acknowledges receipt of Addenda \_\_\_\_ One \_\_\_\_ Two \_\_\_\_ Three \_\_\_\_ Four

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

Total Price in Words:

Total Price in Numbers:

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton.  _____ Dollars and _____ Cents (\$ _____)	2,840 Tons	\$ _____
1B.	Bit. Conc. Leveling Course, per ton.  _____ Dollars and _____ Cents (\$ _____)	860 Tons	\$ _____
1C.	Bit. Conc. Top Course, per ton.  _____ Dollars and _____ Cents (\$ _____)	5,315 Tons	\$ _____
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton.  _____ Dollars and _____ Cents (\$ _____)	3,390 Tons	\$ _____
1E.	Trench Patch with 2.5 Inches of Binder,  _____ Dollars and _____ Cents (\$ _____)	365 Tons	\$ _____
2.	Reclaim Base Course, per square yard  _____ Dollars and _____ Cents (\$ _____)	20,200 S.Y.	\$ _____



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
3.	Single Treated Stone Chip Seal, per square yard  _____ Dollars and _____ Cents (\$ _____)	4,800 S.Y.	\$ _____
4A.	Granite Curbing Straight, Type VA4, per linear foot  _____ Dollars and _____ Cents (\$ _____)	660 L.F.	\$ _____
4B.	Granite Curbing Curved, Type VA4, per linear foot  _____ Dollars and _____ Cents (\$ _____)	4,520 L.F.	\$ _____
4C.	R & R Granite Curbing, per linear foot  _____ Dollars and _____ Cents (\$ _____)	200 L.F.*	\$ _____
5.	Bit. Conc. Berm, per linear foot  _____ Dollars and _____ Cents (\$ _____)	2,000 L.F.*	\$ _____
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard  _____ Dollars and _____ Cents (\$ _____)	600 S.Y.	\$ _____



UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard  Dollars and _____ Cents (\$ _____)	100 S.Y. *	\$ _____
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each  Dollars and _____ Cents (\$ _____)	60 EA.	\$ _____
7A.	Adjustment Sewer & Drain Castings, per each  Dollars and _____ Cents (\$ _____)	206 EA.	\$ _____
7B.	Adjustment Water Gate Box Castings, per each  Dollars and _____ Cents (\$ _____)	90 EA.	\$ _____
7C.	Rebuild Sewer & Drain Structures, per vertical foot  Dollars and _____ Cents (\$ _____)	90 V.F.	\$ _____
7D.	Remodeled Sewer & Drain Structures, per each  Dollars and _____ Cents (\$ _____)	20 EA.	\$ _____
8.	Processed Gravel for Sub-Base, per cubic yard  Dollars and _____ Cents (\$ _____)	2,400 C.Y.	\$ _____





UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A.	Earth Excavation, per cubic yard  Dollars and _____ Cents (\$ _____)	1,186 C.Y.	\$ _____
9B.	Class A Rock Excavation, per cubic yard  Dollars and _____ Cents (\$ _____)	2 C.Y. *	\$ _____
9C.	Trench Excavation, per cubic yard  Dollars and _____ Cents (\$ _____)	380 C.Y.*	\$ _____
10.	Loam & Seed Borders, per square yard  Dollars and _____ Cents (\$ _____)	9,500 S.Y.	\$ _____
11.	Calcium Chloride – Dust Control per pound  Dollars and _____ Cents (\$ _____)	8,000 LBS	\$ _____
12.	Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	1,500 MH*	<u>\$75,000.00</u>
13.	Pavement Markings 12 inch (Paint) Per linear foot  Dollars and _____ Cents (\$ _____)	1,500 L.F.	\$ _____



14. Pavement Markings 4 inch (Paint) 400 L.F. \$ \_\_\_\_\_  
Per Linear Foot

\_\_\_\_\_  
Dollars and \_\_\_\_\_  
Cents (\$ \_\_\_\_\_)

15. Traffic Controls for Construction L.S. \$ \_\_\_\_\_  
Lump Sum

\_\_\_\_\_  
Dollars and \_\_\_\_\_  
Cents (\$ \_\_\_\_\_)

\* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.



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 furnishing of roadway improvements (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 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 his/her/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 his/her/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 his/her/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 Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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





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

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

Authorized Signature

---

Printed Name

---

Printed Title

---

Date

If a Corporation:  
Full Legal Name

---

Officers of Corporation and Addresses

---

State of Incorporation \_\_\_\_\_



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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

\_\_\_\_\_

Principal Place of Business of Surety Company

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_



**Appendix 2**  
**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date



**Appendix 3**  
**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date





**Appendix 4**  
**CONFLICT OF INTEREST CERTIFICATION**

The Bidder hereby certifies that:

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

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date



**Appendix 5**  
**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_, certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said Corporation and was duly authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.

(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  
WILLIAM D MCKINNEY  
Director

**Awarding Authority:** Town of Natick, Massachusetts  
**Contract Number:**  
**Description of Work:** Invitation for Bids Roadway Improvements at Various Locations in Natick - 2019  
**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



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00	\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00	\$58.86
	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00	\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00	\$58.93
	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00	\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00	\$59.05
	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2018	\$35.40	\$12.50	\$8.50	\$0.00	\$56.40
	06/01/2019	\$36.40	\$12.50	\$8.50	\$0.00	\$57.40
	12/01/2019	\$37.40	\$12.50	\$8.50	\$0.00	\$58.40
	06/01/2020	\$38.40	\$12.50	\$8.50	\$0.00	\$59.40
	12/01/2020	\$39.40	\$12.50	\$8.50	\$0.00	\$60.40
ASPHALT RAKER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2019	\$51.41	\$10.75	\$20.06	\$0.00	\$82.22
BRICKLAYERS LOCAL 3 (LOWELL)	08/01/2019	\$52.76	\$10.75	\$20.20	\$0.00	\$83.71
	02/01/2020	\$53.36	\$10.75	\$20.20	\$0.00	\$84.31
	08/01/2020	\$54.71	\$10.75	\$20.35	\$0.00	\$85.81
	02/01/2021	\$55.31	\$10.75	\$20.35	\$0.00	\$86.41
	08/01/2021	\$56.71	\$10.75	\$20.51	\$0.00	\$87.97
	02/01/2022	\$57.29	\$10.75	\$20.51	\$0.00	\$88.55



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell**

**Effective Date - 02/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$10.75	\$20.06	\$0.00	\$56.52
2	60	\$30.85	\$10.75	\$20.06	\$0.00	\$61.66
3	70	\$35.99	\$10.75	\$20.06	\$0.00	\$66.80
4	80	\$41.13	\$10.75	\$20.06	\$0.00	\$71.94
5	90	\$46.27	\$10.75	\$20.06	\$0.00	\$77.08

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.38	\$10.75	\$20.20	\$0.00	\$57.33
2	60	\$31.66	\$10.75	\$20.20	\$0.00	\$62.61
3	70	\$36.93	\$10.75	\$20.20	\$0.00	\$67.88
4	80	\$42.21	\$10.75	\$20.20	\$0.00	\$73.16
5	90	\$47.48	\$10.75	\$20.20	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15
	12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
	06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
	12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
	06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
	12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75
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#### Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

#### Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$30.69/ 3&4 \$36.59/ 5&6 \$53.59/ 7&8 \$59.55

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME CARPENTERS -ZONE 2 (Wood Frame)	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work





**Classification**

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

**Apprentice - CARPENTER (Wood Frame) - Zone 2**

**Effective Date - 04/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

**Effective Date - 10/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$19.45/ 3&4 \$26.96/ 5&6 \$34.19/ 7&8 \$36.95

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING	01/01/2019	\$43.68	\$12.50	\$22.41	\$0.30	\$78.89
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2019	\$44.56	\$12.50	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.80	\$12.50	\$22.41	\$0.30	\$81.01



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - CEMENT MASONRY/PLASTERING - Lowell**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.84	\$12.50	\$15.41	\$0.00	\$49.75
2	60	\$26.21	\$12.50	\$17.41	\$0.30	\$56.42
3	65	\$28.39	\$12.50	\$18.41	\$0.30	\$59.60
4	70	\$30.58	\$12.50	\$19.41	\$0.30	\$62.79
5	75	\$32.76	\$12.50	\$20.41	\$0.30	\$65.97
6	80	\$34.94	\$12.50	\$21.41	\$0.30	\$69.15
7	90	\$39.31	\$12.50	\$22.41	\$0.30	\$74.52

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$12.50	\$15.41	\$0.00	\$50.19
2	60	\$26.74	\$12.50	\$17.41	\$0.30	\$56.95
3	65	\$28.96	\$12.50	\$18.41	\$0.30	\$60.17
4	70	\$31.19	\$12.50	\$19.41	\$0.30	\$63.40
5	75	\$33.42	\$12.50	\$20.41	\$0.30	\$66.63
6	80	\$35.65	\$12.50	\$21.41	\$0.30	\$69.86
7	90	\$40.10	\$12.50	\$22.41	\$0.30	\$75.31

**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00	\$75.68
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00	\$79.03
	12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00	\$80.18
	06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00	\$81.28
	12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98





**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - ELECTRICIAN - Local 103**

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes:

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
	05/01/2019	\$44.33	\$11.00	\$15.50	\$0.00	\$70.83
	11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
	05/01/2020	\$46.48	\$11.00	\$15.50	\$0.00	\$72.98
	11/01/2020	\$47.48	\$11.00	\$15.50	\$0.00	\$73.98
	05/01/2021	\$48.68	\$11.00	\$15.50	\$0.00	\$75.18
	11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
	05/01/2022	\$50.78	\$11.00	\$15.50	\$0.00	\$77.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
	05/01/2019	\$45.82	\$11.00	\$15.50	\$0.00	\$72.32
	11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
	05/01/2020	\$47.98	\$11.00	\$15.50	\$0.00	\$74.48
	11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00	\$75.49
	05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00	\$76.65
	11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$77.66
	05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00	\$78.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2018	\$22.45	\$11.00	\$15.50	\$0.00	\$48.95
	05/01/2019	\$23.13	\$11.00	\$15.50	\$0.00	\$49.63
	11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	\$50.22
	05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	\$50.89
	11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
	05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	\$52.16
	11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	\$52.76
	05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2018	\$39.13	\$11.50	\$15.60	\$0.00	\$66.23
	06/01/2019	\$40.04	\$11.50	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.99	\$11.50	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.90	\$11.50	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.85	\$11.50	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.76	\$11.50	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.71	\$11.50	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2018	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	06/01/2019	\$22.50	\$7.85	\$14.44	\$0.00	\$44.79
	12/01/2019	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	06/01/2020	\$23.50	\$7.85	\$14.44	\$0.00	\$45.79
	12/01/2020	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	06/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
	12/01/2021	\$24.50	\$7.85	\$14.44	\$0.00	\$46.79
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

**Apprentice - FLOORCOVERER - Local 2168 Zone 1**

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes: Steps are 750 hrs.  
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)  
Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.26	\$8.15	\$20.85	\$0.00	\$73.26

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.17	\$11.50	\$0.00	\$0.00	\$37.67
2	60	\$28.55	\$11.50	\$15.60	\$0.00	\$55.65
3	65	\$30.93	\$11.50	\$15.60	\$0.00	\$58.03
4	70	\$33.31	\$11.50	\$15.60	\$0.00	\$60.41
5	75	\$35.69	\$11.50	\$15.60	\$0.00	\$62.79
6	80	\$38.06	\$11.50	\$15.60	\$0.00	\$65.16
7	85	\$40.44	\$11.50	\$15.60	\$0.00	\$67.54
8	90	\$42.82	\$11.50	\$15.60	\$0.00	\$69.92

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.77	\$11.50	\$0.00	\$0.00	\$38.27
2	60	\$29.21	\$11.50	\$15.60	\$0.00	\$56.31
3	65	\$31.64	\$11.50	\$15.60	\$0.00	\$58.74
4	70	\$34.08	\$11.50	\$15.60	\$0.00	\$61.18
5	75	\$36.51	\$11.50	\$15.60	\$0.00	\$63.61
6	80	\$38.94	\$11.50	\$15.60	\$0.00	\$66.04
7	85	\$41.38	\$11.50	\$15.60	\$0.00	\$68.48
8	90	\$43.81	\$11.50	\$15.60	\$0.00	\$70.91

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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For apprentice rates see "Apprentice- ELECTRICIAN"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2018	\$47.09	\$12.50	\$15.60	\$0.00	\$75.19
	09/01/2019	\$49.59	\$12.50	\$15.60	\$0.00	\$77.69



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ASBESTOS INSULATOR (Pipes &amp; Tanks) - Local 6 Boston</b>						
<b>Effective Date - 09/01/2018</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$12.50	\$11.40	\$0.00	\$47.45
2	60	\$28.25	\$12.50	\$12.24	\$0.00	\$52.99
3	70	\$32.96	\$12.50	\$13.08	\$0.00	\$58.54
4	80	\$37.67	\$12.50	\$13.92	\$0.00	\$64.09
<b>Effective Date - 09/01/2019</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.80	\$12.50	\$11.40	\$0.00	\$48.70
2	60	\$29.75	\$12.50	\$12.24	\$0.00	\$54.49
3	70	\$34.71	\$12.50	\$13.08	\$0.00	\$60.29
4	80	\$39.67	\$12.50	\$13.92	\$0.00	\$66.09
<b>Notes:</b> Steps are 1 year						
<b>Apprentice to Journeyworker Ratio:1:4</b>						
IRONWORKER/WELDER	09/16/2018	\$46.07	\$8.00	\$22.85	\$0.00	\$76.92
IRONWORKERS LOCAL 7 (BOSTON AREA)						

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 09/16/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.64	\$8.00	\$22.85	\$0.00	\$58.49
2	70	\$32.25	\$8.00	\$22.85	\$0.00	\$63.10
3	75	\$34.55	\$8.00	\$22.85	\$0.00	\$65.40
4	80	\$36.86	\$8.00	\$22.85	\$0.00	\$67.71
5	85	\$39.16	\$8.00	\$22.85	\$0.00	\$70.01
6	90	\$41.46	\$8.00	\$22.85	\$0.00	\$72.31
<b>Notes:</b> ** Structural 1:6; Ornamental 1:4						
<b>Apprentice to Journeyworker Ratio:**</b>						

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2018**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.11	\$7.85	\$14.44	\$0.00	\$42.40
2	70	\$23.46	\$7.85	\$14.44	\$0.00	\$45.75
3	80	\$26.82	\$7.85	\$14.44	\$0.00	\$49.11
4	90	\$30.17	\$7.85	\$14.44	\$0.00	\$52.46

**Effective Date - 06/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.63	\$7.85	\$14.44	\$0.00	\$42.92
2	70	\$24.07	\$7.85	\$14.44	\$0.00	\$46.36
3	80	\$27.51	\$7.85	\$14.44	\$0.00	\$49.80
4	90	\$30.95	\$7.85	\$14.44	\$0.00	\$53.24

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2018	\$33.72	\$7.85	\$14.39	\$0.00	\$55.96
LABORERS - ZONE 2	06/01/2019	\$34.59	\$7.85	\$14.39	\$0.00	\$56.83
	12/01/2019	\$35.45	\$7.85	\$14.39	\$0.00	\$57.69





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS	02/01/2019	\$40.91	\$10.75	\$18.97	\$0.00	\$70.63
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$41.99	\$10.75	\$19.11	\$0.00	\$71.85
	02/01/2020	\$42.50	\$10.75	\$19.11	\$0.00	\$72.36
	08/01/2020	\$43.58	\$10.75	\$19.26	\$0.00	\$73.59
	02/01/2021	\$44.09	\$10.75	\$19.26	\$0.00	\$74.10
	08/01/2021	\$45.21	\$10.75	\$19.42	\$0.00	\$75.38
	02/01/2022	\$45.68	\$10.75	\$19.42	\$0.00	\$75.85



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$10.75	\$18.97	\$0.00	\$50.18
2	60	\$24.55	\$10.75	\$18.97	\$0.00	\$54.27
3	70	\$28.64	\$10.75	\$18.97	\$0.00	\$58.36
4	80	\$32.73	\$10.75	\$18.97	\$0.00	\$62.45
5	90	\$36.82	\$10.75	\$18.97	\$0.00	\$66.54

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.11	\$0.00	\$50.86
2	60	\$25.19	\$10.75	\$19.11	\$0.00	\$55.05
3	70	\$29.39	\$10.75	\$19.11	\$0.00	\$59.25
4	80	\$33.59	\$10.75	\$19.11	\$0.00	\$63.45
5	90	\$37.79	\$10.75	\$19.11	\$0.00	\$67.65

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2019	\$53.57	\$10.75	\$20.66	\$0.00	\$84.98
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$54.92	\$10.75	\$20.80	\$0.00	\$86.47
	02/01/2020	\$55.55	\$10.75	\$20.80	\$0.00	\$87.10
	08/01/2020	\$56.90	\$10.75	\$20.95	\$0.00	\$88.60
	02/01/2021	\$57.54	\$10.75	\$20.95	\$0.00	\$89.24
	08/01/2021	\$58.94	\$10.75	\$21.11	\$0.00	\$90.80
	02/01/2022	\$59.51	\$10.75	\$21.11	\$0.00	\$91.37



**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**
**Effective Date - 02/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.79	\$10.75	\$20.66	\$0.00	\$58.20
2	60	\$32.14	\$10.75	\$20.66	\$0.00	\$63.55
3	70	\$37.50	\$10.75	\$20.66	\$0.00	\$68.91
4	80	\$42.86	\$10.75	\$20.66	\$0.00	\$74.27
5	90	\$48.21	\$10.75	\$20.66	\$0.00	\$79.62

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.46	\$10.75	\$20.80	\$0.00	\$59.01
2	60	\$32.95	\$10.75	\$20.80	\$0.00	\$64.50
3	70	\$38.44	\$10.75	\$20.80	\$0.00	\$69.99
4	80	\$43.94	\$10.75	\$20.80	\$0.00	\$75.49
5	90	\$49.43	\$10.75	\$20.80	\$0.00	\$80.98

**Notes:**
**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
MILLWRIGHTS LOCAL 1121 - Zone 2						



**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - MILLWRIGHT - Local 1121 Zone 2**

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

**Notes:**

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2018	\$23.06	\$11.50	\$15.60	\$0.00	\$50.16
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.61	\$11.50	\$15.60	\$0.00	\$50.71
	12/01/2019	\$24.18	\$11.50	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.73	\$11.50	\$15.60	\$0.00	\$51.83
	12/01/2020	\$25.30	\$11.50	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.85	\$11.50	\$15.60	\$0.00	\$52.95
	12/01/2021	\$26.43	\$11.50	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2018	\$27.42	\$11.50	\$15.60	\$0.00	\$54.52
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$28.07	\$11.50	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.74	\$11.50	\$15.60	\$0.00	\$55.84
	06/01/2020	\$29.39	\$11.50	\$15.60	\$0.00	\$56.49
	12/01/2020	\$30.07	\$11.50	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.71	\$11.50	\$15.60	\$0.00	\$57.81
	12/01/2021	\$31.39	\$11.50	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS)	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00	\$79.36
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00	\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00	\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00	\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00	\$83.76

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$0.00	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$0.00	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$0.00	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$0.00	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$0.00	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$0.00	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$0.00	\$73.30

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18
4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SIGN, PICTORIAL & DISPLAY)	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - PAINTER SIGN - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2019	\$41.26	\$8.15	\$20.85	\$0.00	\$70.26
* If 30% or more of surfaces to be painted are new construction,	07/01/2019	\$42.36	\$8.15	\$20.85	\$0.00	\$71.36
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$43.46	\$8.15	\$20.85	\$0.00	\$72.46
	07/01/2020	\$44.56	\$8.15	\$20.85	\$0.00	\$73.56
	01/01/2021	\$45.66	\$8.15	\$20.85	\$0.00	\$74.66



**Classification**

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

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**
**Effective Date - 01/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.63	\$8.15	\$0.00	\$0.00	\$28.78
2	55	\$22.69	\$8.15	\$5.64	\$0.00	\$36.48
3	60	\$24.76	\$8.15	\$6.15	\$0.00	\$39.06
4	65	\$26.82	\$8.15	\$6.66	\$0.00	\$41.63
5	70	\$28.88	\$8.15	\$17.78	\$0.00	\$54.81
6	75	\$30.95	\$8.15	\$18.29	\$0.00	\$57.39
7	80	\$33.01	\$8.15	\$18.80	\$0.00	\$59.96
8	90	\$37.13	\$8.15	\$19.83	\$0.00	\$65.11

**Effective Date - 07/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.15	\$0.00	\$0.00	\$29.33
2	55	\$23.30	\$8.15	\$5.64	\$0.00	\$37.09
3	60	\$25.42	\$8.15	\$6.15	\$0.00	\$39.72
4	65	\$27.53	\$8.15	\$6.66	\$0.00	\$42.34
5	70	\$29.65	\$8.15	\$17.78	\$0.00	\$55.58
6	75	\$31.77	\$8.15	\$18.29	\$0.00	\$58.21
7	80	\$33.89	\$8.15	\$18.80	\$0.00	\$60.84
8	90	\$38.12	\$8.15	\$19.83	\$0.00	\$66.10

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2019	\$39.32	\$8.15	\$20.85	\$0.00	\$68.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$40.42	\$8.15	\$20.85	\$0.00	\$69.42
	01/01/2020	\$41.52	\$8.15	\$20.85	\$0.00	\$70.52
	07/01/2020	\$42.62	\$8.15	\$20.85	\$0.00	\$71.62
	01/01/2021	\$43.72	\$8.15	\$20.85	\$0.00	\$72.72



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$8.15	\$0.00	\$0.00	\$27.81
2	55	\$21.63	\$8.15	\$5.64	\$0.00	\$35.42
3	60	\$23.59	\$8.15	\$6.15	\$0.00	\$37.89
4	65	\$25.56	\$8.15	\$6.66	\$0.00	\$40.37
5	70	\$27.52	\$8.15	\$17.78	\$0.00	\$53.45
6	75	\$29.49	\$8.15	\$18.29	\$0.00	\$55.93
7	80	\$31.46	\$8.15	\$18.80	\$0.00	\$58.41
8	90	\$35.39	\$8.15	\$19.83	\$0.00	\$63.37

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.15	\$0.00	\$0.00	\$28.36
2	55	\$22.23	\$8.15	\$5.64	\$0.00	\$36.02
3	60	\$24.25	\$8.15	\$6.15	\$0.00	\$38.55
4	65	\$26.27	\$8.15	\$6.66	\$0.00	\$41.08
5	70	\$28.29	\$8.15	\$17.78	\$0.00	\$54.22
6	75	\$30.32	\$8.15	\$18.29	\$0.00	\$56.76
7	80	\$32.34	\$8.15	\$18.80	\$0.00	\$59.29
8	90	\$36.38	\$8.15	\$19.83	\$0.00	\$64.36

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2018	\$33.52	\$7.85	\$14.44	\$0.00	\$55.81
LABORERS - ZONE 2	06/01/2019	\$34.39	\$7.85	\$14.44	\$0.00	\$56.68
	12/01/2019	\$35.25	\$7.85	\$14.44	\$0.00	\$57.54
	06/01/2020	\$36.14	\$7.85	\$14.44	\$0.00	\$58.43
	12/01/2020	\$37.03	\$7.85	\$14.44	\$0.00	\$59.32
	06/01/2021	\$37.95	\$7.85	\$14.44	\$0.00	\$60.24
	12/01/2021	\$38.86	\$7.85	\$14.44	\$0.00	\$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2019	\$39.86	\$8.15	\$20.85	\$0.00	\$68.86
* If 30% or more of surfaces to be painted are new construction,	07/01/2019	\$40.96	\$8.15	\$20.85	\$0.00	\$69.96
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$42.06	\$8.15	\$20.85	\$0.00	\$71.06
	07/01/2020	\$43.16	\$8.15	\$20.85	\$0.00	\$72.16
	01/01/2021	\$44.25	\$8.15	\$20.85	\$0.00	\$73.25





**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.93	\$8.15	\$0.00	\$0.00	\$28.08
2	55	\$21.92	\$8.15	\$5.64	\$0.00	\$35.71
3	60	\$23.92	\$8.15	\$6.15	\$0.00	\$38.22
4	65	\$25.91	\$8.15	\$6.66	\$0.00	\$40.72
5	70	\$27.90	\$8.15	\$17.78	\$0.00	\$53.83
6	75	\$29.90	\$8.15	\$18.29	\$0.00	\$56.34
7	80	\$31.89	\$8.15	\$18.80	\$0.00	\$58.84
8	90	\$35.87	\$8.15	\$19.83	\$0.00	\$63.85

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.48	\$8.15	\$0.00	\$0.00	\$28.63
2	55	\$22.53	\$8.15	\$5.64	\$0.00	\$36.32
3	60	\$24.58	\$8.15	\$6.15	\$0.00	\$38.88
4	65	\$26.62	\$8.15	\$6.66	\$0.00	\$41.43
5	70	\$28.67	\$8.15	\$17.78	\$0.00	\$54.60
6	75	\$30.72	\$8.15	\$18.29	\$0.00	\$57.16
7	80	\$32.77	\$8.15	\$18.80	\$0.00	\$59.72
8	90	\$36.86	\$8.15	\$19.83	\$0.00	\$64.84

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2019	\$37.92	\$8.15	\$20.85	\$0.00	\$66.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$39.02	\$8.15	\$20.85	\$0.00	\$68.02
	01/01/2020	\$40.12	\$8.15	\$20.85	\$0.00	\$69.12
	07/01/2020	\$41.22	\$8.15	\$20.85	\$0.00	\$70.22
	01/01/2021	\$42.32	\$8.15	\$20.85	\$0.00	\$71.32



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.96	\$8.15	\$0.00	\$0.00	\$27.11
2	55	\$20.86	\$8.15	\$5.64	\$0.00	\$34.65
3	60	\$22.75	\$8.15	\$6.15	\$0.00	\$37.05
4	65	\$24.65	\$8.15	\$6.66	\$0.00	\$39.46
5	70	\$26.54	\$8.15	\$17.78	\$0.00	\$52.47
6	75	\$28.44	\$8.15	\$18.29	\$0.00	\$54.88
7	80	\$30.34	\$8.15	\$18.80	\$0.00	\$57.29
8	90	\$34.13	\$8.15	\$19.83	\$0.00	\$62.11

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$8.15	\$0.00	\$0.00	\$27.66
2	55	\$21.46	\$8.15	\$5.64	\$0.00	\$35.25
3	60	\$23.41	\$8.15	\$6.15	\$0.00	\$37.71
4	65	\$25.36	\$8.15	\$6.66	\$0.00	\$40.17
5	70	\$27.31	\$8.15	\$17.78	\$0.00	\$53.24
6	75	\$29.27	\$8.15	\$18.29	\$0.00	\$55.71
7	80	\$31.22	\$8.15	\$18.80	\$0.00	\$58.17
8	90	\$35.12	\$8.15	\$19.83	\$0.00	\$63.10

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

12/01/2018	\$33.08	\$11.91	\$12.70	\$0.00	\$57.69
06/01/2019	\$34.08	\$11.91	\$12.70	\$0.00	\$58.69
08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND  
DECK)

PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER

PILE DRIVER LOCAL 56 (ZONE 1)

08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER	03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88



Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PIPEFITTER - Local 537</b>							
<b>Effective Date - 03/01/2019</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$21.28	\$10.95	\$8.00	\$0.00	\$40.23	
2	45	\$23.94	\$10.95	\$19.74	\$0.00	\$54.63	
3	60	\$31.91	\$10.95	\$19.74	\$0.00	\$62.60	
4	70	\$37.23	\$10.95	\$19.74	\$0.00	\$67.92	
5	80	\$42.55	\$10.95	\$19.74	\$0.00	\$73.24	
<b>Effective Date - 09/01/2019</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83	
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30	
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50	
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97	
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44	
<div><div>Notes:</div><div>** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.</div><div>Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)</div></div> <div>Apprentice to Journeyworker Ratio:**</div>							
PIPELAYER		12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2		06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
		12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
		06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
		12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
		06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
		12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"							
PLUMBERS & GASFITTERS		03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
PLUMBERS & GASFITTERS LOCAL 12		09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
		03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
		09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
		03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
<b>Apprentice - PLUMBER/GASFITTER - Local 12</b>							
<b>Effective Date - 03/01/2019</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	35	\$19.84	\$11.82	\$5.98	\$0.00	\$37.64	
2	40	\$22.68	\$11.82	\$6.79	\$0.00	\$41.29	
3	55	\$31.18	\$11.82	\$9.25	\$0.00	\$52.25	
4	65	\$36.85	\$11.82	\$10.85	\$0.00	\$59.52	
5	75	\$42.52	\$11.82	\$12.50	\$0.00	\$66.84	
<b>Effective Date - 09/01/2019</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	35	\$20.37	\$11.82	\$5.98	\$0.00	\$38.17	
2	40	\$23.28	\$11.82	\$6.79	\$0.00	\$41.89	
3	55	\$32.00	\$11.82	\$9.25	\$0.00	\$53.07	
4	65	\$37.82	\$11.82	\$10.85	\$0.00	\$60.49	
5	75	\$43.64	\$11.82	\$12.50	\$0.00	\$67.96	
<div><div>Notes:</div><div>** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step4 with lic\$63.17, Step5 with lic\$70.47</div></div>							
<b>Apprentice to Journeyworker Ratio:**</b>							
PNEUMATIC CONTROLS (TEMP.)		03/01/2019	\$53.19	\$10.95	\$19.74	\$0.00	\$83.88
PIPEFITTERS LOCAL 537		09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
		03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
		09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
		03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR		12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2		06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
		12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
		06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
		12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
		06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
		12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER		12/01/2018	\$34.52	\$7.85	\$14.44	\$0.00	\$56.81
LABORERS - ZONE 2		06/01/2019	\$35.39	\$7.85	\$14.44	\$0.00	\$57.68
		12/01/2019	\$36.25	\$7.85	\$14.44	\$0.00	\$58.54
		06/01/2020	\$37.14	\$7.85	\$14.44	\$0.00	\$59.43
		12/01/2020	\$38.03	\$7.85	\$14.44	\$0.00	\$60.32
		06/01/2021	\$38.95	\$7.85	\$14.44	\$0.00	\$61.24
		12/01/2021	\$39.86	\$7.85	\$14.44	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"							



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofg) ROOFERS LOCAL 33	02/01/2019	\$43.36	\$11.50	\$15.90	\$0.00	\$70.76
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**Apprentice - ROOFER - Local 33**

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.68	\$11.50	\$3.69	\$0.00	\$36.87
2	60	\$26.02	\$11.50	\$15.90	\$0.00	\$53.42
3	65	\$28.18	\$11.50	\$15.90	\$0.00	\$55.58
4	75	\$32.52	\$11.50	\$15.90	\$0.00	\$59.92
5	85	\$36.86	\$11.50	\$15.90	\$0.00	\$64.26

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2019	\$43.61	\$11.50	\$15.90	\$0.00	\$71.01
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2019	\$46.50	\$13.20	\$24.12	\$2.52	\$86.34
	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63



## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
2	42	\$19.53	\$13.20	\$5.89	\$0.00	\$38.62
3	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
4	47	\$21.86	\$13.20	\$11.13	\$1.39	\$47.58
5	52	\$24.18	\$13.20	\$12.08	\$1.48	\$50.94
6	52	\$24.18	\$13.20	\$12.33	\$1.49	\$51.20
7	60	\$27.90	\$13.20	\$13.70	\$1.64	\$56.44
8	65	\$30.23	\$13.20	\$14.65	\$1.74	\$59.82
9	75	\$34.88	\$13.20	\$16.56	\$1.94	\$66.58
10	85	\$39.53	\$13.20	\$17.96	\$2.12	\$72.81

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

## Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS  
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$33.83	\$11.91	\$12.70	\$0.00	\$58.44
	06/01/2019	\$34.83	\$11.91	\$12.70	\$0.00	\$59.44
	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2019	\$58.98	\$9.47	\$19.60	\$0.00	\$88.05
	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05



Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
2	40	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
3	45	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
4	50	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
5	55	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
6	60	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
7	65	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
8	70	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
9	75	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
10	80	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$9.10	\$0.00	\$39.74
2	40	\$24.19	\$9.47	\$9.10	\$0.00	\$42.76
3	45	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
4	50	\$30.24	\$9.47	\$9.10	\$0.00	\$48.81
5	55	\$33.26	\$9.47	\$9.10	\$0.00	\$51.83
6	60	\$36.29	\$9.47	\$10.60	\$0.00	\$56.36
7	65	\$39.31	\$9.47	\$10.60	\$0.00	\$59.38
8	70	\$42.34	\$9.47	\$10.60	\$0.00	\$62.41
9	75	\$45.36	\$9.47	\$10.60	\$0.00	\$65.43
10	80	\$48.38	\$9.47	\$10.60	\$0.00	\$68.45

Notes: Apprentice entered prior 9/30/10:  
40/45/50/55/60/65/70/75/80/85  
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2019	\$52.49	\$10.75	\$20.66	\$0.00	\$83.90
	08/01/2019	\$53.84	\$10.75	\$20.80	\$0.00	\$85.39
	02/01/2020	\$54.48	\$10.75	\$20.80	\$0.00	\$86.03
	08/01/2020	\$55.83	\$10.75	\$20.95	\$0.00	\$87.53
	02/01/2021	\$56.47	\$10.75	\$20.95	\$0.00	\$88.17
	08/01/2021	\$57.87	\$10.75	\$21.11	\$0.00	\$89.73
	02/01/2022	\$58.46	\$10.75	\$21.11	\$0.00	\$90.32



**Classification**

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

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.25	\$10.75	\$20.03	\$0.00	\$57.03
2	60	\$31.49	\$10.75	\$20.03	\$0.00	\$62.27
3	70	\$36.74	\$10.75	\$20.03	\$0.00	\$67.52
4	80	\$41.99	\$10.75	\$20.03	\$0.00	\$72.77
5	90	\$47.24	\$10.75	\$20.03	\$0.00	\$78.02

**Effective Date - 08/01/2019**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.92	\$10.75	\$20.80	\$0.00	\$58.47
2	60	\$32.30	\$10.75	\$20.80	\$0.00	\$63.85
3	70	\$37.69	\$10.75	\$20.80	\$0.00	\$69.24
4	80	\$43.07	\$10.75	\$20.80	\$0.00	\$74.62
5	90	\$48.46	\$10.75	\$20.80	\$0.00	\$80.01

**Notes:**

**Apprentice to Journeyworker Ratio:1:3**

<b>TEST BORING DRILLER</b>	12/01/2018	\$40.00	\$7.85	\$15.55	\$0.00	\$63.40
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$41.00	\$7.85	\$15.55	\$0.00	\$64.40
	12/01/2019	\$42.00	\$7.85	\$15.55	\$0.00	\$65.40
	06/01/2020	\$42.99	\$7.85	\$15.55	\$0.00	\$66.39
	12/01/2020	\$43.97	\$7.85	\$15.55	\$0.00	\$67.37
	06/01/2021	\$44.99	\$7.85	\$15.55	\$0.00	\$68.39
	12/01/2021	\$46.00	\$7.85	\$15.55	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

<b>TEST BORING DRILLER HELPER</b>	12/01/2018	\$38.72	\$7.85	\$15.55	\$0.00	\$62.12
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.72	\$7.85	\$15.55	\$0.00	\$63.12
	12/01/2019	\$40.72	\$7.85	\$15.55	\$0.00	\$64.12
	06/01/2020	\$41.71	\$7.85	\$15.55	\$0.00	\$65.11
	12/01/2020	\$42.69	\$7.85	\$15.55	\$0.00	\$66.09
	06/01/2021	\$43.71	\$7.85	\$15.55	\$0.00	\$67.11
	12/01/2021	\$44.72	\$7.85	\$15.55	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

<b>TEST BORING LABORER</b>	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"





Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2018	\$34.12	\$11.91	\$12.70	\$0.00	\$58.73
	06/01/2019	\$35.12	\$11.91	\$12.70	\$0.00	\$59.73
	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$50.88	\$7.85	\$15.95	\$0.00	\$74.68
	06/01/2019	\$51.88	\$7.85	\$15.95	\$0.00	\$75.68
	12/01/2019	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2020	\$53.87	\$7.85	\$15.95	\$0.00	\$77.67
	12/01/2020	\$54.85	\$7.85	\$15.95	\$0.00	\$78.65
	06/01/2021	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2021	\$56.88	\$7.85	\$15.95	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2018	\$52.88	\$7.85	\$15.95	\$0.00	\$76.68
	06/01/2019	\$53.88	\$7.85	\$15.95	\$0.00	\$77.68
	12/01/2019	\$54.88	\$7.85	\$15.95	\$0.00	\$78.68
	06/01/2020	\$55.87	\$7.85	\$15.95	\$0.00	\$79.67
	12/01/2020	\$56.85	\$7.85	\$15.95	\$0.00	\$80.65
	06/01/2021	\$57.87	\$7.85	\$15.95	\$0.00	\$81.67
	12/01/2021	\$58.88	\$7.85	\$15.95	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2018	\$42.95	\$7.85	\$15.95	\$0.00	\$66.75
	06/01/2019	\$43.95	\$7.85	\$15.95	\$0.00	\$67.75
	12/01/2019	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2020	\$45.94	\$7.85	\$15.95	\$0.00	\$69.74
	12/01/2020	\$46.92	\$7.85	\$15.95	\$0.00	\$70.72
	06/01/2021	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2021	\$48.95	\$7.85	\$15.95	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2018	\$44.95	\$7.85	\$15.95	\$0.00	\$68.75
	06/01/2019	\$45.95	\$7.85	\$15.95	\$0.00	\$69.75
	12/01/2019	\$46.95	\$7.85	\$15.95	\$0.00	\$70.75
	06/01/2020	\$47.94	\$7.85	\$15.95	\$0.00	\$71.74
	12/01/2020	\$48.92	\$7.85	\$15.95	\$0.00	\$72.72
	06/01/2021	\$49.94	\$7.85	\$15.95	\$0.00	\$73.74
	12/01/2021	\$50.95	\$7.85	\$15.95	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.54	\$11.91	\$12.70	\$0.00	\$58.15
	06/01/2019	\$34.54	\$11.91	\$12.70	\$0.00	\$59.15
	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2019	\$56.69	\$11.82	\$16.51	\$0.00	\$85.02
	09/01/2019	\$58.19	\$11.82	\$16.51	\$0.00	\$86.52
	03/01/2020	\$59.69	\$11.82	\$16.51	\$0.00	\$88.02
	09/01/2020	\$61.19	\$11.82	\$16.51	\$0.00	\$89.52
	03/01/2021	\$62.69	\$11.82	\$16.51	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	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 <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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.						

Additional Apprentice 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.





**Appendix 10**  
**FORM OF CONTRACT**  
**(SEE ATTACHED DOCUMENT.)**



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Massachusetts, with a principal office located at \_\_\_\_\_ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2019, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2019 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2019. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2019.

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:



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, 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. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price 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 fifteen (15) 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 fifteen (15) 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,



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

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 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. 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.





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- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town 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 will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.



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- i. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance 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



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that 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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

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





**Town of Natick, Massachusetts**  
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resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

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



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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

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

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

If to the Contractor:

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.



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its 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,



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- 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.





**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
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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 the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

by: (Printed Name of Contractor)

\_\_\_\_\_  
Michael J. Hickey, Jr., Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chair

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

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

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

\_\_\_\_\_  
Karen Adelman-Foster, Member

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Richard P. Jennett, Jr., Member

\_\_\_\_\_  
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: \_\_\_\_\_

**APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):**

\_\_\_\_\_  
Karis L. North, Esq.

\_\_\_\_\_  
Dated: \_\_\_\_\_



**Town of Natick, Massachusetts**  
**Contract for Services Related to the Furnishing of Roadway Improvements at**  
**Various Locations – 2019**

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

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

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

\_\_\_\_\_  
Signature

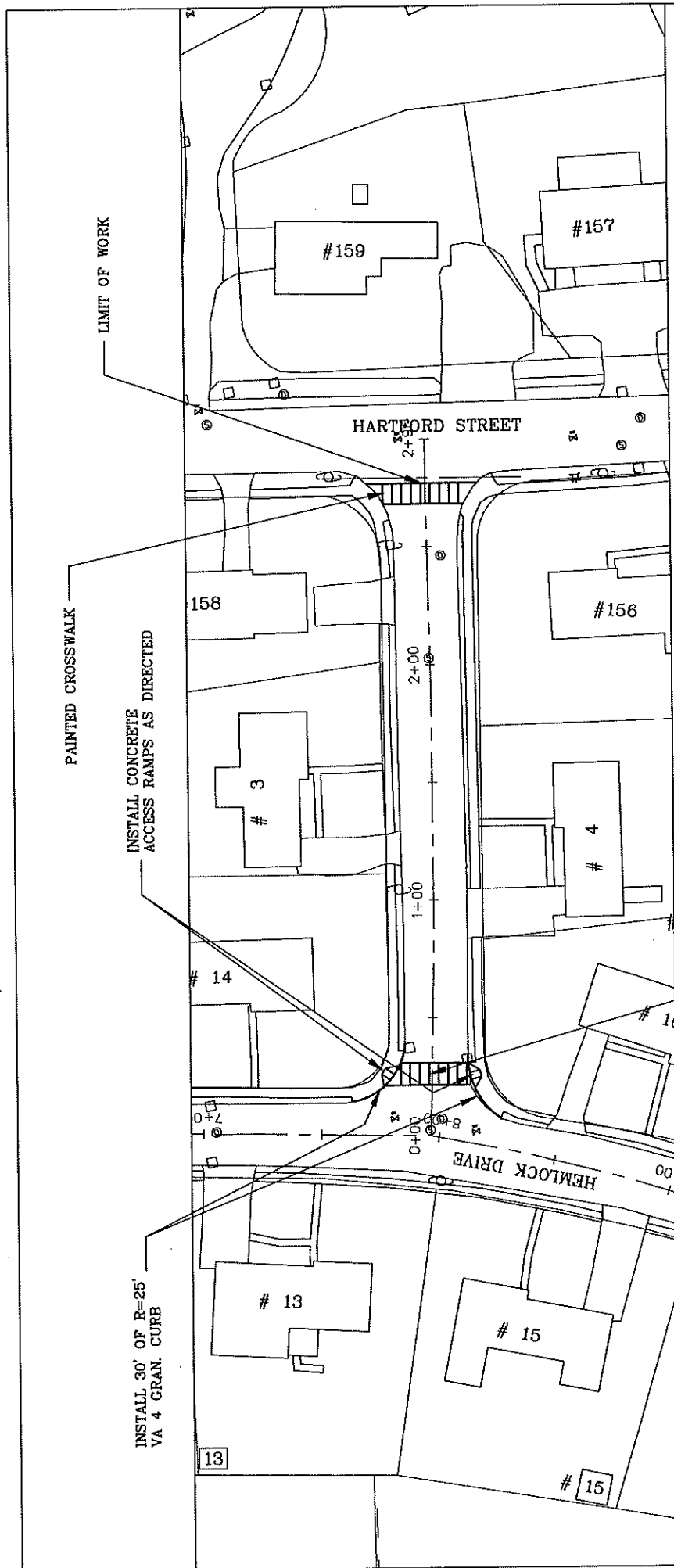
\_\_\_\_\_  
Printed Name

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

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

717304v1





NOTES:

1. MILL 1.5" FROM ROADWAY SURFACE STA 0+00- STA 2+76
2. PATCH EXISTING TRENCHES AS DIRECTED
3. INSTALL VERTICAL GRANITE CURBING AT ACCESS RAMPS
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. PLACE 1.5" TOP WEARING SURFACE OF BIT. CONC PAVEMENT
7. INSTALL 5' WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
8. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01900

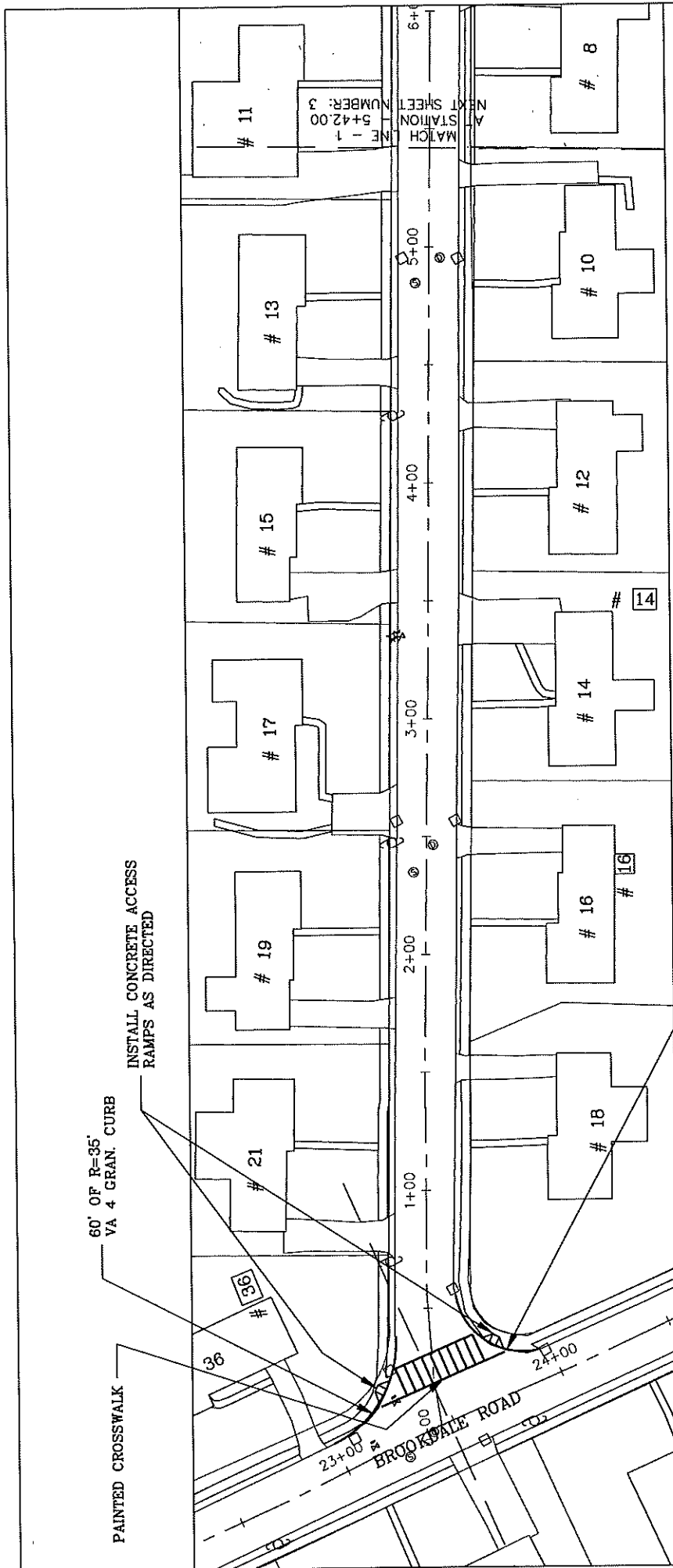
ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

GIBSON ROAD

DATE: 4/10/2019  
BY: JBH







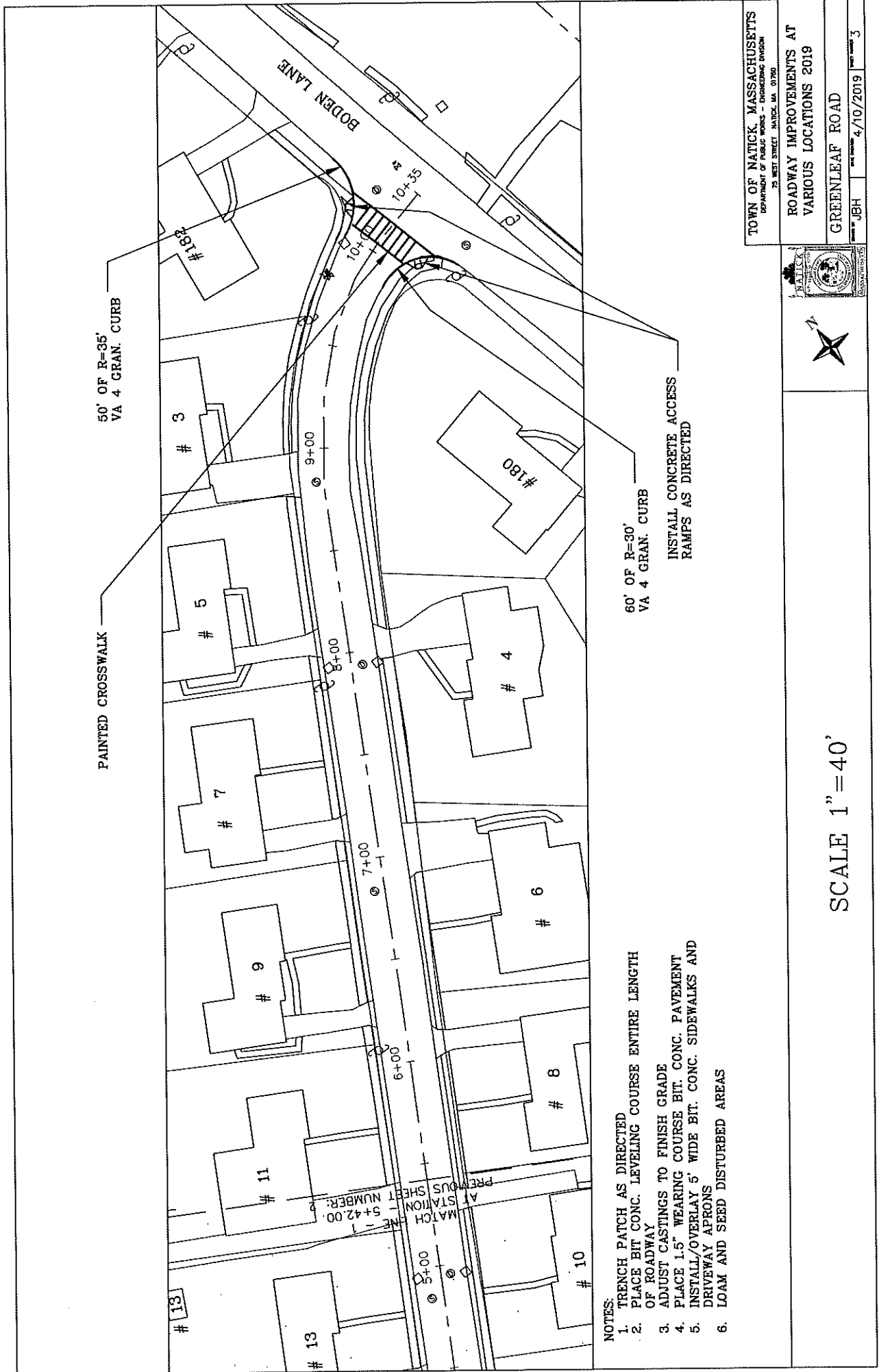
- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
  3. ADJUST CASTINGS TO FINISH GRADE
  4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
  5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'

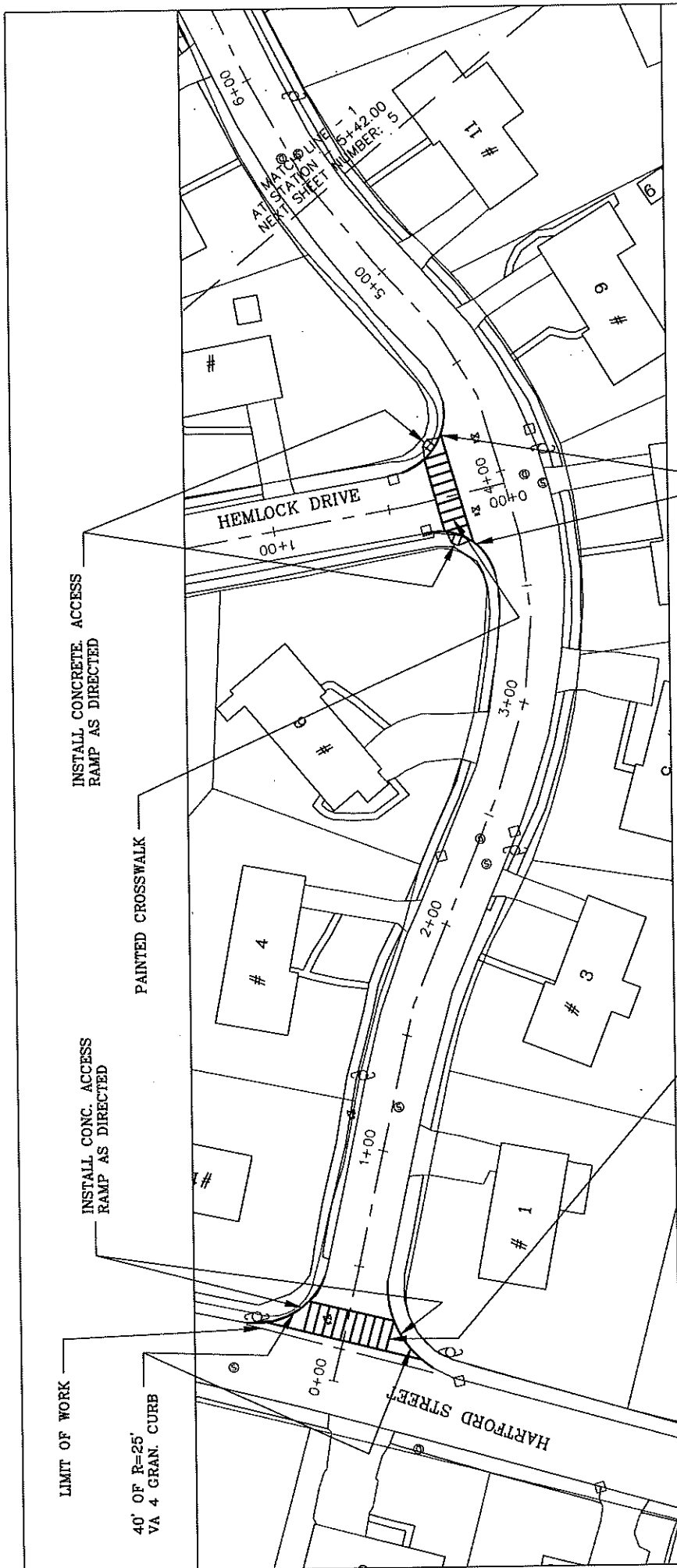


TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01940	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
GREENLEAF ROAD	
DATE: 4/10/2019	SHEET: 2



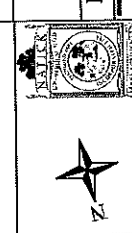






- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
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  5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1" = 40'



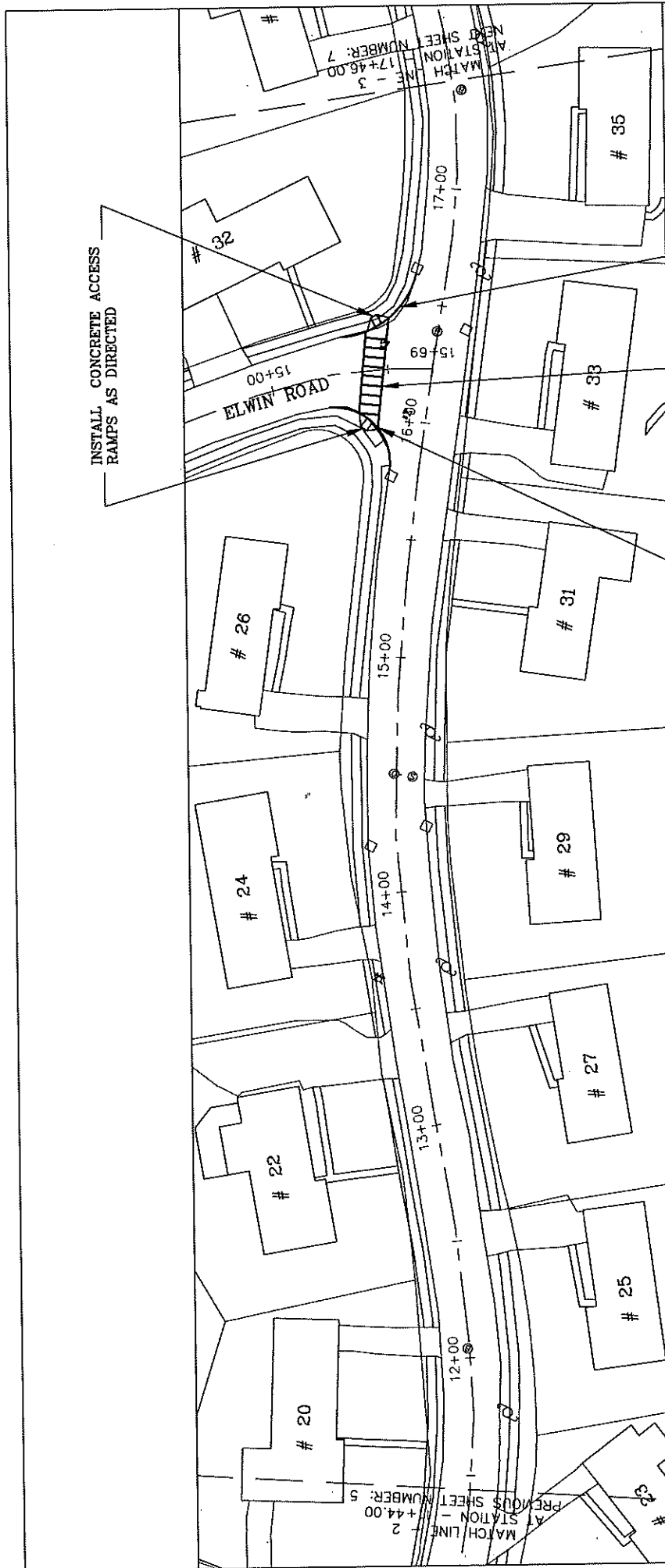
TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01760	ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	BROOKDALE ROAD	JBH	4/10/2019	4
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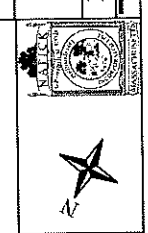






- NOTES (STA 6+50-21+00)
1. RECLAIM BASE COURSE
  2. PLACE 3" BINDER COURSE OF BIT CONC. PAVEMENT
  3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
  4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
  5. ADJUST CASTINGS TO FINISH GRADES
  6. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
  7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



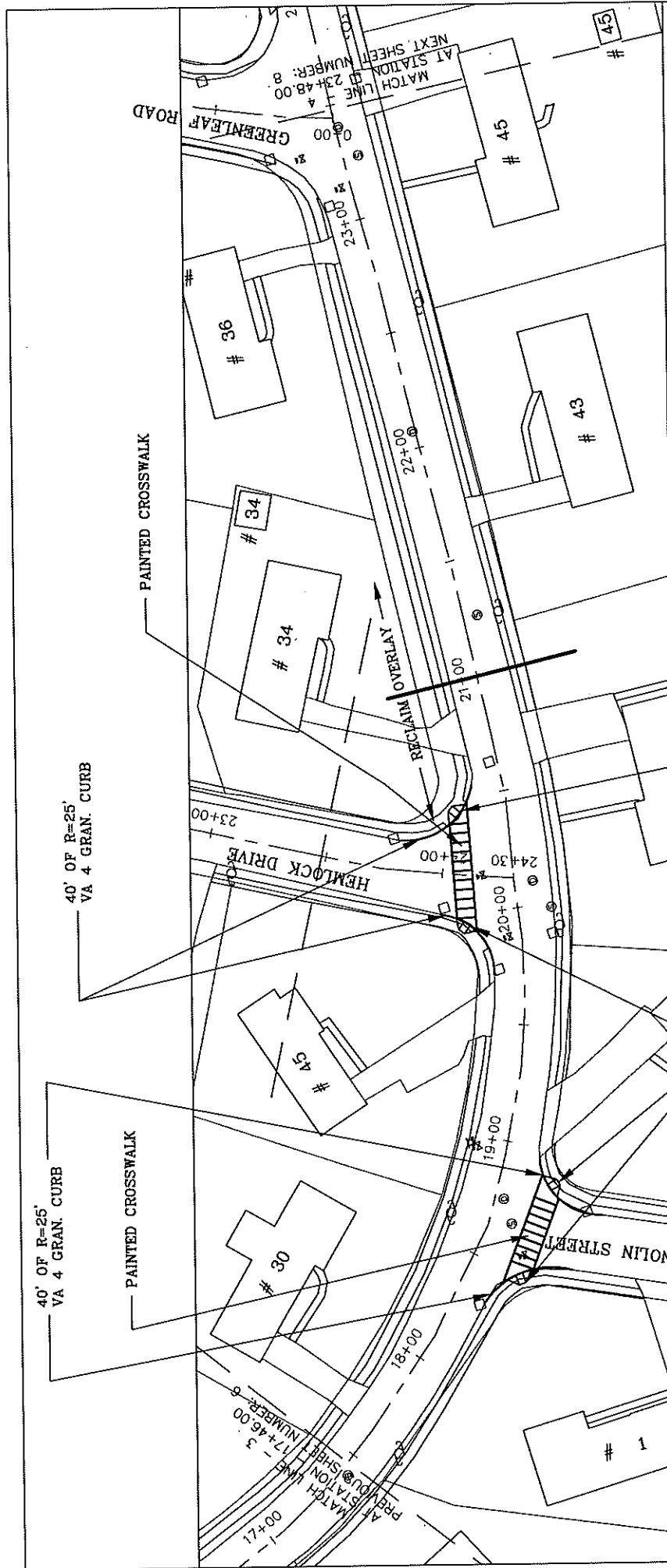
TOWN OF NATICK, MASSACHUSETTS  
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
 75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT  
 VARIOUS LOCATIONS 2019

BROOKDALE ROAD

J.B.H. 4/10/2019 6





NOTES (STA 6+50-21+00)

1. RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
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6. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

NOTES (STA 0-6+50, STA 21+00-26+50)

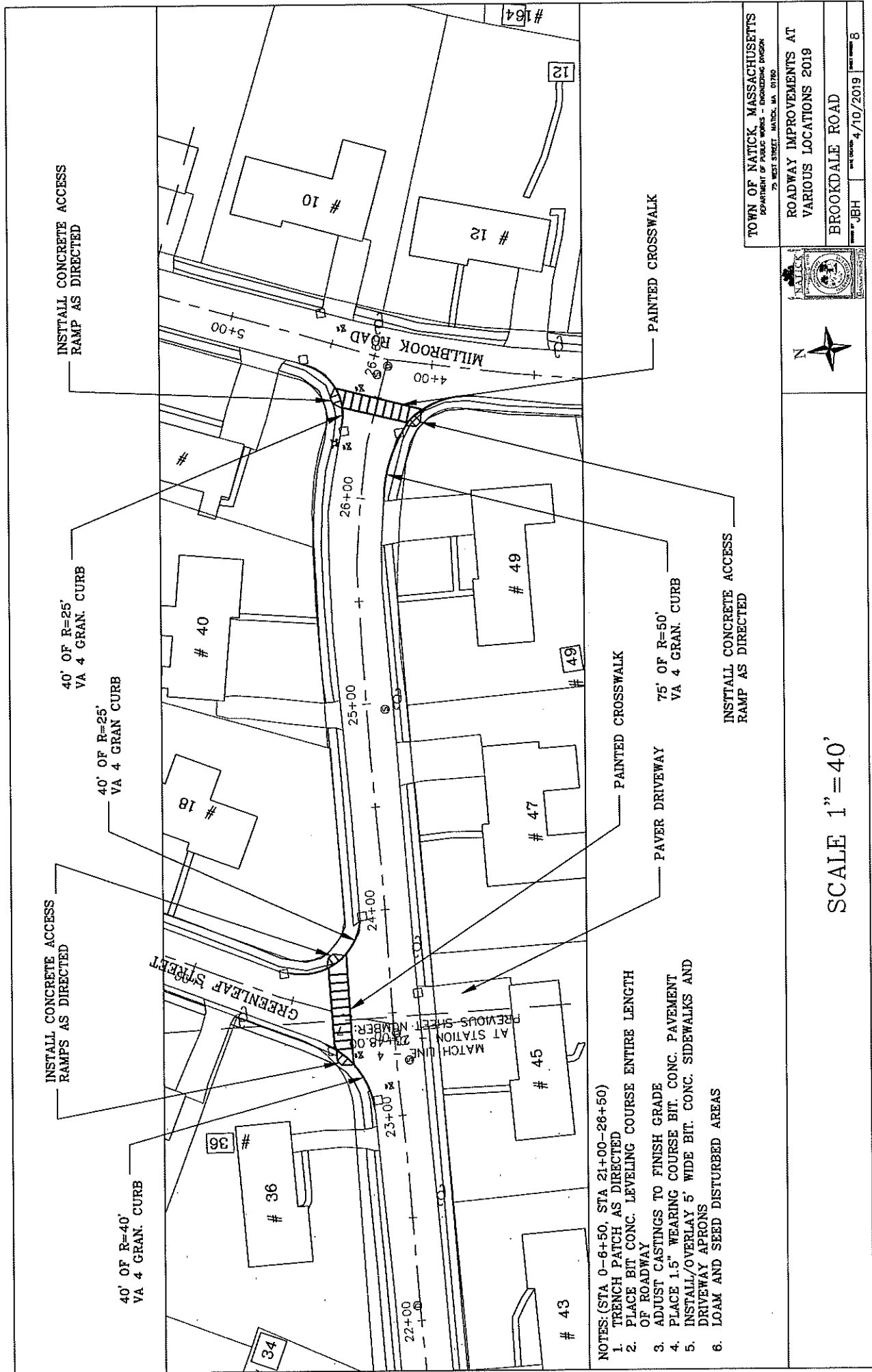
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2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
3. ADJUST CASTINGS TO FINISH GRADE
4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
6. LOAM AND SEED DISTURBED AREAS



SCALE 1" = 40'

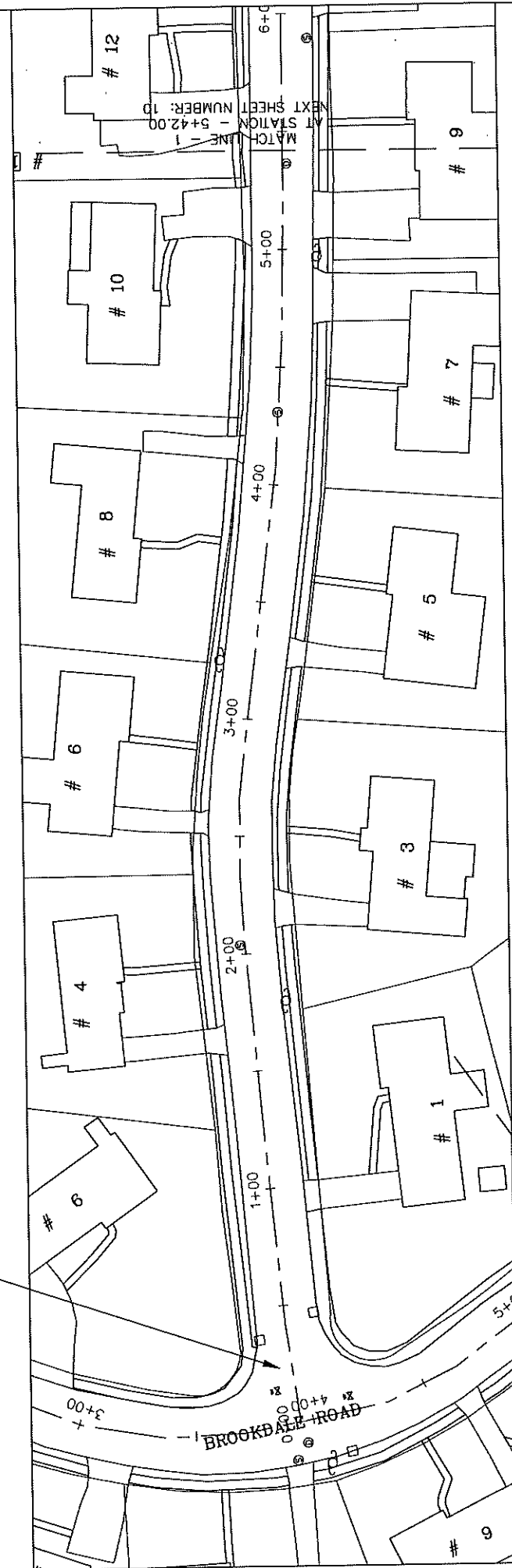
TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
70 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
BROOKDALE ROAD	
DATE	4/10/2019
BY	JBH
CHECKED	
SCALE	1" = 40'
SHEET	7







SEE BROOKDALE ROAD SHEET #4  
FOR INTERSECTION DETAILS



- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
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  6. LOAM AND SEED DISTURBED AREAS

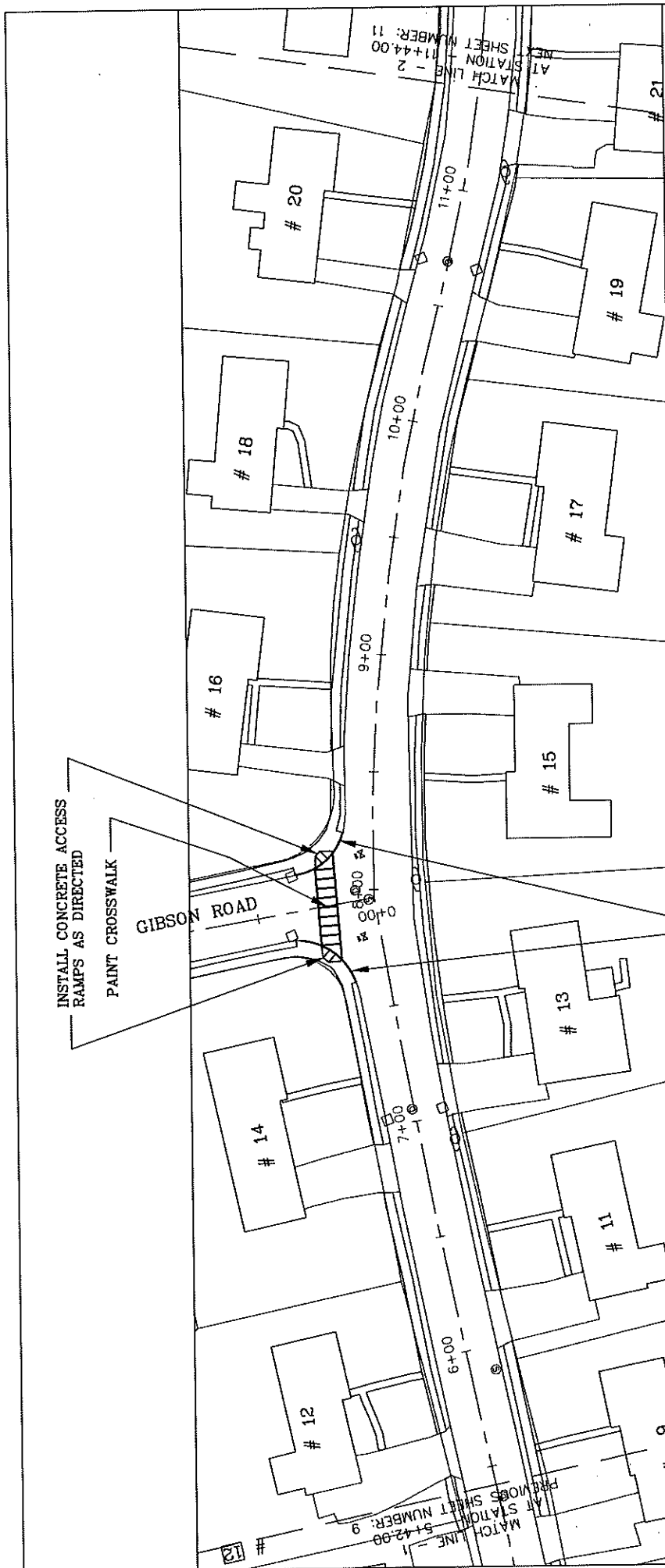


SCALE 1" = 40'

TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	
HEMLOCK DRIVE	
DATE: 4/10/2019	SHEET: 9







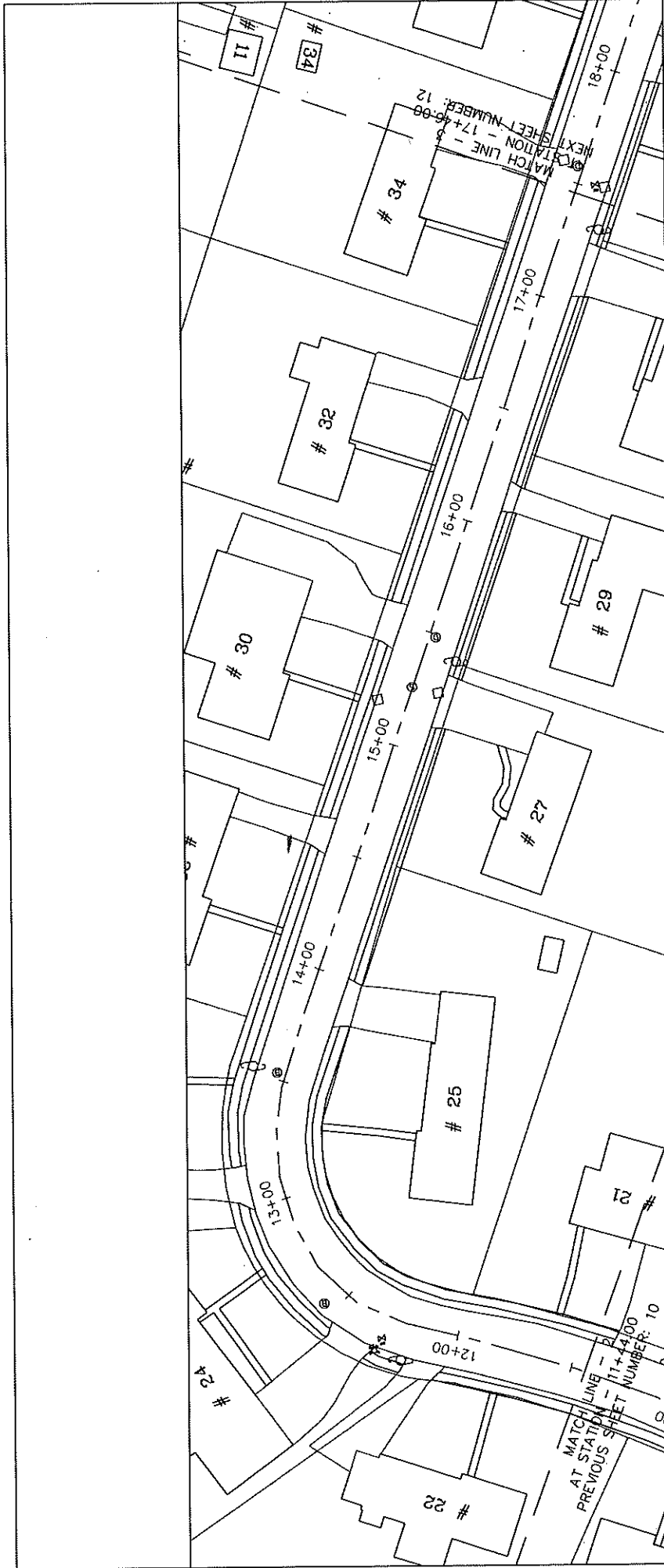
- NOTES:
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  6. LOAM AND SEED DISTURBED AREAS



SCALE 1" = 40'

TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
HEMLOCK DRIVE	
JBH	4/10/2019
SHEET 10	





- NOTES:
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SCALE 1"=40'



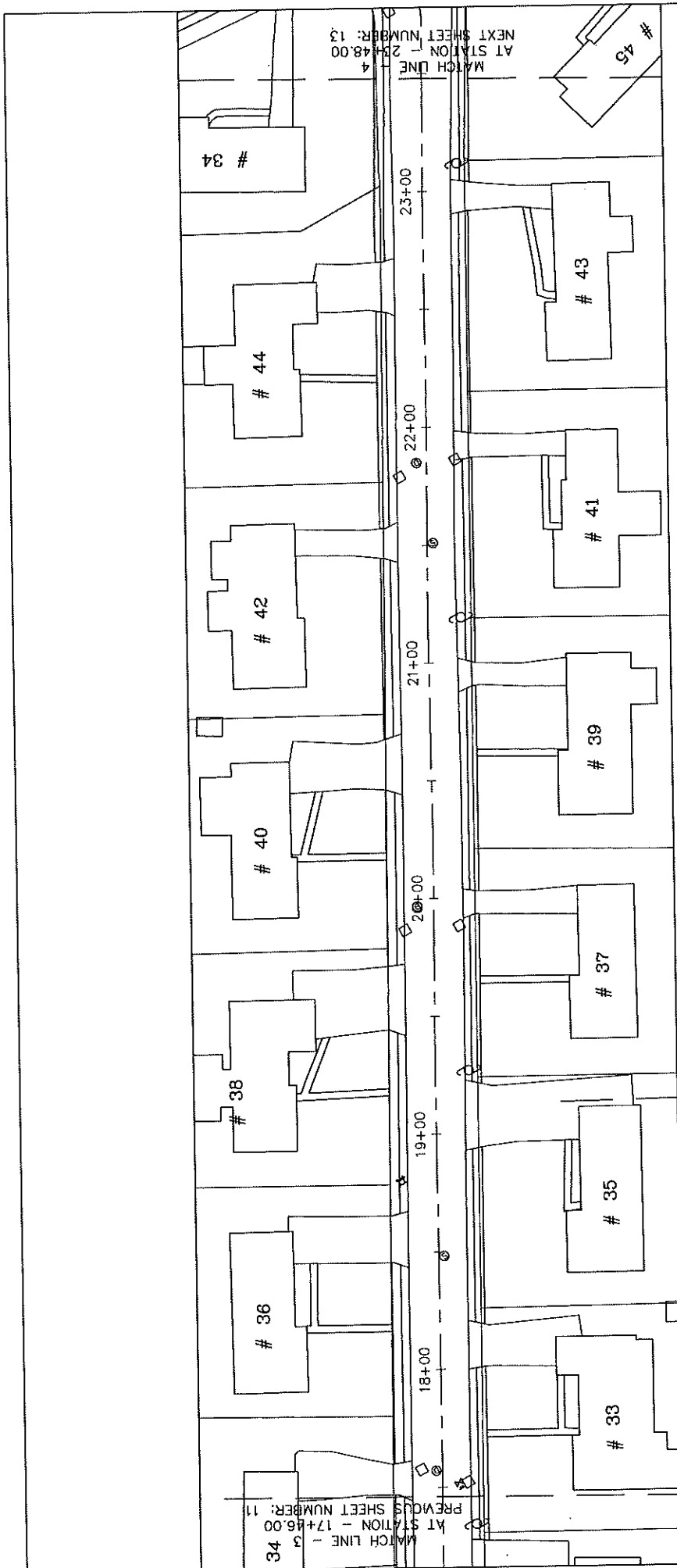
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

HEMLOCK DRIVE

DATE: 4/10/2019  
DRAWN BY: JBH  
SCALE: 1"=40'





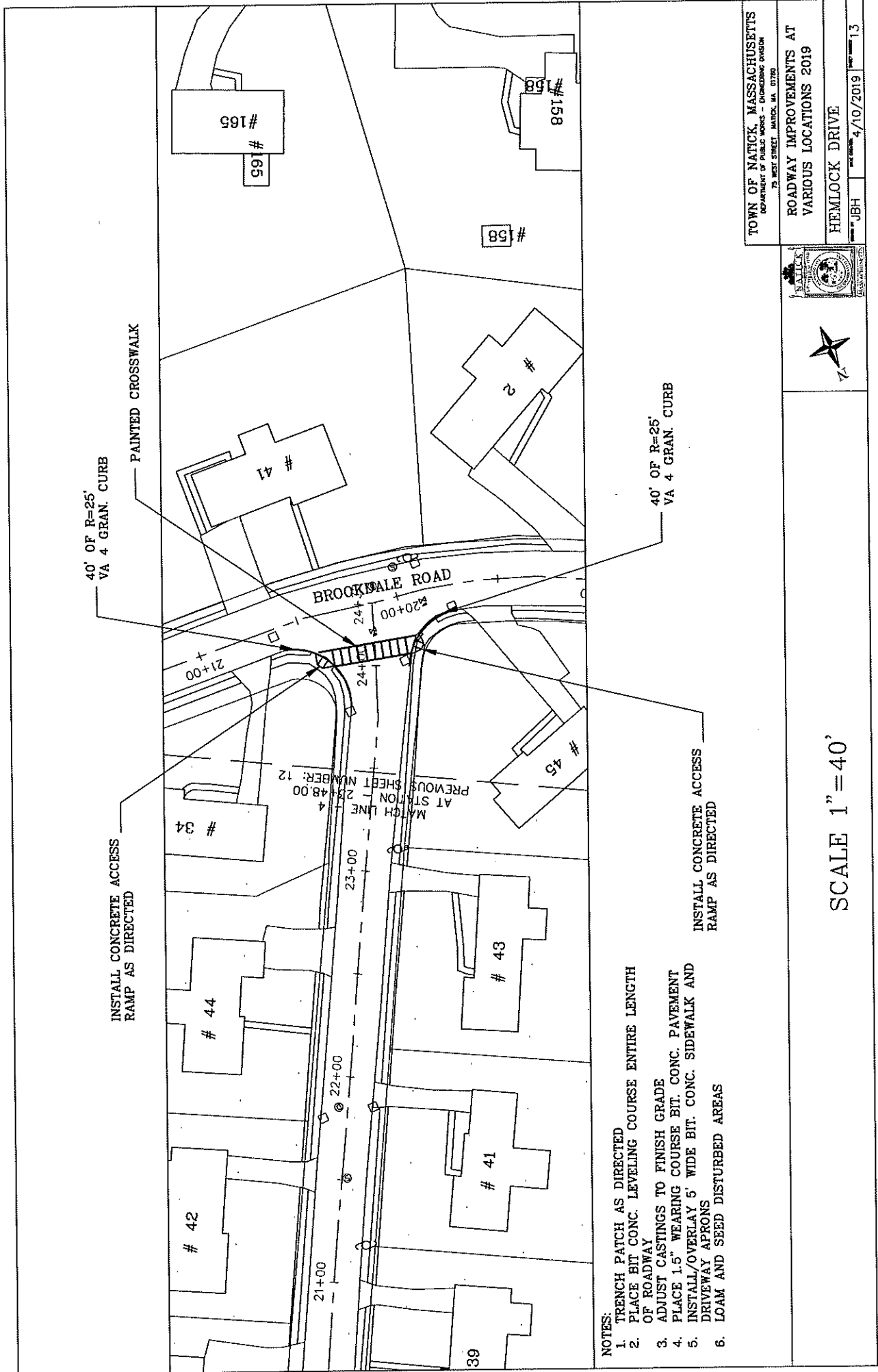
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SCALE 1" = 40'



TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	
HEMLOCK DRIVE	
DATE: 04/01/2019	BY: JBH
SHEET 12	





- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
  3. ADJUST CASTINGS TO FINISH GRADE
  4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
  5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALK AND DRIVEWAY APRONS
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



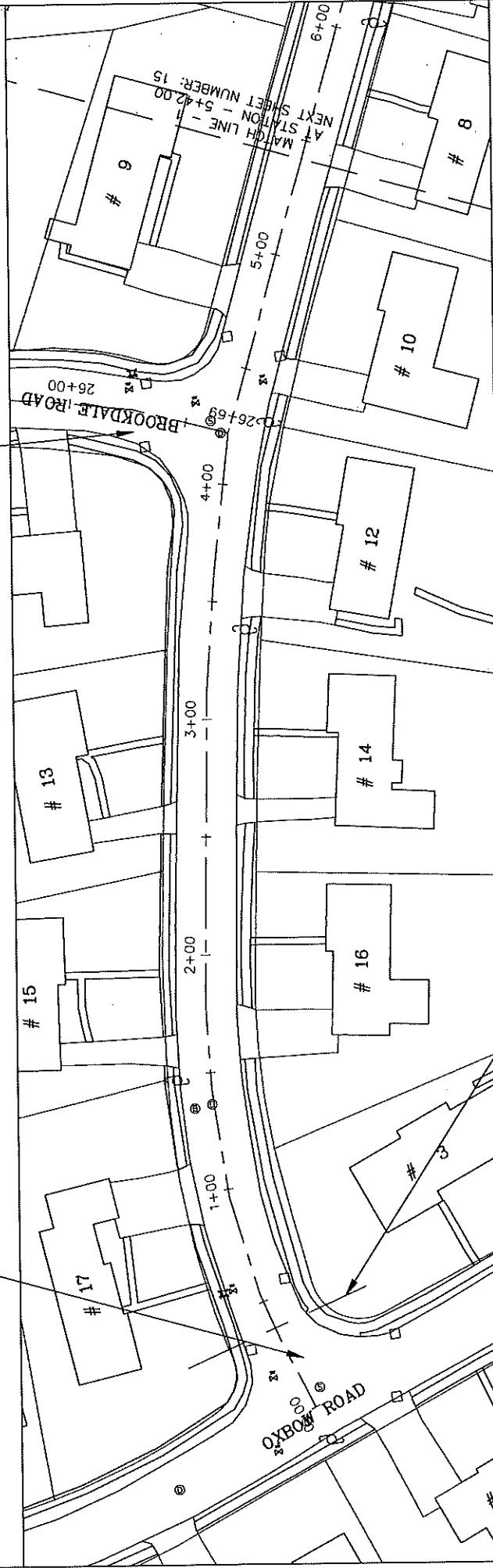
TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
PROJECT	ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019
DRAWN BY	JBH
CHECKED BY	
DATE	4/10/2019
SHEET NO.	13





SEE BROOKDALE ROAD SHEET #8  
FOR INTERSECTION DETAILS

RETAIN EXISTING RAMPS  
AND CROSSWALKS



NOTES:

1. MILL 1.5" FROM ROADWAY SURFACE
2. PATCH EXISTING TRENCHES AS DIRECTED
3. INSTALL VERTICAL GRANITE CURBING AT ACCESS RAMPS
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. PLACE 1.5" TOP WEARING SURFACE OF BIT. CONC PAVEMENT
7. INSTALL 5' WIDE BIT CONC. SIDEWALKS & DRIVEWAY APRONS
8. LOAM AND SEED DISTURBED AREAS

— LIMIT OF WORK



SCALE 1"=40'

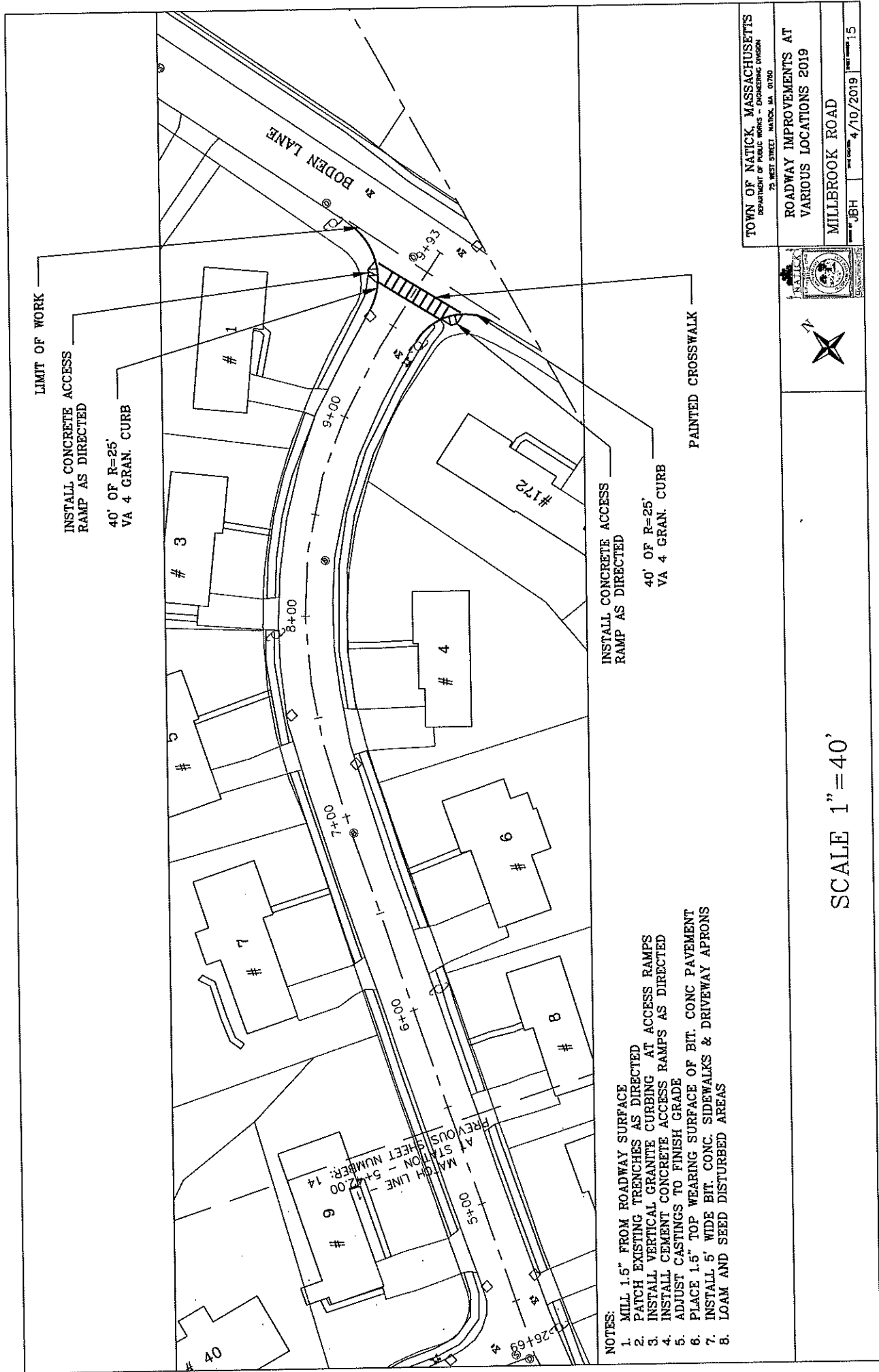
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01750

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

MILLBROOK ROAD

DATE: 4/10/2019  
BY: JBH  
SHEET 14

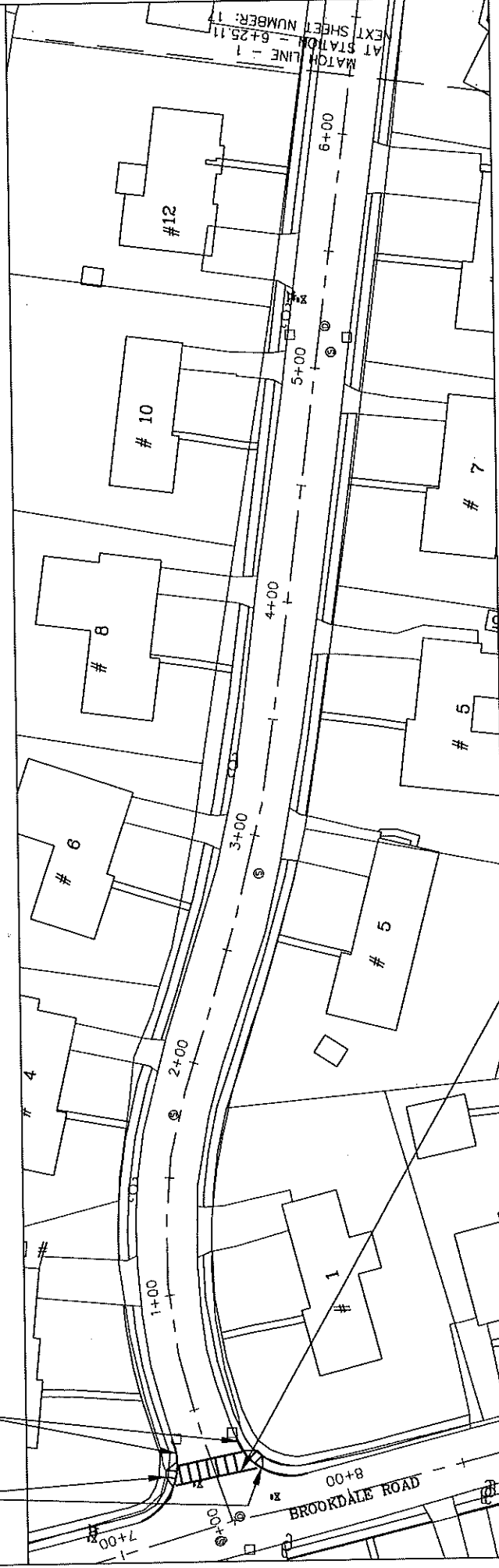






INSTALL CONCRETE ACCESS  
RAMP AS DIRECTED

40' OF R=25'  
VA 4 GRAN CURB



NOTES:

1. TRENCH PATCH AS DIRECTED
2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
3. ADJUST CASTINGS TO FINISH GRADE
4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALK AND DRIVEWAY APRONS
6. LOAM AND SEED DISTURBED AREAS

PAINTED CROSSWALK

SCALE 1"=40'



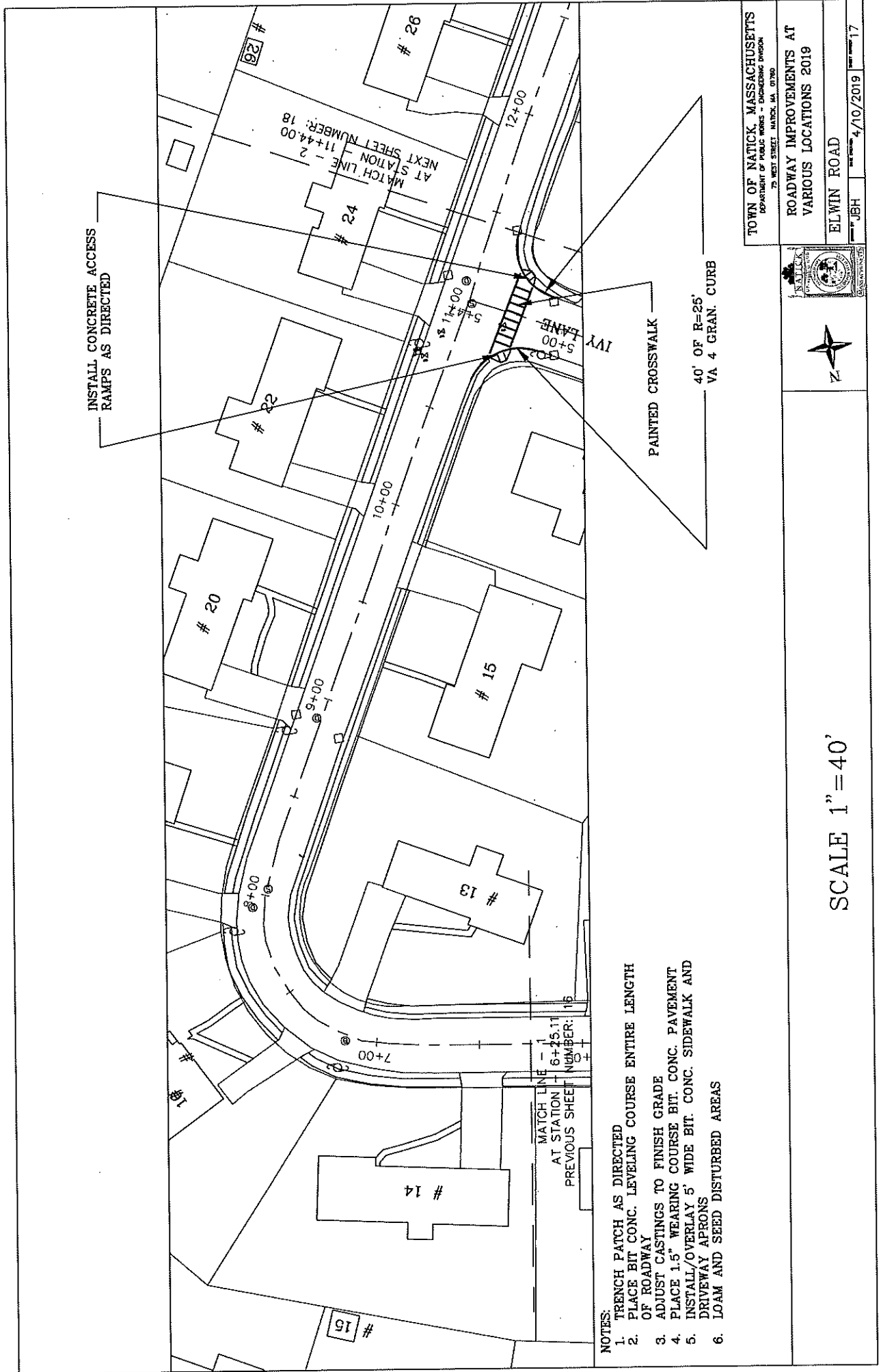
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

ELWIN ROAD

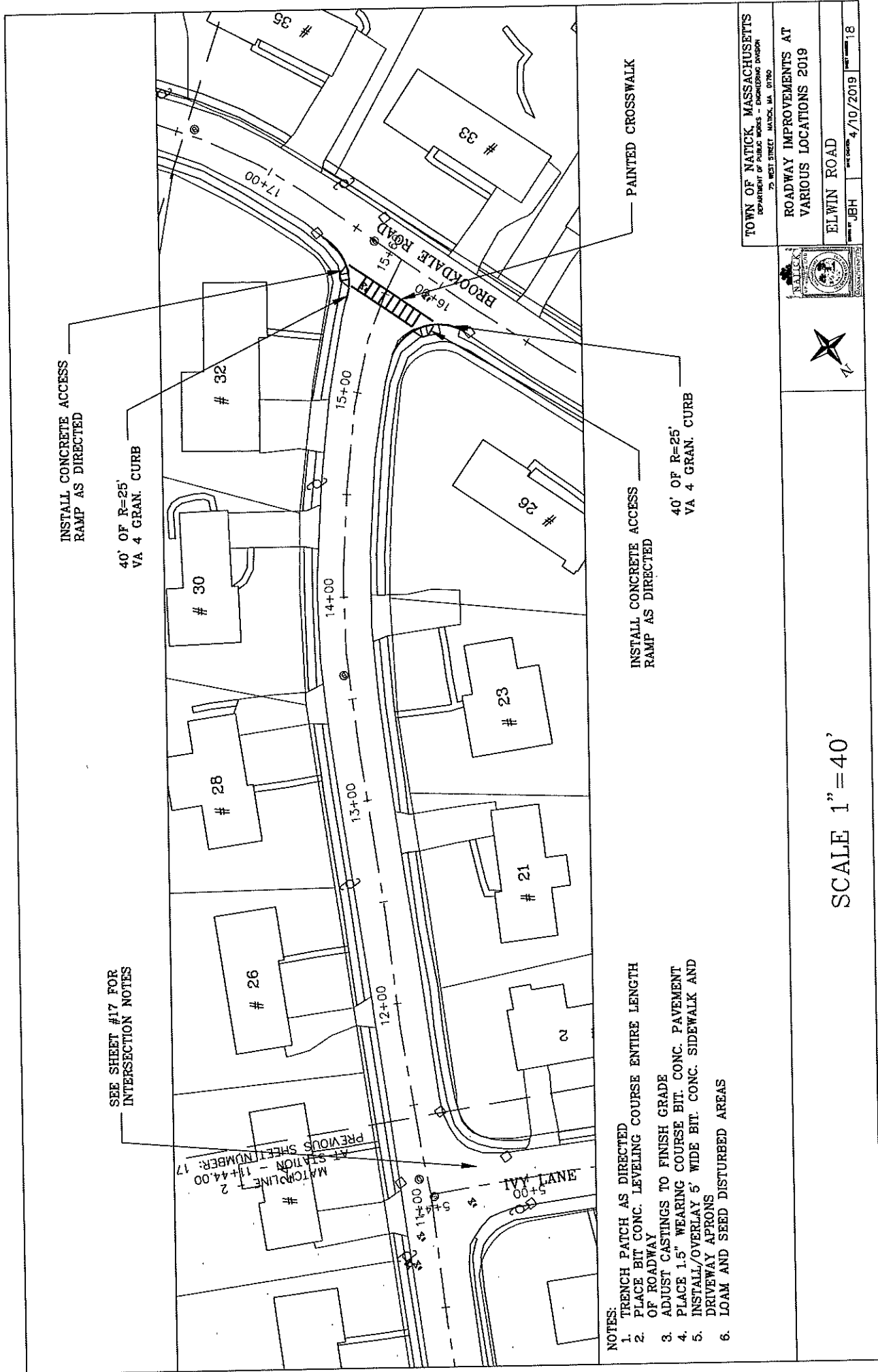
DATE: 4/10/2019  
BY: JBH  
SHEET: 16



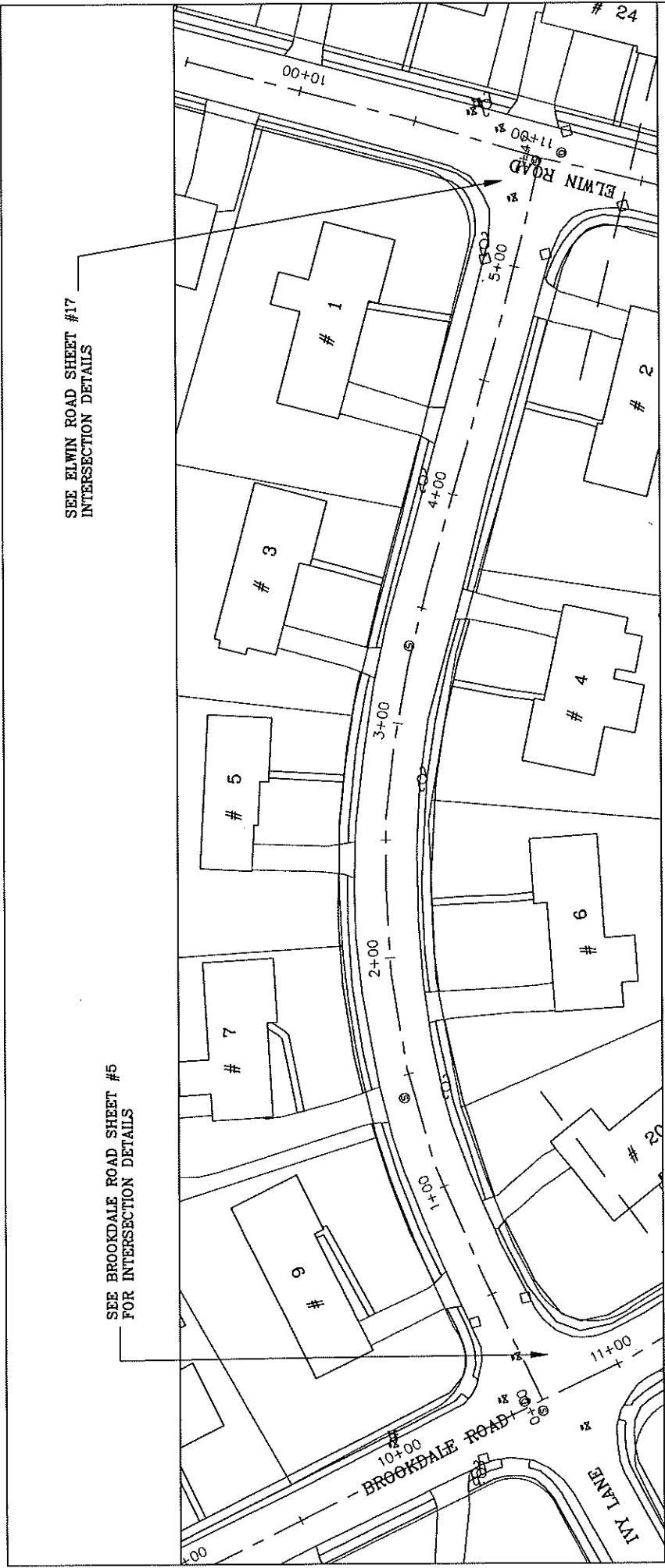












NOTES:

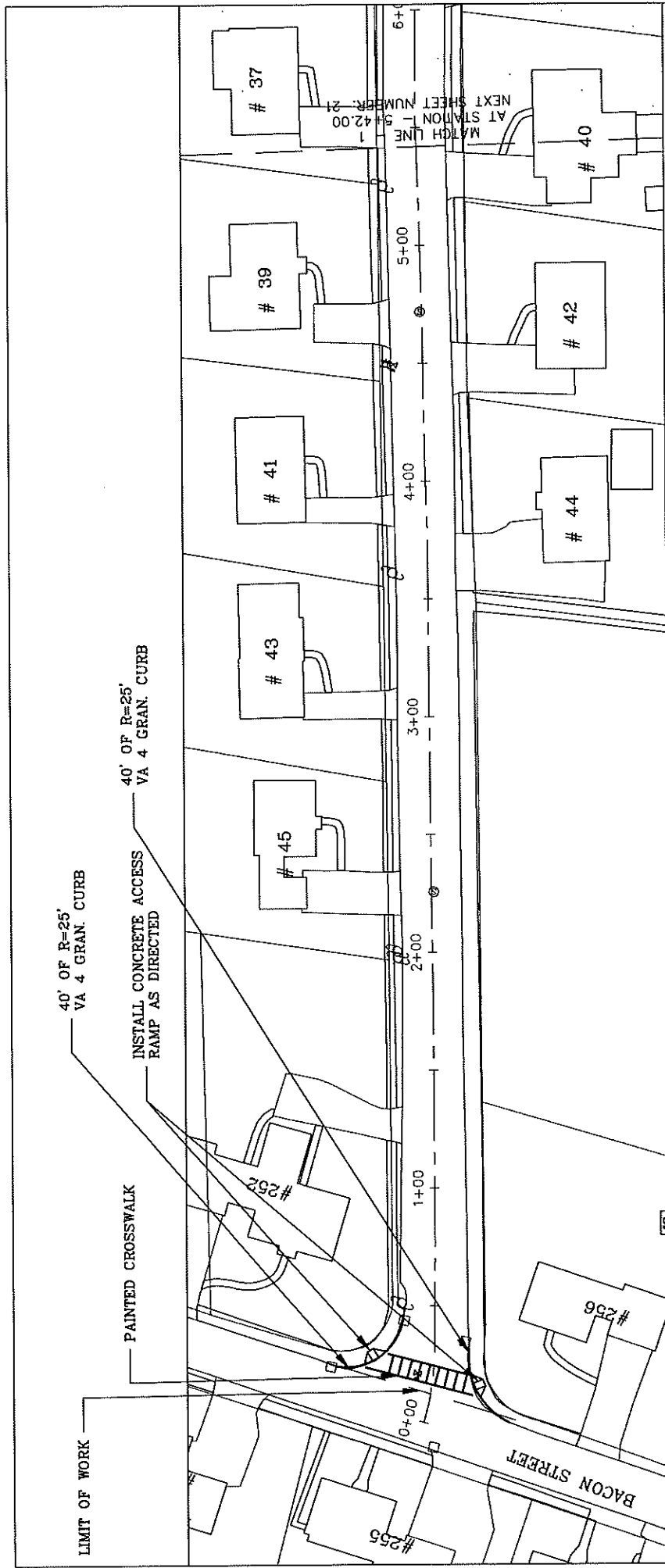
1. MILL 1.5" FROM ROADWAY SURFACE
2. PATCH EXISTING TRENCHES AS DIRECTED
3. INSTALL VERTICAL GRANITE CURBING AT ACCESS RAMPS
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. PLACE 1.5" TOP WEARING SURFACE OF BIT. CONC PAVEMENT
7. INSTALL 5' WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
8. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
IVY LANE	
DESIGNED BY: JBH	DATE: 4/10/2019
DRAWN BY: JBH	SHEET: 19





NOTES:

1. FRANCONIA AVE STA 0+15 - STA 21+10 RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



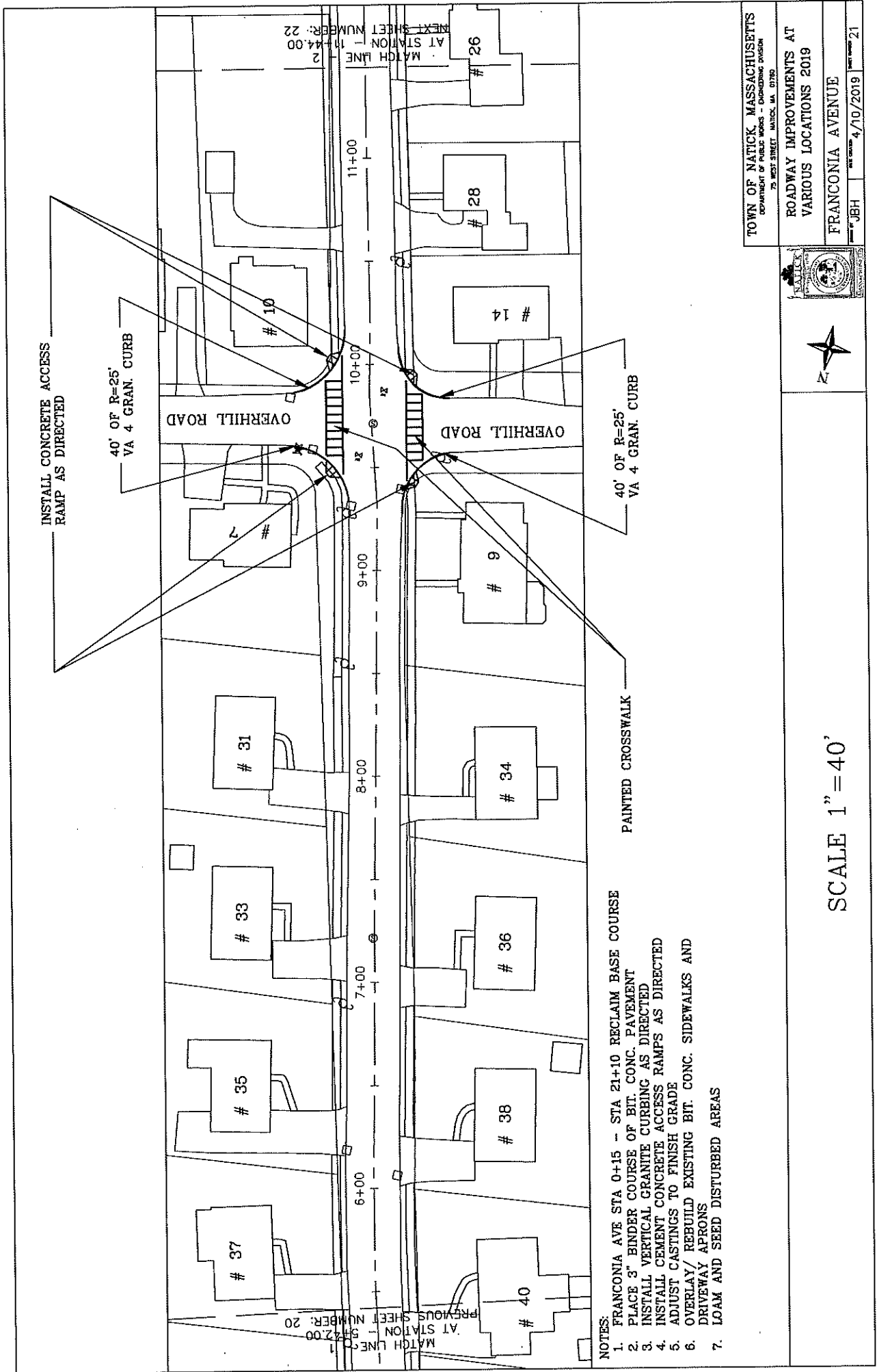
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

FRANCONIA AVENUE

DATE: 4/10/2019  
BY: JBH  
SHEET: 20





- NOTES:
1. FRANCONIA AVE STA 0+15 - STA 21+10 RECLAIM BASE COURSE
  2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
  3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
  4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
  5. ADJUST CASTINGS TO FINISH GRADE
  6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
  7. LOAM AND SEED DISTURBED AREAS

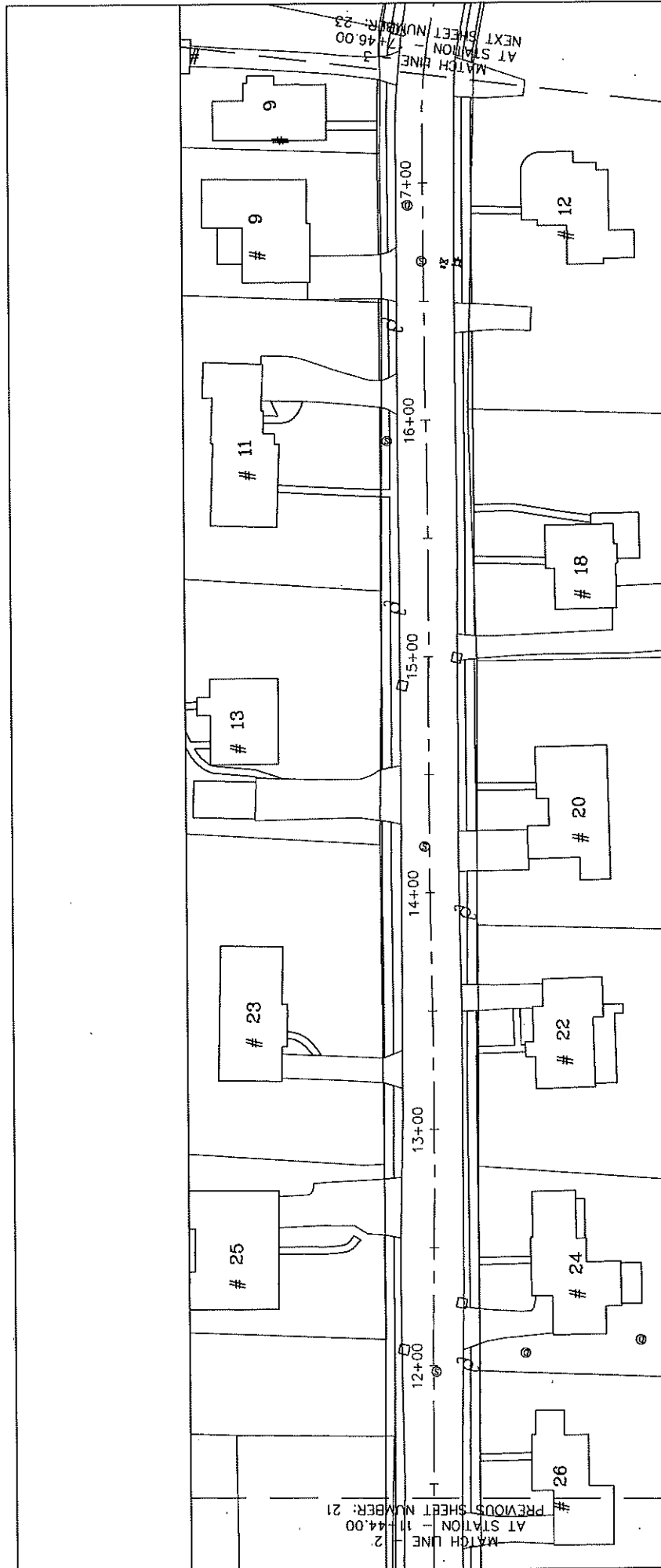
SCALE 1" = 40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
FRANCONIA AVENUE	
DESIGNED BY: JBH	DATE: 4/10/2019
DRAWN BY: JBH	SHEET NO. 21







NOTES:

1. FRANCONIA AVE STA 0+15 - STA 21+10 RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

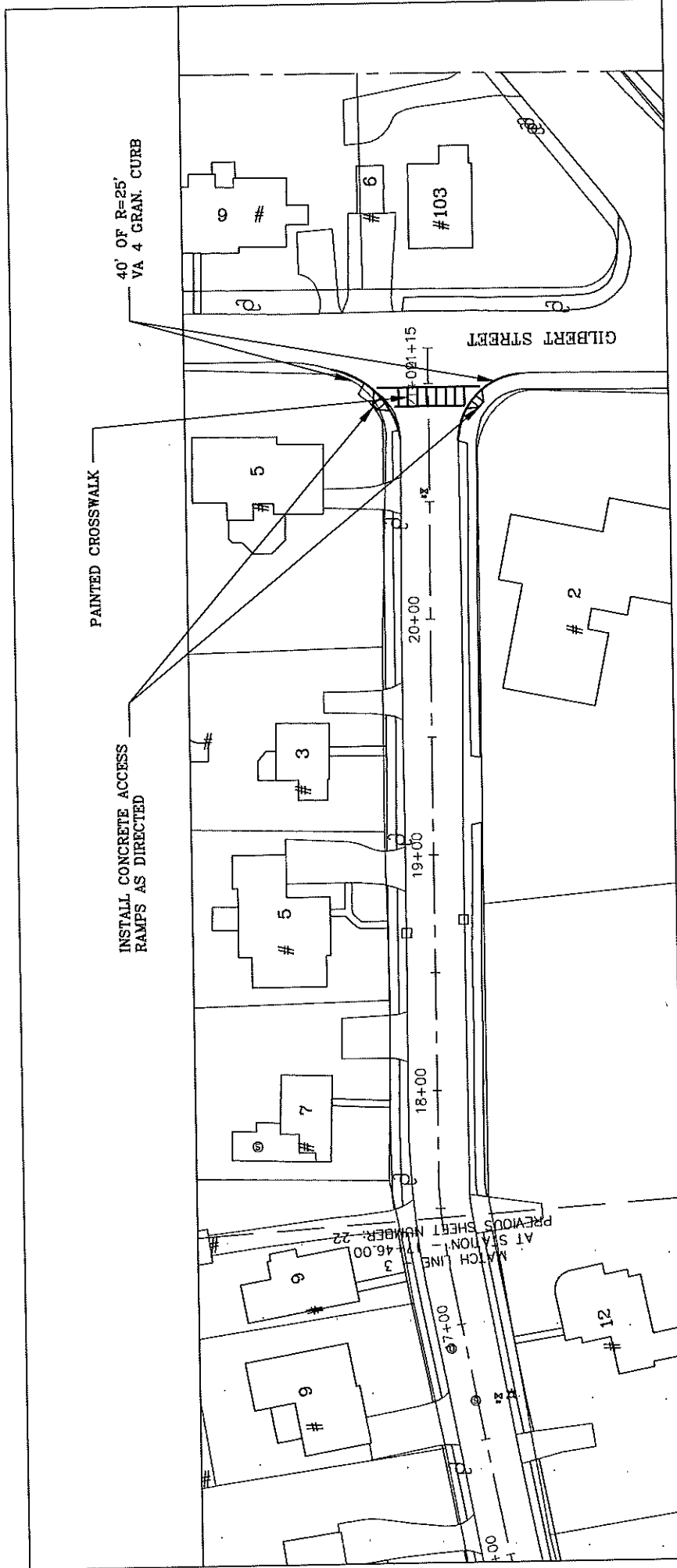
FRANCONIA AVENUE

DATE: 4/10/2019  
DRAWN BY: JBH  
SHEET NUMBER: 22

MATCH LINE - 21  
AT STATION - 11+44.00  
PREVIOUS SHEET NUMBER: 21

MATCH LINE  
AT STATION - 21+46.00  
NEXT SHEET NUMBER: 22





NOTES:

1. FRANCONIA AVE STA 0+15 - STA 21+10 RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



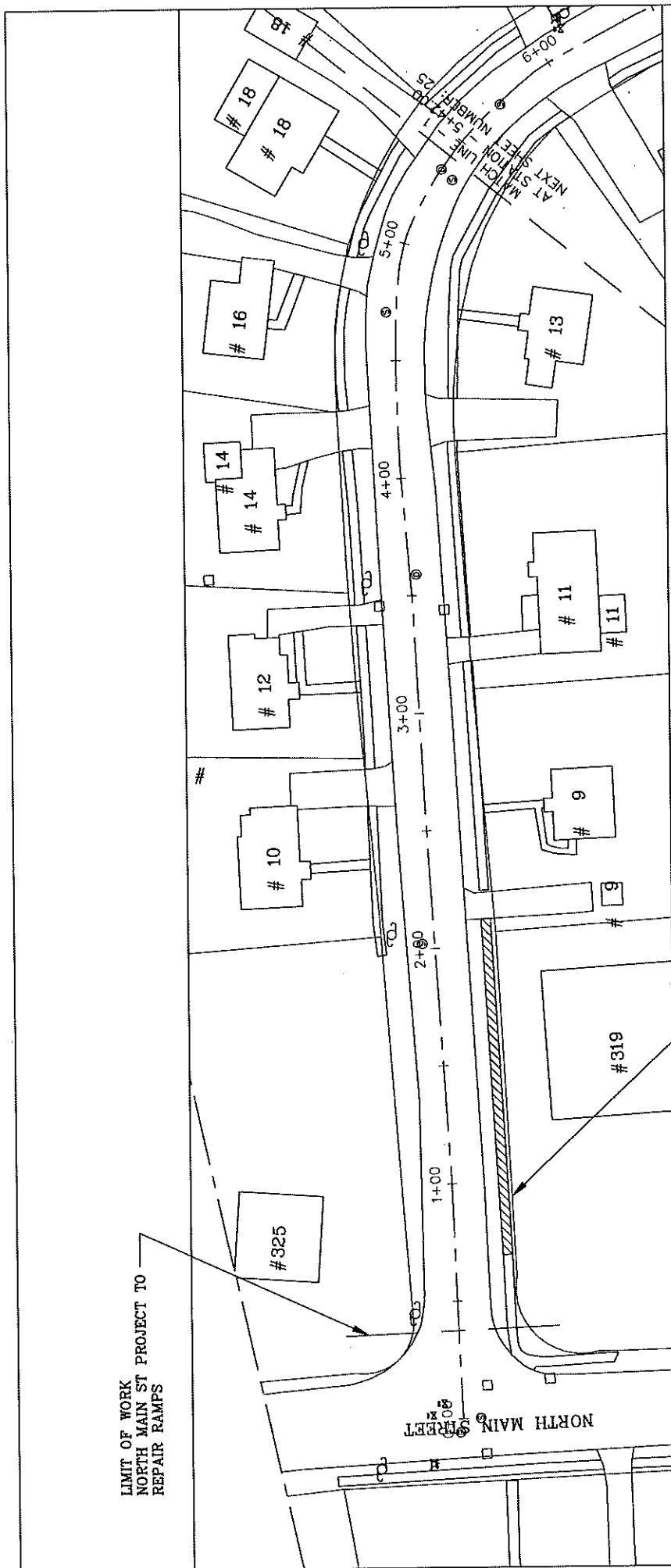
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01750

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

FRANCONIA AVENUE

DATE: 4/10/2019  
BY: JBH  
SHEET: 23





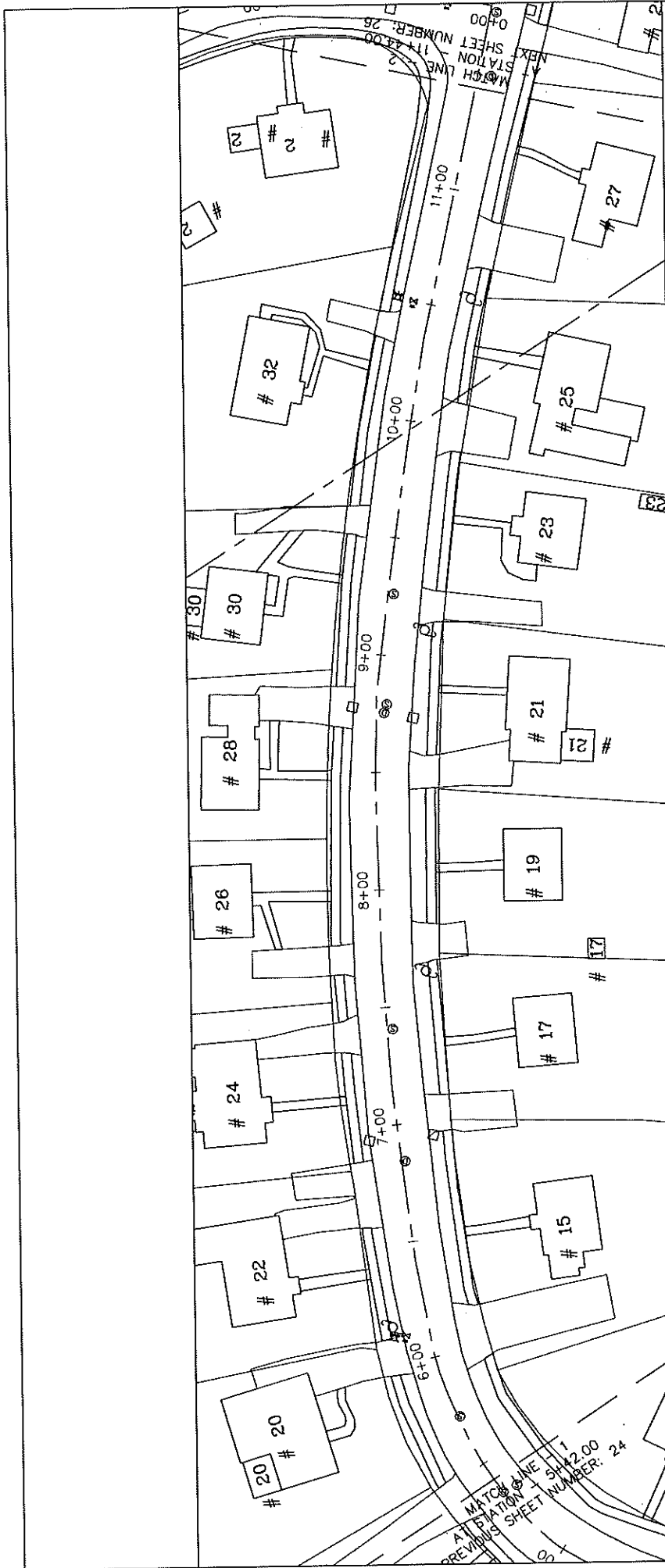
- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01740	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	
STRATFORD ROAD	
DATE: 4/10/2019	BY: JEH
	24





- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS

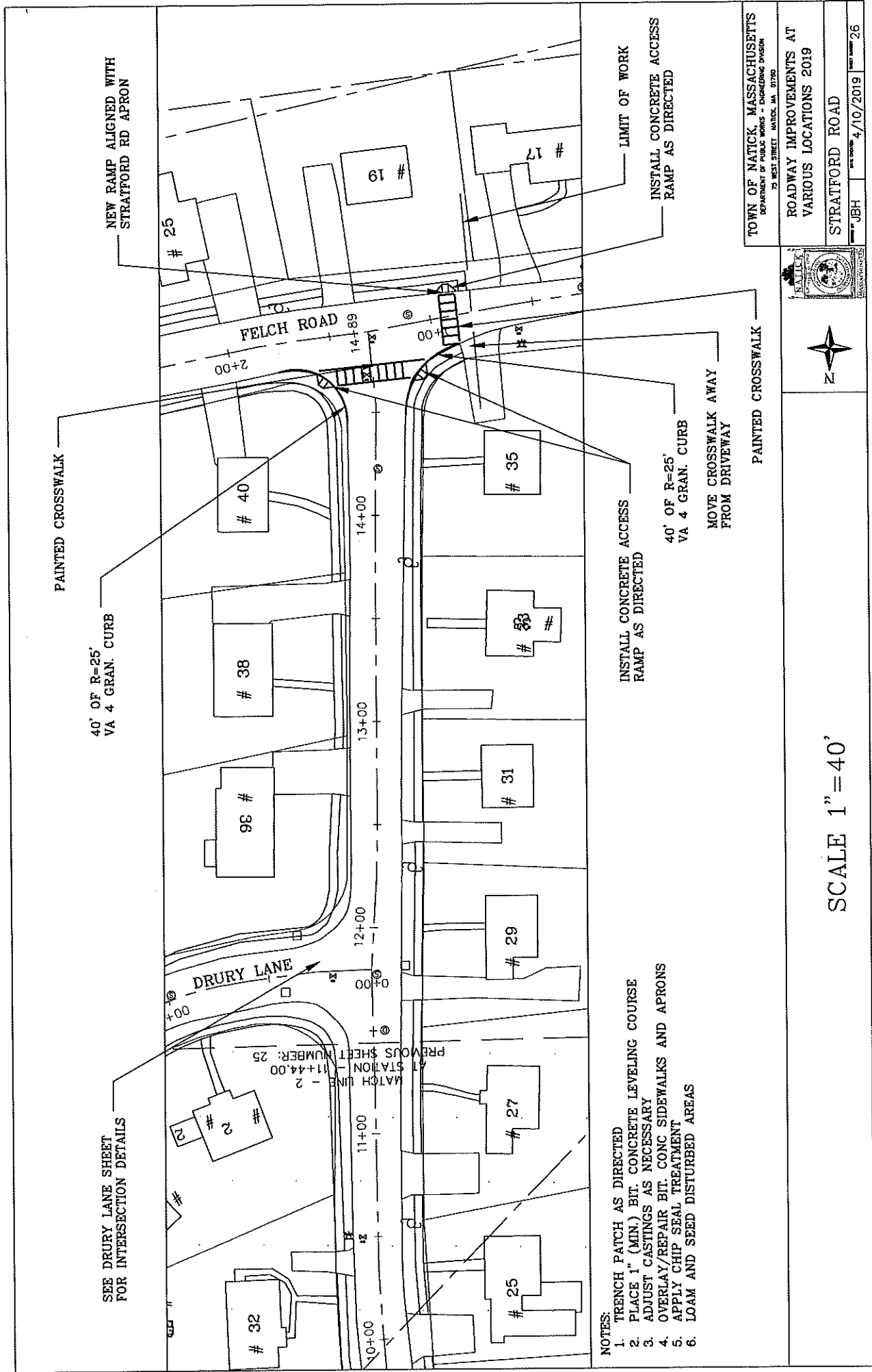
SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
STRATFORD ROAD	
DATE: 4/10/2019	SHEET: 25
BY: JBH	







- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'

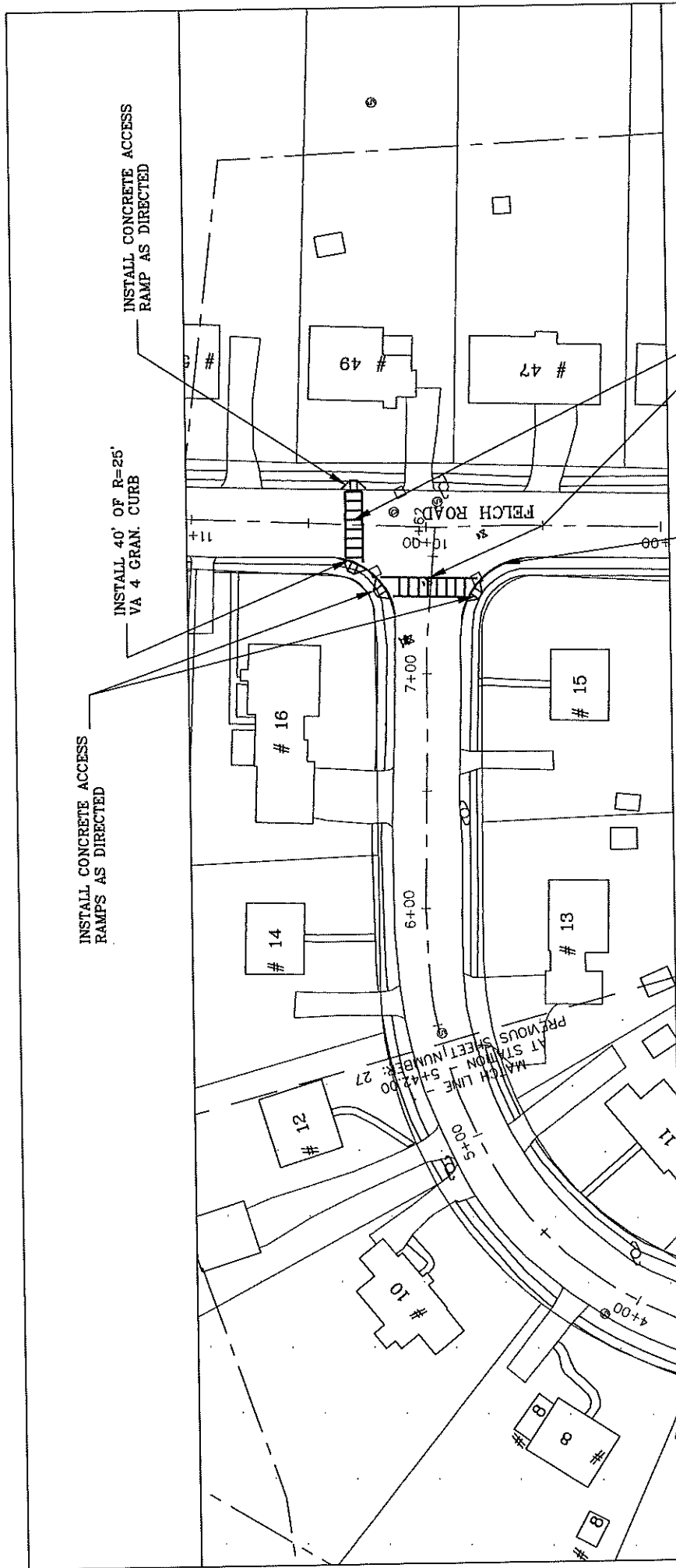


TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	DATE: 4/10/2019
STRATFORD ROAD	BY: JBH
	NEW SHEET: 26









NOTES:

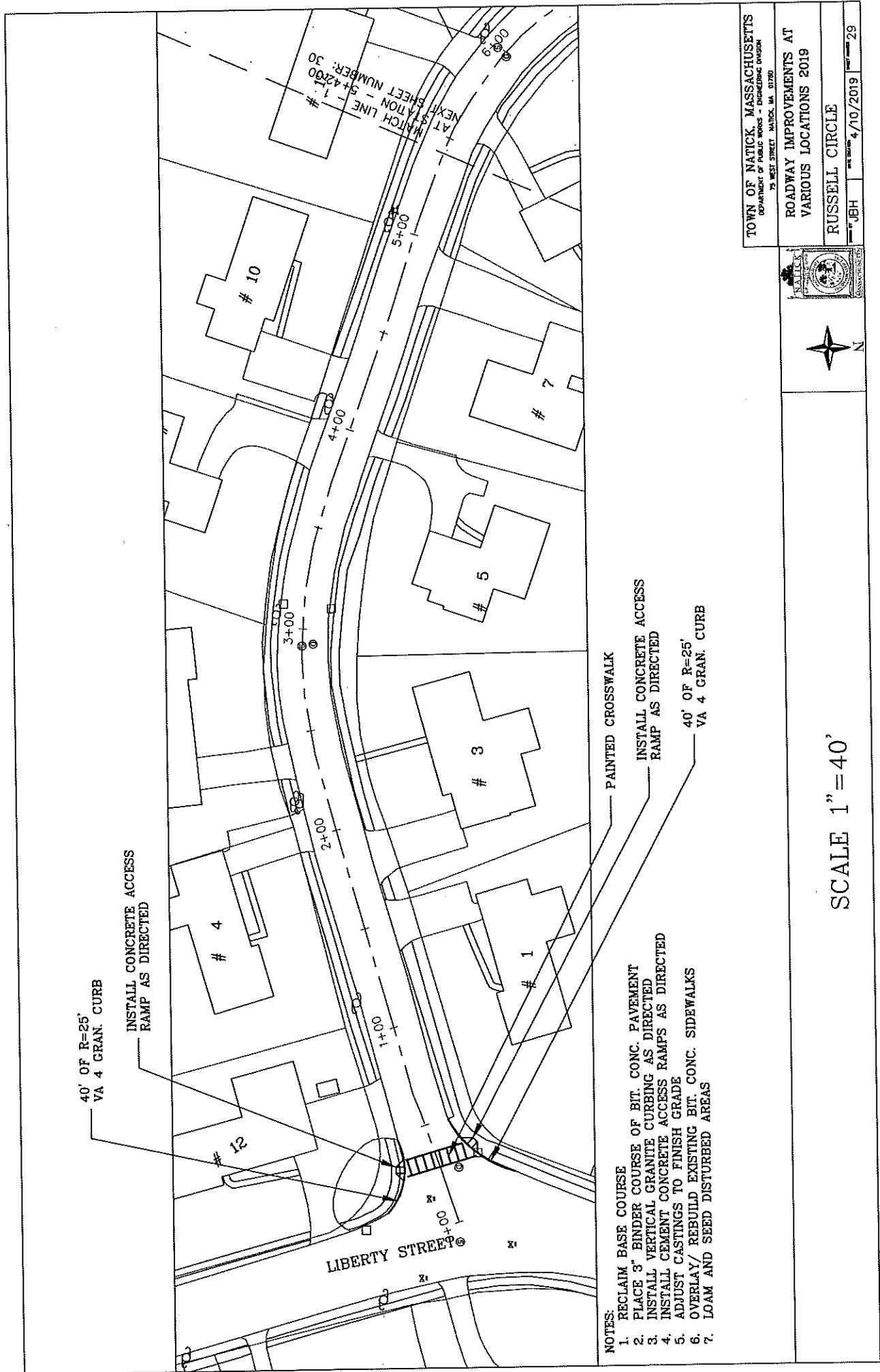
1. RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS
7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
DRURY LANE	
JBH	4/10/2019
28	











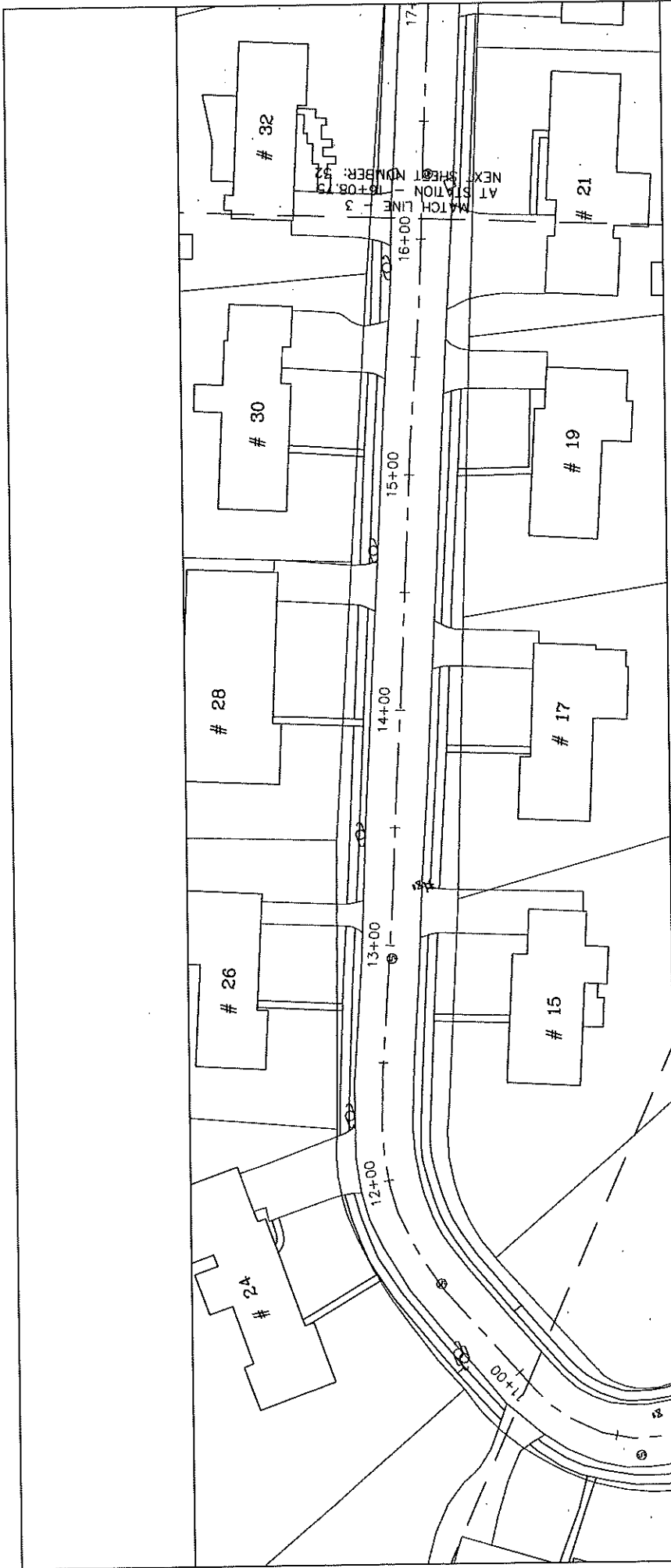
- NOTES:
1. RECLAIM BASE COURSE
  2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
  3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
  4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
  5. ADJUST CASTINGS TO FINISH GRADE
  6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS
  7. LOAM AND SEED DISTURBED AREAS

SCALE 1" = 40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01720	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
RUSSELL CIRCLE	
DATE: 4/10/2019	SHEET: 30
BY: JBH	





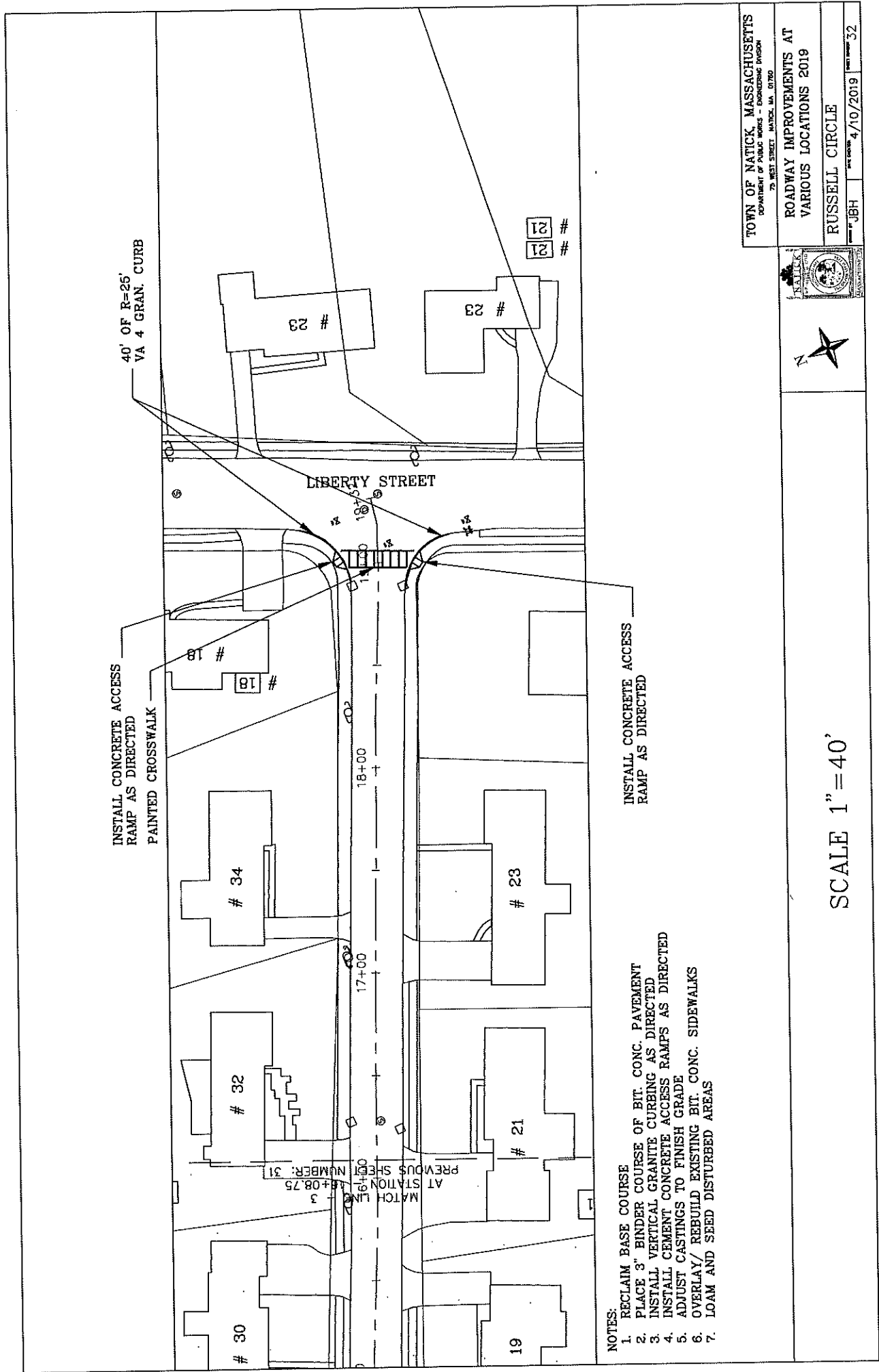
- NOTES:
1. RECLAIM BASE COURSE
  2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
  3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
  4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
  5. ADJUST CASTINGS TO FINISH GRADE
  6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS
  7. LOAM AND SEED DISTURBED AREAS



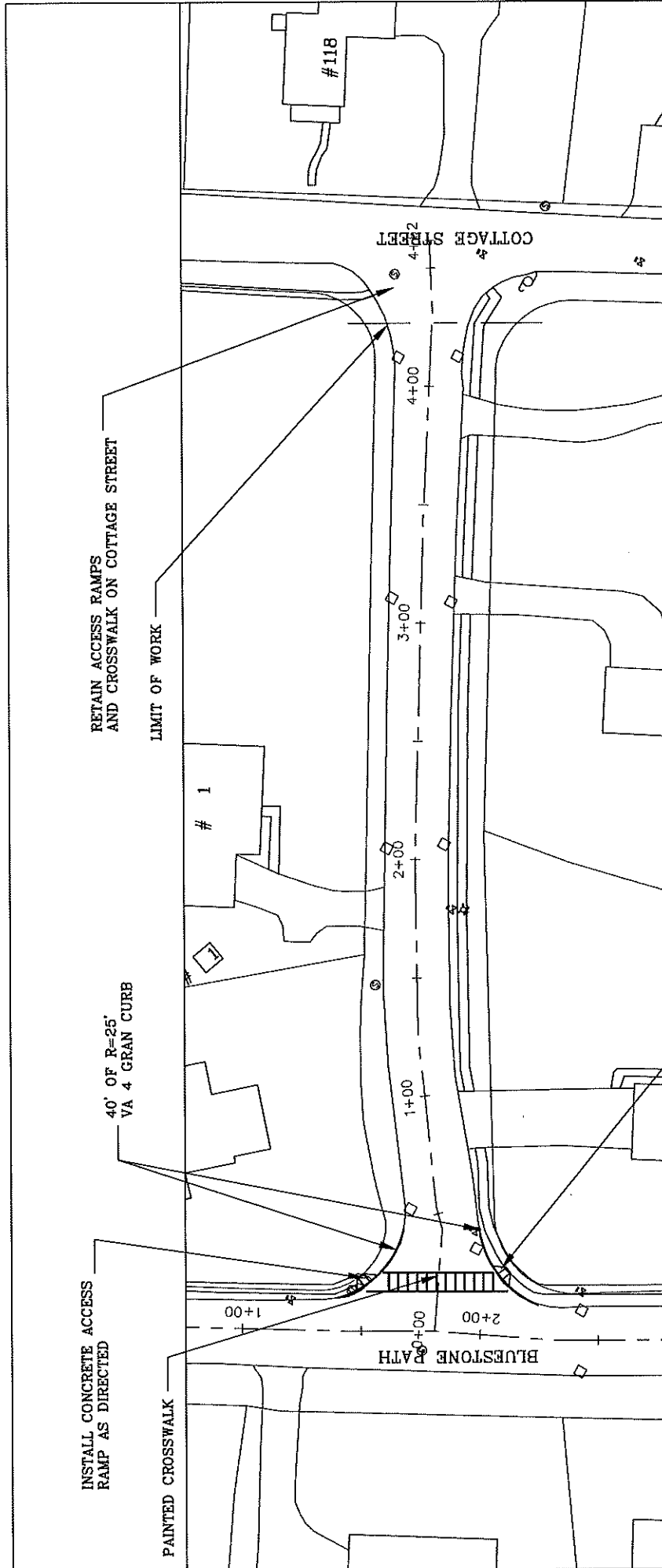
SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET NATICK, MA. 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
RUSSELL CIRCLE	
DATE	4/10/2019
BY	JBH
SCALE	31









- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
  3. ADJUST CASTINGS TO FINISH GRADE
  4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
  5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALK AND DRIVEWAY APRONS
  6. LOAM AND SEED DISTURBED AREAS

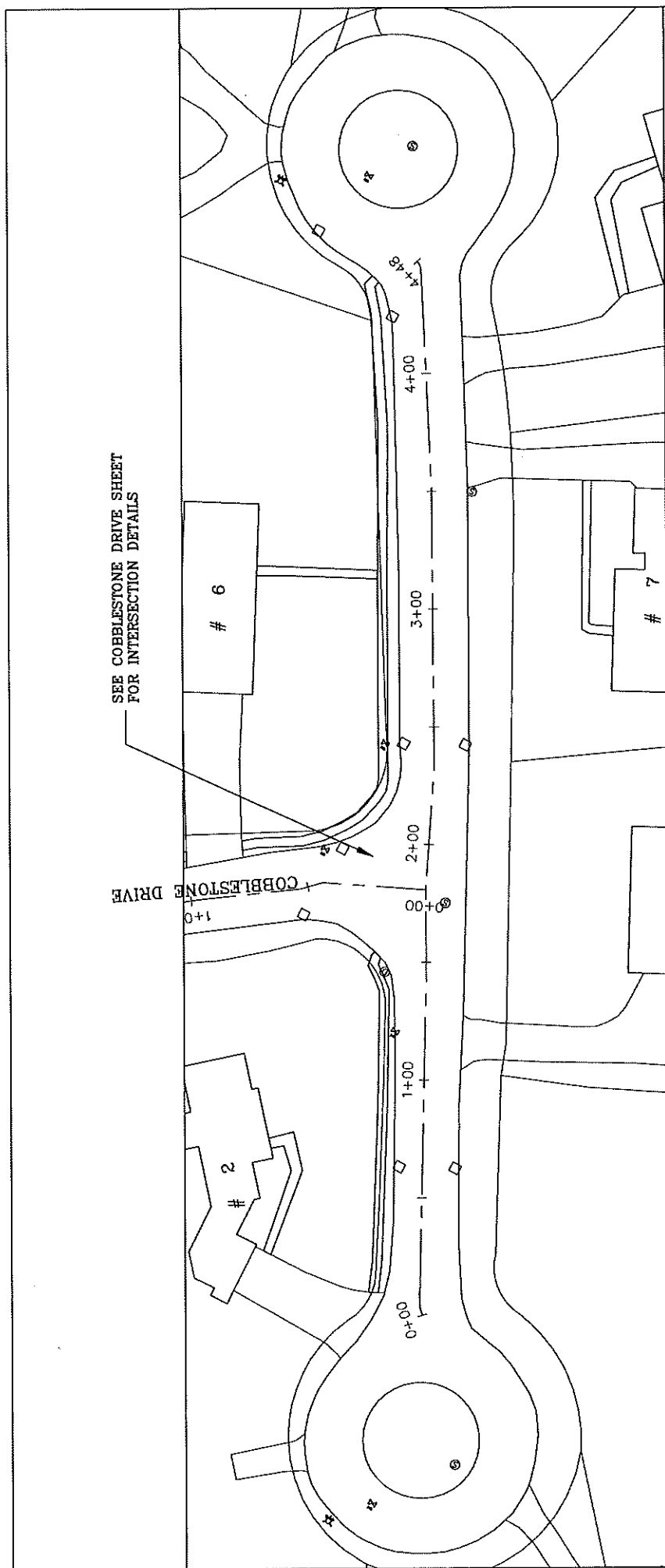


SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01960	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	
COBBLESTONE DRIVE	
DESIGNED BY: JBH	SHEET NUMBER: 33
DATE: 4/10/2019	





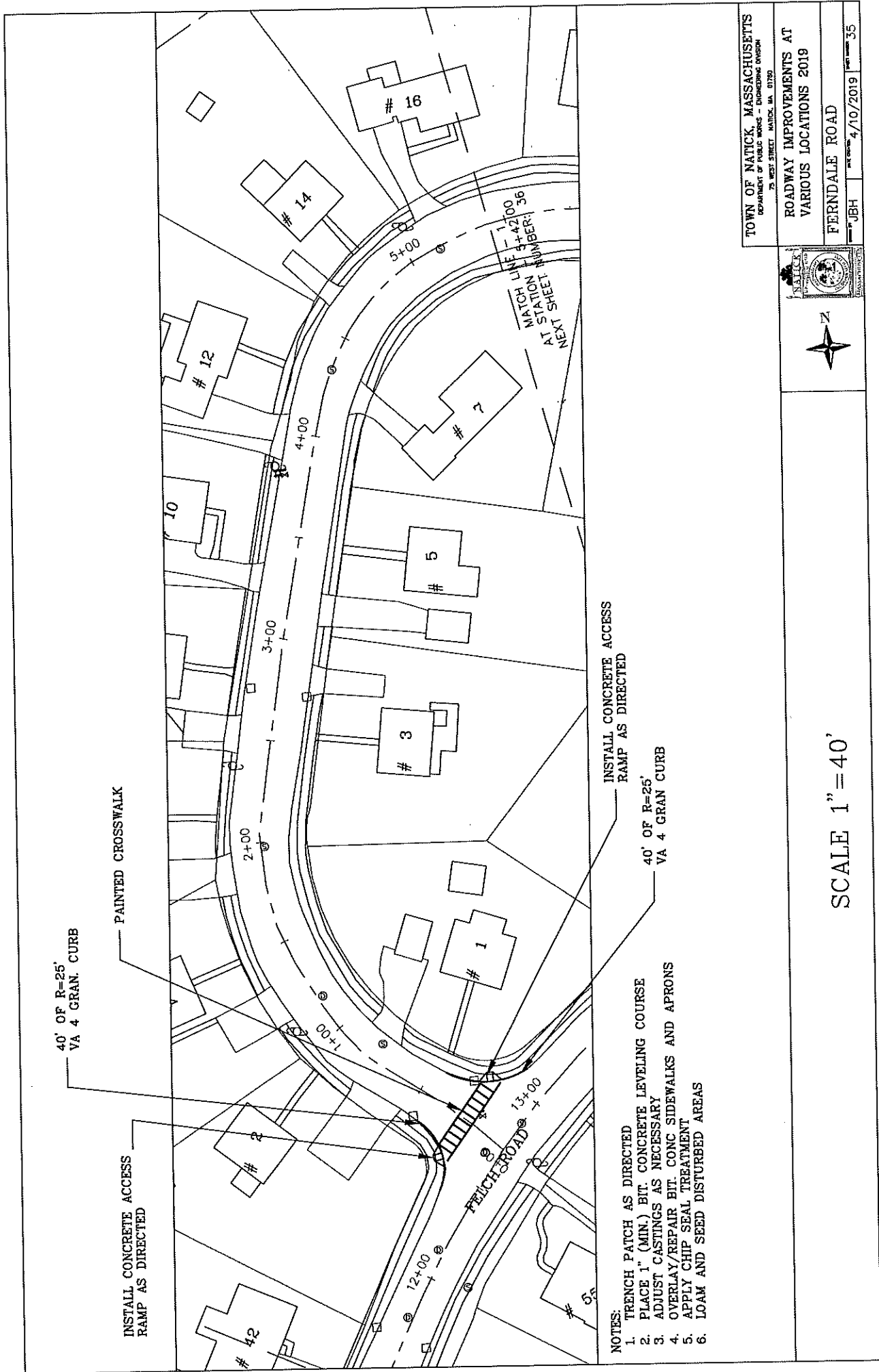


- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE BIT CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
  3. ADJUST CASTINGS TO FINISH GRADE
  4. PLACE 1.5" WEARING COURSE BIT. CONC. PAVEMENT
  5. INSTALL/OVERLAY 5' WIDE BIT. CONC. SIDEWALK AND DRIVEWAY APRONS
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'







- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS

TOWN OF NATICK, MASSACHUSETTS  
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
 75 WEST STREET, NATICK, MA 01750

ROADWAY IMPROVEMENTS AT  
 VARIOUS LOCATIONS 2019

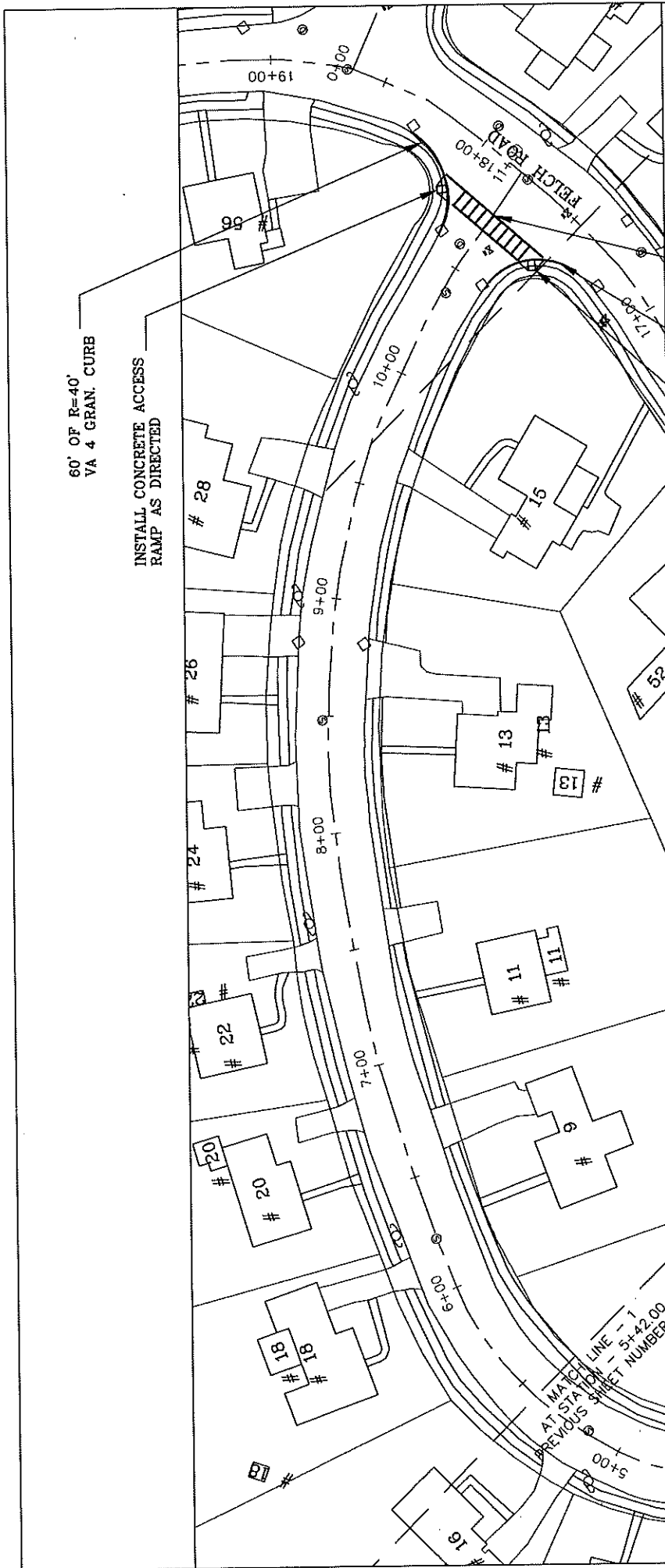
FERNDAL ROAD

JBH 4/10/2019 35



SCALE 1"=40'





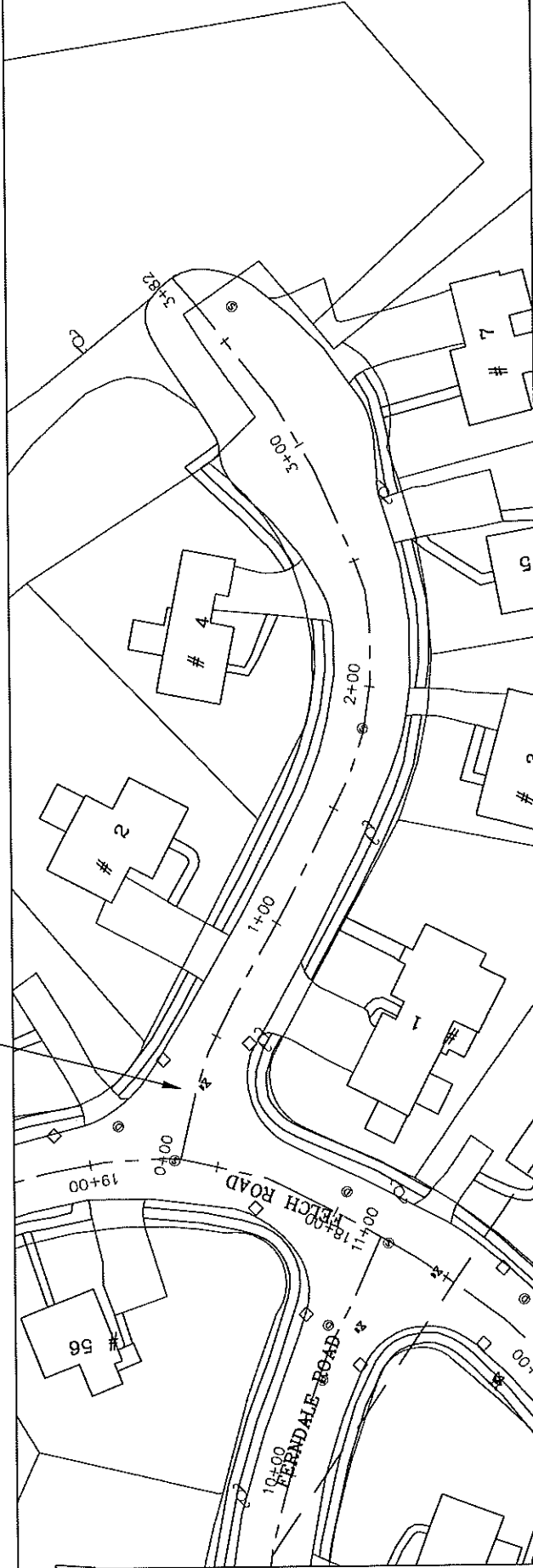
- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'





SEE FELCH ROAD SHEET #41  
FOR INTERSECTION DETAILS



NOTES:

1. RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS
7. LOAM AND SEED DISTURBED AREAS

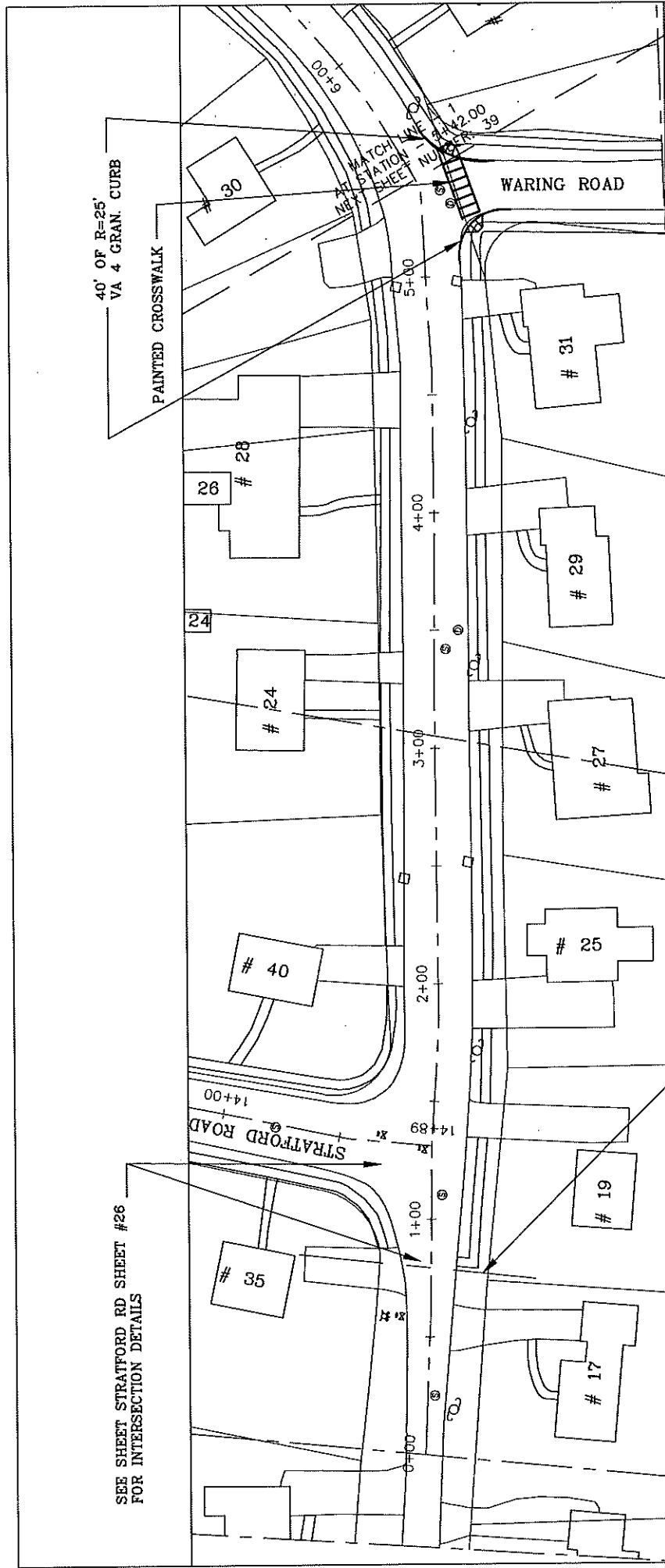
SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01760	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
PRYOR ROAD	
JBH	4/10/2019
37	







40' OF R=25'  
VA 4 GRAN. CURB  
PAINTED CROSSWALK

SEE SHEET STRATFORD RD SHEET #26  
FOR INTERSECTION DETAILS

MATCH LINE  
STATION SHEET  
NUMBER

WARING ROAD

STRATFORD ROAD

LIMIT OF WORK

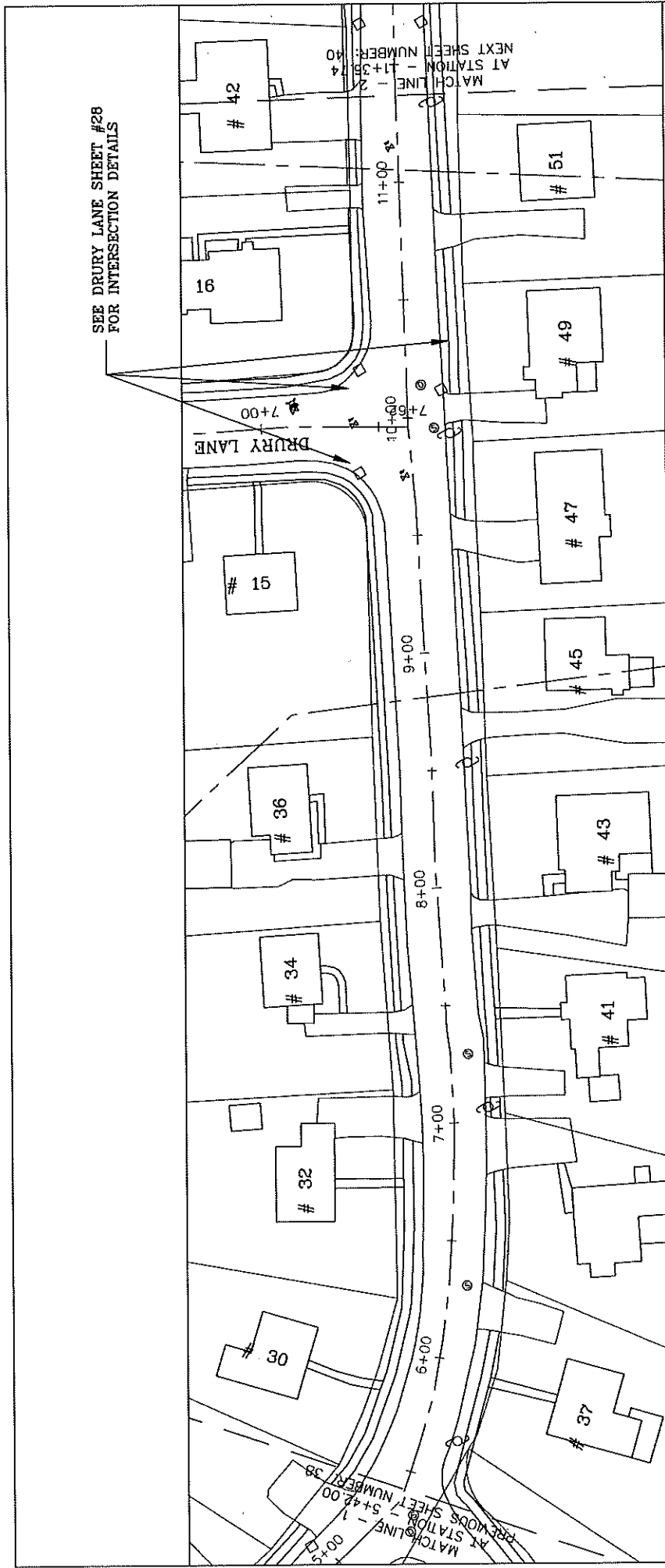
- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
75 WEST STREET, NATICK, MA 01910	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2019	
FELCH ROAD	
DATE: 4/10/2019	SHEET: 38





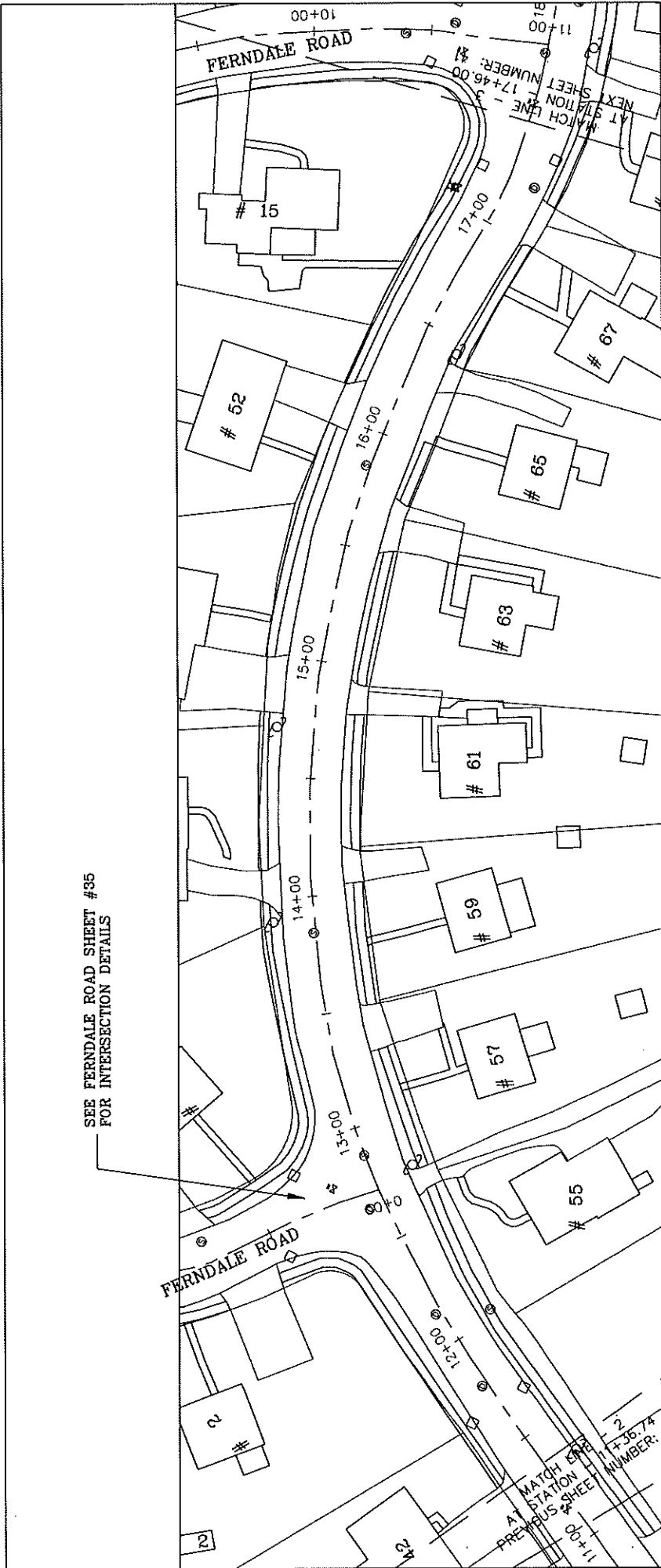
- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01930	
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019	
FELCH ROAD	
DATE: 4/10/2019	SHEET: 39





SEE FERNDAL ROAD SHEET #35  
FOR INTERSECTION DETAILS

- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01900

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

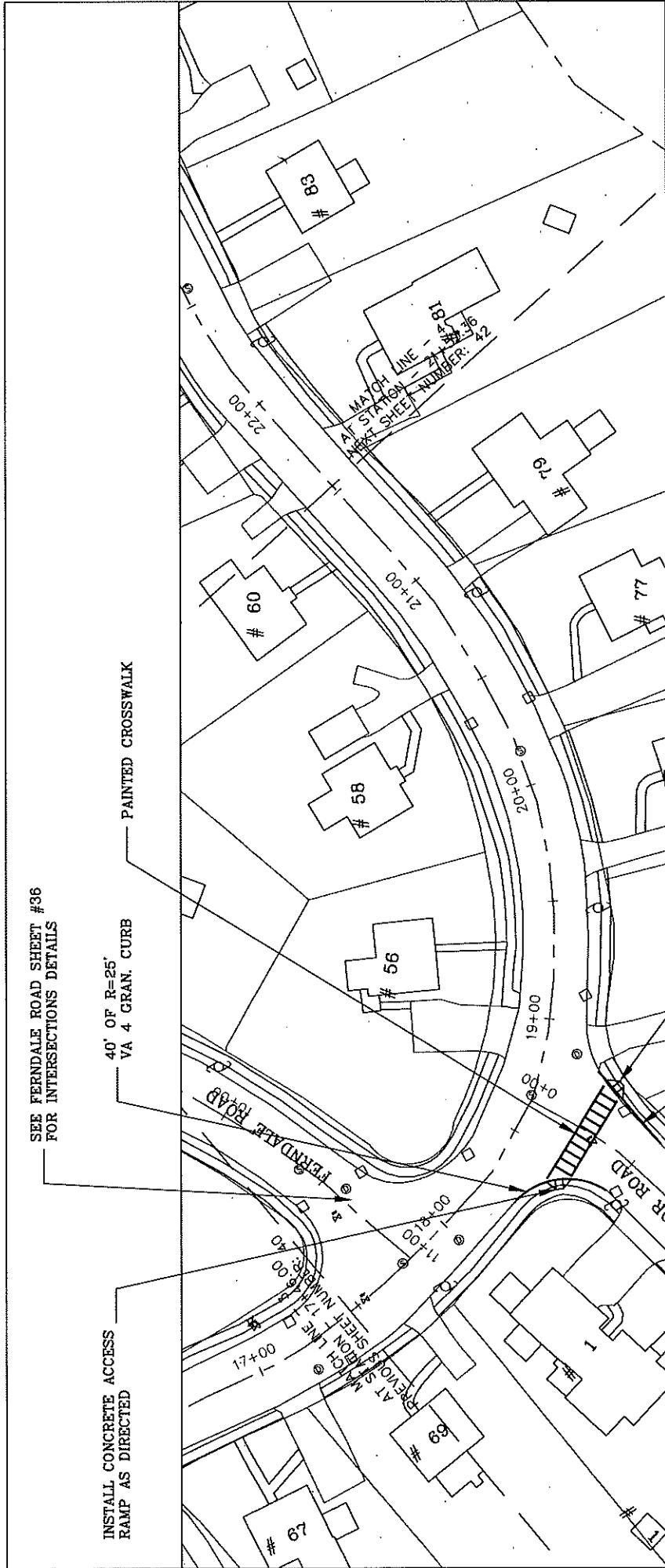
FELCH ROAD

DATE: 4/10/2019

BY: JBH

40





INSTALL CONCRETE ACCESS  
RAMP AS DIRECTED

40' OF STRAIGHT  
VA 4 GRAN. CURB

- NOTES:
1. TRENCH PATCH AS DIRECTED
  2. PLACE 1" (MIN.) BIT. CONCRETE LEVELING COURSE
  3. ADJUST CASTINGS AS NECESSARY
  4. OVERLAY/REPAIR BIT. CONC SIDEWALKS AND APRONS
  5. APPLY CHIP SEAL TREATMENT
  6. LOAM AND SEED DISTURBED AREAS

SEE FERNDAL ROAD SHEET #36  
FOR INTERSECTIONS DETAILS

INSTALL CONCRETE ACCESS  
RAMP AS DIRECTED



SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01960

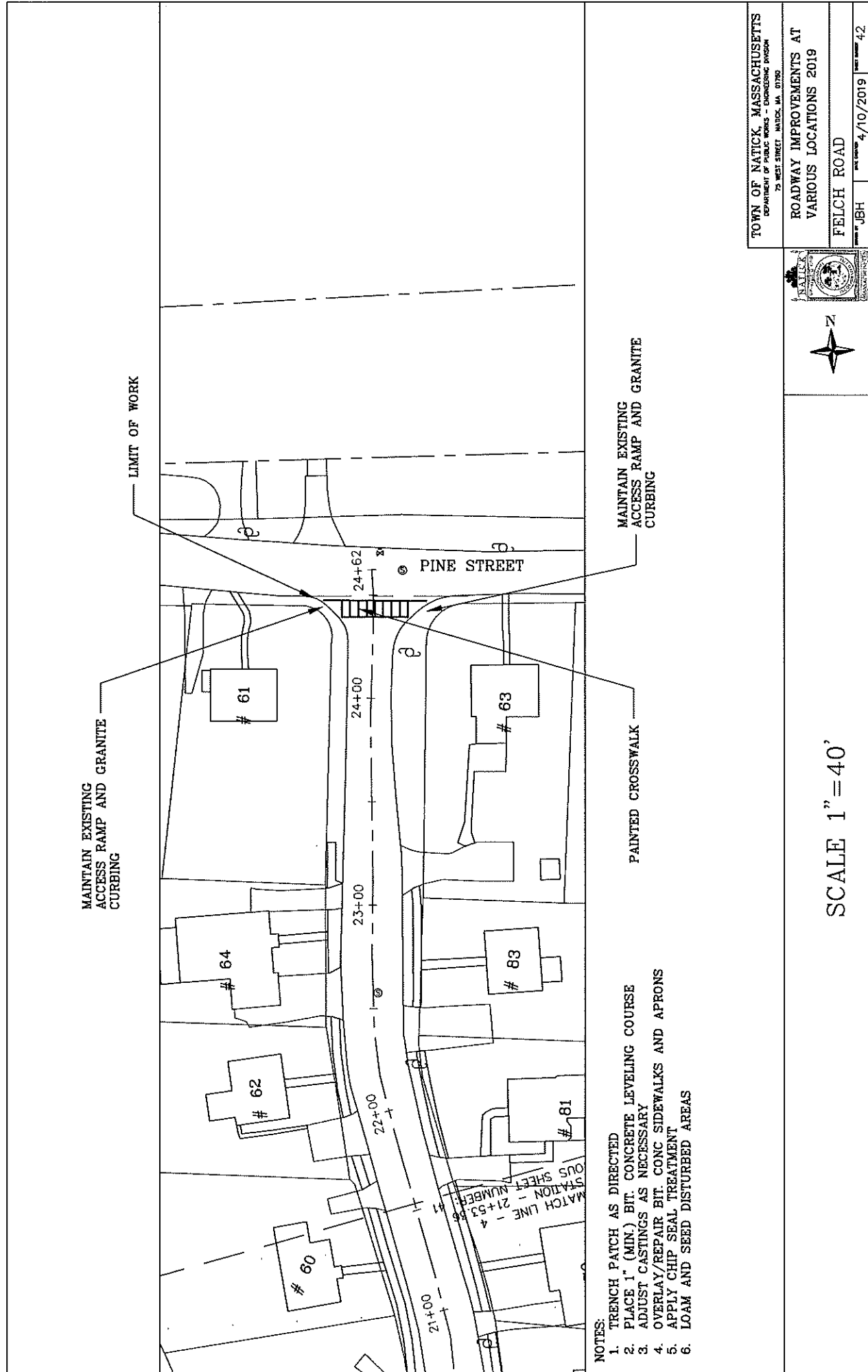
ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

FELCH ROAD

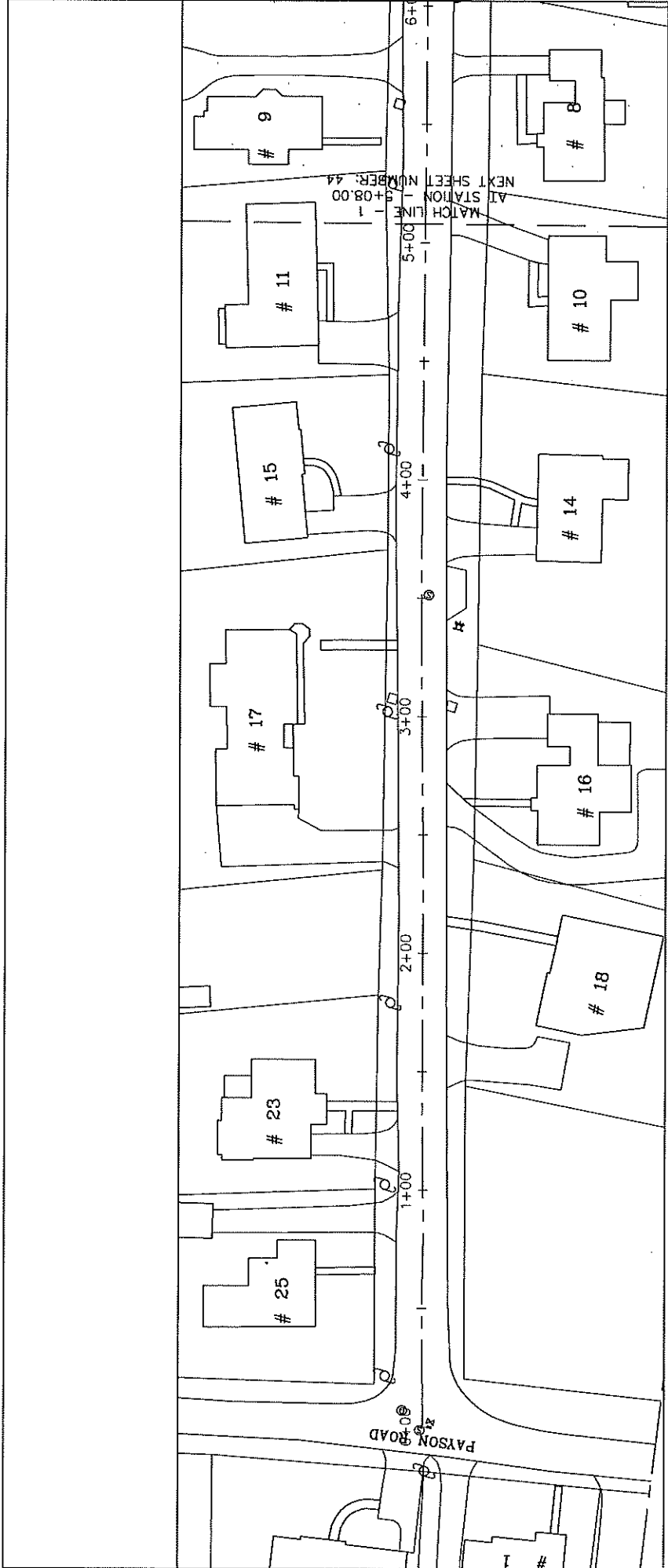
DATE	4/10/2019	SHEET NUMBER	41
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NOTES:

1. RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

		<p>TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - CIVIL ENGINEERING DIVISION 75 WEST STREET, NATICK, MA 01960</p>	
<p>ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2019</p>		<p>KINSMAN PLACE</p>	
<p>JBH</p>		<p>4/10/2019</p>	
<p>SCALE 1"=40'</p>		<p>43</p>	





NOTES:

1. RECLAIM BASE COURSE
2. PLACE 3" BINDER COURSE OF BIT. CONC. PAVEMENT
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. OVERLAY/ REBUILD EXISTING BIT. CONC. SIDEWALKS AND DRIVEWAY APRONS
7. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



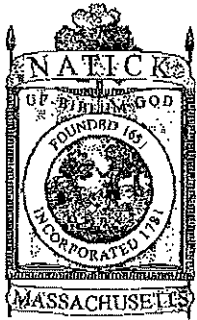
TOWN OF NATICK, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
75 WEST STREET, NATICK, MA 01913

ROADWAY IMPROVEMENTS AT  
VARIOUS LOCATIONS 2019

KINSMAN PLACE

DESIGNED BY: JBH DATE: 4/10/2019 SHEET NUMBER: 44





*TOWN OF NATICK  
MASSACHUSETTS*

TO: Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Jeremy Marsette, P.E., Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 6, 2019

**SUBJECT: CONTRACT SECOND  
OPTION FOR  
EXTENSION  
Environmental Sampling**

The Town has utilized the services of Stantec, Inc. for environmental sampling services under contract for the past five (5) years.

Market analysis has seen that Stantec has continued to be the leading firm in this area. Based upon preliminary samplings of the market by Natick Public Works, Stantec's prices remain the best economically. The Town desires to continue to contract with Stantec. The Town's current contract is in its second year (of three (3) years), which expires on July 23, 2019.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Stantec is a responsible and eligible firm and has offered what DPW considers to be reasonable hourly rates.

We respectfully request that Natick Board of Selectmen extend the contract with Stantec for environmental monitoring services, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the hourly rates specified therein. The total price cap will be \$112,303.00.

The funding to cover this comes from the following sources:

Board of Selectmen/DPW Operating Budgets – Not to exceed \$112,303.00



*(To be placed upon the letterhead of the Town of Natick Board of Selectmen.)*

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 28, 2019

Mr. Brian V. Moran, P.E., LSP Associate  
Stantec Consulting Services, Inc.  
c/o 400 Crown Colony Drive, Suite 200  
Quincy, MA 02169

RE: Environmental Sampling Services/Testing Services/Town of Natick, Massachusetts

Dear Mr. Moran:

As you are aware, the Town of Natick, Massachusetts, and Stantec Consulting Services, Inc. are parties to a Contract for the Procurement of Environmental Sampling/Testing Services in the Town of Natick, dated July 24, 2017 ("Contract").

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms."

On April 30, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 23, 2019.

On May 28, 2019, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its second option to extend the Contract for an additional one (1)-year term. This option year shall expire on July 23, 2020. This letter shall serve as notice to Stantec Consulting Services, Inc., of the Town's exercise of its second one (1)-year option.

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

---

Michael J. Hickey, Jr., Chairman

---

Susan G. Salamoff, Vice Chairman

---

Jonathan H. Freedman, Clerk

---

Karen Adelman-Foster

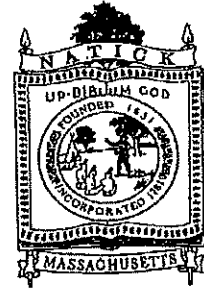
---

Richard P. Jennett, Jr.

cc.     Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator - Operations  
         Jeremy Marsette, Director, Natick Department of Public Works  
         Arti P. Mehta, Comptroller  
         Bryan R. Le Blanc, Procurement Officer  
         Karis L. North, Esq., Office of the Town Counsel



**Town of Natick**  
**Massachusetts 01760**  
**Home of Champions**



Amy K. Mistrot, Chair  
Susan G. Salamoff, Vice Chair  
Michael J. Hickey, Jr., Clerk  
Jonathan Freedman  
Richard P. Jennett, Jr.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 2, 2018

Mr. Brian V. Moran, P.E., LSP Associate  
Stantec Consulting Services, Inc.  
c/o 400 Crown Colony Drive, Suite 200  
Quincy, MA 02169

**RE: Environmental Sampling Services/Testing Services/Town of Natick, Massachusetts**

Dear Mr. Moran:

As you are aware, the Town of Natick, Massachusetts, and Stantec Consulting Services, Inc. are parties to a Contract for the Procurement of Environmental Sampling/Testing Services in the Town of Natick, dated July 24, 2017 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms."

On April 30, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its first option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 23, 2019. This letter shall serve as notice to Stantec Consulting Services, Inc., of the Town's exercise of its first one (1)-year option. Nothing herein shall affect the ability of the Town to exercise its second one (1)-year option at a later date.


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


Thank you for your consideration.

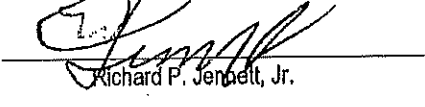
Very truly yours,

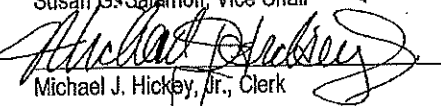
The Natick Board of Selectmen

  
Amy K. Mistrot, Chair

  
Jonathan H. Freedman

  
Susan G. Salamoff, Vice Chair

  
Richard P. Jennett, Jr.

  
Michael J. Hickey, Jr., Clerk

cc. William O. Chenard, Acting Town Administrator  
Jeremy Marsette, Director, Natick Department of Public Works  
Arl P. Mehta, Comptroller  
Bryan R. Le Blanc, Procurement Officer  
John P. Flynn, Esq., Office of the Town Counsel

Board of Selectmen • 13 East Central Street • Natick, Massachusetts 01760 • Phone: (508) 647-6410 • Fax: (508) 647-6401  
Website: [www.natickma.gov](http://www.natickma.gov) • Email: [selectmen@natickma.org](mailto:selectmen@natickma.org)

**Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 First-Class Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage Fee \$ 3.45  
 SEL  
 Postmark Here  
 Services & Fees (check box, add fee as appropriate)  
 Receipt (hardcopy) \$ 2.75  
 Receipt (electronic) \$  
 Mail Restricted Delivery \$  
 Signature Required \$  
 Signature Restricted Delivery \$ 4.75

Brian V. Moran, P.E., LSP Assoc.  
 Stantec Consulting Services, Inc.  
 c/o 400 Crown Colony Drive, Suite 200  
 Quincy, MA 02169

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Brian V. Moran, P.E., LSP Assoc.  
 Stantec Consulting Services, Inc.  
 c/o 400 Crown Colony Drive, Suite 200  
 Quincy, MA 02169



9590 9402 2981 7094 5899 21

2. Article Number (Transfer from service label)  
 7017 0660 0000 4933 5687

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) *[Name]* C. Date of Delivery *MAY 9 2016*

Address different from item 1? ☐ Yes  
 delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail<sup>®</sup>
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Priority Mail Express<sup>®</sup>
  - ☐ Registered Mail<sup>TM</sup>
  - ☐ Registered Mail Restricted Delivery
  - ☐ Return Receipt for Merchandise
  - ☐ Signature Confirmation<sup>TM</sup>
  - ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Robin White  
 Crack Sealing, Inc.  
 P.O. Box 7000  
 Raynham, MA 02767



9590 9402 2981 7094 5899 38

2. Article Number (Transfer from service label)  
 7017 0660 0000 4933 5694

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) *BARBARA KESEAN* C. Date of Delivery *MAY 29 2016*

Address different from item 1? ☒ Yes  
 delivery address below: *P.O. Box 7000 Raynham, MA 02767*

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail<sup>®</sup>
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Priority Mail Express<sup>®</sup>
  - ☐ Registered Mail<sup>TM</sup>
  - ☐ Registered Mail Restricted Delivery
  - ☐ Return Receipt for Merchandise
  - ☐ Signature Confirmation<sup>TM</sup>
  - ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Steven A. Harvey, Exec. Vice President  
 E.L. Harvey & Sons, Inc.  
 68 Hopkinton Road  
 Westborough, MA 01581



9590 9402 2981 7094 5899 14

2. Article Number (Transfer from service label)  
 7017 0660 0000 4933 5700

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) *MAUREEN KANE* C. Date of Delivery

Address different from item 1? ☐ Yes  
 delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail<sup>®</sup>
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Priority Mail Express<sup>®</sup>
  - ☐ Registered Mail<sup>TM</sup>
  - ☐ Registered Mail Restricted Delivery
  - ☐ Return Receipt for Merchandise
  - ☐ Signature Confirmation<sup>TM</sup>
  - ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**Postal Service<sup>TM</sup>**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage Fee \$ 3.45  
 SEL  
 Postmark Here  
 Services & Fees (check box, add fee as appropriate)  
 Receipt (hardcopy) \$ 2.75  
 Receipt (electronic) \$  
 Mail Restricted Delivery \$  
 Signature Required \$  
 Signature Restricted Delivery \$ 4.75

Robin White  
 Crack Sealing, Inc.  
 P.O. Box 7000  
 Raynham, MA 02767

**Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
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 SEL  
 Postmark Here  
 Services & Fees (check box, add fee as appropriate)  
 Receipt (hardcopy) \$ 2.75  
 Receipt (electronic) \$  
 Mail Restricted Delivery \$  
 Signature Required \$  
 Signature Restricted Delivery \$ 4.75

Steven A. Harvey, Exec. Vice President  
 E.L. Harvey & Sons, Inc.  
 68 Hopkinton Road  
 Westborough, MA 01581



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)  
4/26/2018

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

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

PRODUCER	LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	STANTEC CONSULTING SERVICES INC. 1426517 8211 SOUTH 48TH STREET PHOENIX AZ 85044	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: Travelers Property Casualty Co of America	25674
		INSURER C: American Guarantee and Liab. Ins. Co.	26247
		INSURER D:	
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 14662906

REVISION NUMBER: XXXXXXXX

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 WVO	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"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B 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 <input checked="" type="checkbox"/> N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
QUINCY, MA, PROJECT # ASSIGNMENT FROM FST-GN-004 TO STANTEC CONSULTING SERVICES, INC., RE: CONTRACT FOR ENVIRONMENTAL MONITORING SERVICES IN TOWN OF NATICK, MASSACHUSETTS. TOWN OF NATICK IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, IF REQUIRED BY WRITTEN CONTRACT. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

14662906

TOWN OF NATICK  
ATT: PETER H. ROCHE, MCPPO  
75 WEST STREET,  
NATICK, MA 1760

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

POLICY NUMBER: GLO0246172  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

**Location(s) Of Covered Operations:**

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

---

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**POLICY NUMBER: GLO0246172**  
**GENERAL LIABILITY**  
**NAMED INSURED: SEE ATTACHED CERTIFICATE**  
**CG 20 37 04 13**

**COMMERCIAL**

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

---

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE  
ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT  
WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

**Location And Description of Completed Operations:**

ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED  
STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT  
OR AGREEMENT IS PROHIBITED BY LAW

---

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or  
organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property  
damage" caused, in whole or in part, by "your work" at the location designated and described in the  
Schedule of this endorsement performed for that additional insured and included in the  
"products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance  
afforded to such additional insured will not be broader than that which you are required by the contract or  
agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay  
on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**POLICY NUMBER:** TC2J-CAP-8E086819; TJ-BAP-8E086820 ; TC2J-CAP-8E087017  
**NAMED INSURED:** SEE ATTACHED CERTIFICATE

**COMMERCIAL AUTO  
CA 20 48 10/13**

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

**DESIGNATED INSURED  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 5/1/2018

**SCHEDULE**

**Name of Person(s) or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT

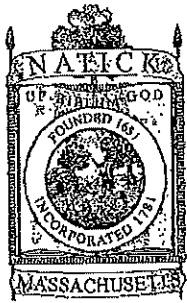
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**CA 20 48 10/13**

**D522021**

Attachment Code : D522021  
Certificate ID : 14662906



*TOWN OF NATICK  
MASSACHUSETTS*

TO: Natick Board of Selectmen  
William Chenard, Acting Town Administrator  
Jeremy Marsette, P.E., Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 10, 2018

**SUBJECT: CONTRACT  
EXTENSION  
Environmental Sampling**

The Town has utilized the services of Stantec, Inc. for environmental sampling services under contract for the past four (4) years.

Market analysis has seen that Stantec has continued to be the leading firm in this area. Based upon preliminary samplings of the market by Natick Public Works, Stantec's prices remain the best economically. The Town desires to continue to contract with Stantec. The Town's current contract is in its first year, which expires on July 23, 2018.

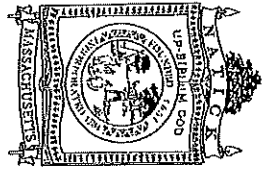
State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Stantec is a responsible and eligible firm and has offered what DPW considers to be reasonable hourly rates.

We respectfully request that Natick Board of Selectmen extend the contract with Stantec for environmental monitoring services, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the hourly rates specified therein. The total price cap will be \$112,303.00.

The funding to cover this comes from the following sources:

Board of Selectmen/DPW Operating Budgets -- Not to exceed \$112,303.00



**TOWN OF NATICK**  
**Massachusetts 01760**  
[www.natickma.gov](http://www.natickma.gov)

Bryan R. Le Blanc  
Procurement Officer

VIA REGULAR MAIL

August 14, 2017

Mr. Brian V. Moran, P.E., LSP Associate  
Stantec, Consulting Services, Inc.  
c/o 400 Crown Colony Drive, Suite 200  
Quincy, MA 02169

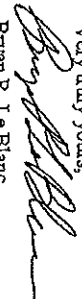
RE: *Environmental Sampling Contract*

Dear Mr. Moran:

Please find enclosed a fully-executed form of contract.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

  
Bryan R. Le Blanc

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

This Contract is made this twenty-fourth day of July, 2017, 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 Stantec Consulting Services, Inc., a foreign corporation, with a Massachusetts office located at 400 Crown Colony Drive, Suite 200, Quincy, Massachusetts 02169 (hereinafter the "Contractor").

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

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide environmental sampling/testing services as enumerated in Attachment A-1.

2. Standard of Care

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

3. Term

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

4. Incorporation of Contractor's Proposal/Order of Priority of Contract Documents

The provisions of the Contractor's Proposal 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:   | Contractor's Proposal.          |

5. Payment

In consideration for performance of the work in accordance with the requirements

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

of this Contract, the Town shall pay the Contractor the prices set forth in Attachment A1. The fee for such services shall not exceed one hundred twelve thousand three hundred and three dollars and zero cents (\$112,303.00).

This Contract is a fixed rate/fixed price contract, subject to the above, and, therefore, miscellaneous expenditures associated with the Contractor's work 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 all services rendered.

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, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
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The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. Environmental/Pollution Liability Insurance - \$2,000,000.00 aggregate

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
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limit. This coverage shall remain in effect for three (3) years after the expiration of the term of this Contract. If the environmental/pollution liability insurance policy is a claims-made policy, there shall also be an extended reporting period for three (3) years after the termination of the policy.

g. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

h. All certificates and policies shall contain the following provision:

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

i. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

j. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.

k. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

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

9. Indemnification

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

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

10. No Personal Liability

Neither the Town, nor the Contractor, nor their 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 either party or their 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 conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED - NOT APPLICABLE.

13. Labor and Materials Payment Bond



Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

DELETED - NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

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

16. No Smoking

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

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, if requested by the Town, 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.

Town of Natick, Massachusetts  
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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 performance.

19. *Termination*

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

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

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.

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

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.
- f. In the event of termination not due to the fault of the Contractor, 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 performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

**20. Notices**

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

If to the Town:                    Martha L. White, Town Administrator  
   Natick Town Hall  
   13 East Central Street  
   Natick, MA 01760

With copies to:                    John P. Flynn, Esq.  
   Murphy, Hesse, Toomey & Lehan, LLP  
   300 Crown Colony Drive, Suite 410  
   Quincy, MA 02169

If to the Contractor:            Brian V. Moran, P.E., LSP Associate  
   Staitec, Consulting Services, Inc.  
   400 Crown Colony Drive, Suite 200  
   Quincy, MA 02169

**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.

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

- 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 or acquiescence in a breach thereof, 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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with 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 completed

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

l. 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.

m. 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.

n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
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- o. This Contract may be amended only by written consent of the parties.
- p. 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 prior agreement between the parties in connection with the transaction contemplated.
- q. 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.
- r. 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.
- s. 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.
- t. This Contract is executed in triplicate as a sealed instrument.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

*[Signature]*  
Jonathan M. Freedman, Chairman  
*[Signature]*  
Susan O'Salamoff, Vice Chairman

by: Stanley Consulting Services, Inc.  
*[Signature]*  
Signature

Robert Nicotolo  
Printed Name  
Regional  
Printed Title

Richard P. Jennett, Jr., Clerk  
*[Signature]*  
Michael J. Mickey, Jr.

Amy K. Mistrof

Dated: 7/10/17

Dated: July 19, 2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

*[Signature]*  
Art P. Mehta  
Comptroller, Town of Natick

Dated: 7.25.17

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

*[Signature]*  
John P. Flynn  
Town Counsel

Dated: July 26, 2017

**OFFICER'S CERTIFICATE**  
of  
**STANTEC CONSULTING SERVICES INC., A NEW YORK CORPORATION**

I, the undersigned, do hereby certify that:

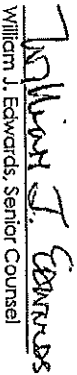
1. I am the duly elected and acting Senior Counsel of Stantec Consulting Services Inc., a New York corporation (the "Corporation").
2. On June 15, 2017, the following resolution was adopted by the Corporation's Board of Directors:

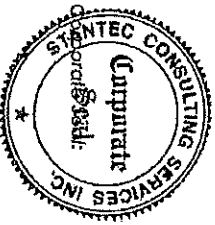
**BE IT RESOLVED THAT:**

1. the Corporation hereby adopts the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Operating and Signing Authority Policies, as amended from time to time, of Stantec Inc.
3. Robert Nicoloro is a Principal of the Corporation, and in that capacity, is duly authorized to sign a contract in accordance with the Corporation's Operating and Signing Authority Policies in connection with the following project:

**Town of Natick, Massachusetts**  
**Contract for the Procurement of Environmental**  
**Sampling/Testing Services in Natick, Massachusetts**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 14th day of July 2017.

  
William J. Edwards, Senior Counsel





Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either \_\_\_\_\_;

\_\_\_\_\_  
(Name) (Title)

; or

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Name) (Title),

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

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

\_\_\_\_\_  
Signature

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

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

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

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS

ATTACHMENT A-1

The Contractor shall perform the following services.

SCOPE OF SERVICES

The Contractor shall complete the ongoing environmental monitoring services for the Town of Natick as indicated below:

A. Landfill Semi-Annual Post-Closure Water Quality Monitoring

The Contractor shall collect groundwater and surface water samples once in the spring and once in the fall as required by the Post-closure Monitoring Plan approved by Massachusetts Department of Environmental Protection (DEP). After the completion of each round of data collection, the Contractor shall prepare a monitoring report indicating the data, site plan of sampling locations and a summary of the results including groundwater flow. The Town shall receive two (2) copies of the semi-annual report and one (1) copy of the report shall be submitted to the Massachusetts DEP, Northeast Regional Office.

In accordance with 310 CMR 19.142 (6), the Town is required to submit a Landfill Biennial Report every two (2) years during the post-closure period which is due after the fall 2017 data collection. The report shall describe the activities at the site and summarize the results of the environmental monitoring program in order to compare the sampling and groundwater flow data to previous reporting periods to indicate if the environmental conditions at the site have significantly changed. The Contractor shall prepare said report and provide the Town with three (3) copies of the report.

The following is a summary of monitoring and reporting requirements:

Monitoring	
Number of Sample Locations	Twelve (12) monitoring wells with elevations and two (2) surface water locations
Sample Frequency	Semi-annually (May and November)
Sample Method	EPA Low Flow Method
Sample Parameters	See below
Laboratory Methods	See below
Report to Town	Semi-annually (June and December)
Landfill Biennial Report	Every other year with next due in December of 2017

The monitoring well and surface water samples will be analyzed for the following parameters:

Town of Natick, Massachusetts  
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 SAMPLING TESTING SERVICES IN NATICK, MASSACHUSETTS**

<u>Lab Parameter</u>	<u>Lab Method</u>
Alkalinity	Standard Method 2320B
Nitrate Nitrogen	LAC 107041A
Total Dissolved Solids	EPA Method 1601
Chloride	LAC107071A
Sulfate	EPA Method 375.4
Chemical Oxygen Demand	EPA Method 410.2
Cyanide	LAC 204001A
Total Dissolved Metals (Arsenic, Barium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Mercury, Selenium, Silver, and Zinc)	EPA Method 6010 (except Hg which will use EPA Method 7470)
Volatle Organic Compounds	EPA Method 8260B
1,4-Dioxane	EPA Method 8270 SIM4+
Field Parameters: pH, Temperature, Specific Conductance, Dissolved Oxygen, Depth to Groundwater,	

**B. Murphy Recreation Center- License Site Professional (LSP) Services**  
**MADER Primary RIN 3-14603**

The Contractor shall coordinate all cleanup activities at the site. The Murphy Recreation Center site is a Temporary Solution Statement site. The following is a summary of monitoring and reporting requirements:

<b>Monitoring</b>	
Number of Sample Locations	Four (4) monitoring wells with elevations
Sample Frequency	Annually (typically in June)
Sample Method	EPA Low Flow Method
Sample Parameters	Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH) with their target analytes
Laboratory Methods	MADER Methodologies.
Report to Town	Annually in December
Periodic Post-Closure Report to MADER	Every 5 <sup>th</sup> year after filing with next due 12/1/2017

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
 SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

**C. Lilia Elementary School – LSP Services**  
**MADER Primary RITN 3-4232**

The Contractor shall coordinate all cleanup activities at the site. The Lilia Elementary School is in Remedial Operation Status (ROS). The following is a summary of the monitoring and reporting requirements:

**Monitoring**

**Passive NAPL recovery and monitoring**  
**Sample Frequency**

Number of Sample Locations  
 Sample Method  
 Sample Parameters  
 Laboratory Methods

Quarterly (typically February, May, August, & November) with elevations  
 Eight (8) wells  
 Electronic oil/water interface probe.  
 Passive recovery devices (oil absorbent socks) at four (4) wells  
 EPH and VPH with their target analytes  
 MADER Methodologies

**Sentinel Well**  
**Sample Frequency**

Number of Sample Locations  
 Sample Method  
 Sample Parameters  
 Laboratory Methods

Quarterly (typically February, May, August, & November) with elevations  
 One (1) well  
 EPA Low Flow Method  
 EPH and VPH with their target analytes  
 MADER Methodologies

**MNA**  
**Sample Frequency**

Number of Sample Locations  
 Sample Method  
 Sample Parameters  
 Laboratory Methods

Annually (typically in May) with elevations  
 Four (4) wells  
 EPA Low Flow Method.  
 EPH and VPH with their target analytes  
 MADER Methodologies

**ROS reports to MADEP**

Semi-annually in June and December

The Contractor shall evaluate any forthcoming MCP regulation changes as to options for feasibility of achieving permanent closure.

**D. Department of Public Works – LSP Services**

The Contractor shall assist the Natick DPW in the characterization and disposal of street stockpiled sweeping materials. This includes laboratory analysis of stockpiled materials according to receiving facility and MADEP requirements. The Contractor will also assist

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL  
SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

the DPW to evaluate the reuse of the material under the Beneficial Use Determination (BUD) standard. This work typically is an annual event.

**E. Other Related Environmental Monitoring and Professional Services**

The bid shall include costs for professional services to provide environmental monitoring and providing other LSP services for spill response and the regulatory follow-up to spills of oils and hazardous materials. The Contractor shall prepare a scope of work and cost estimate for each project completed under this section. Both shall be submitted to the Town to review and approve before starting the work.

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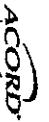
Town of Natick, Massachusetts  
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 SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

Rates shall be as follows:

**Rate Sheet**

Direct Labor (by labor categories)	Hourly Invoice Rate
Sr. Project Mgr	\$ 177
Project Manager	\$ 145
Project Engineer	\$ 125
CAD Operator	\$ 111
Clerical	\$ 70
Civil Engineer	\$ 125
Electrical Engineer	\$ N/A
Mechanical Engineer	\$ N/A
Surveyor	\$ N/A
Resident Project Representative	\$ N/A
Other (Specify) Senior Environmental Tech.	\$ 105
Engineer	\$ 100
Sr. Engineer	\$ 157
Sr. Resident	\$ N/A
Landscape Architect	\$ N/A
Licensed Site Professional	\$ 177
Environmental Scientist	\$ 125

*All Hourly Invoice Rates shall include all overhead, profit and all actual costs to the Town of Natick. Please note other direct cost, travel, equipment, materials, supplies, etc. shall not be included in the Hourly Invoice Rate, but will be negotiable when a specific project is provided.*



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2018  
7/20/2017

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

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

PRODUCER: Lockton Companies  
444 W. 4th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

INSURED: STANTEC CONSULTING SERVICES, INC.  
1415077 8211 SOUTH 48TH STREET  
PHOENIX, AZ 85044

CONTRACT NO. 14841222  
POLICY NO. 51/2017  
INSURER: Zurich American Insurance Company  
INSURER B: American Guarantee and Lloyds, Inc. Co.  
INSURER D: 16533  
INSURER E: 26247

COVERAGES: CERTIFICATE NUMBER: 14841222  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHING IS TO BE INTERPRETED AS A CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE IS 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.

TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS
A. COMMERCIAL GENERAL LIABILITY	Y	GL05415704	5/1/2017	2,000,000
CLAMS-MADE	Y			300,000
CONTRACTUAL AGGREGATE	Y			25,000
EXCESS LIABILITY	Y			2,000,000
GENERAL AGGREGATE LIMIT APPLIES PER POLICY	Y			4,000,000
OTHER	Y			2,000,000
B. AUTOMOBILE LIABILITY	Y	TC21-CAP-8036519	5/1/2017	1,000,000
ANY AUTO	Y	TC21-CAP-8036519	5/1/2017	1,000,000
OWNED AUTOS ONLY	Y	TC21-CAP-8036519	5/1/2017	1,000,000
LEASED AUTOS ONLY	Y	TC21-CAP-8036519	5/1/2017	1,000,000
C. UMBRELLA LIAB	Y	AUC0184637	5/1/2017	5,000,000
EXCESS LIAB	Y			5,000,000
D. WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y	TC21-LB-8036519 (AOS)	5/1/2017	1,000,000
ANY EMPLOYEE OCCIDENTAL AND ACCIDENTAL DAMAGE	Y	TC21-LB-8036519 (AOS)	5/1/2017	1,000,000
EMPLOYER'S LIABILITY	Y	TC21-LB-8036519 (AOS)	5/1/2017	1,000,000
GENERAL LIABILITY OF NATICK, MA IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.	Y			1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, Item 34, attached if cover notice is required)  
RE CONTRACT FOR PROCUREMENT OF ENVIRONMENTAL SERVICES IN TOWN OF NATICK, MASSACHUSETTS, STANTEC PROJECTS 15715059, 15715060, 15715061, 15715062, 15715063, 15715064, 15715065, 15715066, 15715067, 15715068, 15715069, 15715070, 15715071, 15715072, 15715073, 15715074, 15715075, 15715076, 15715077, 15715078, 15715079, 15715080, 15715081, 15715082, 15715083, 15715084, 15715085, 15715086, 15715087, 15715088, 15715089, 15715090, 15715091, 15715092, 15715093, 15715094, 15715095, 15715096, 15715097, 15715098, 15715099, 15715100, 15715101, 15715102, 15715103, 15715104, 15715105, 15715106, 15715107, 15715108, 15715109, 15715110, 15715111, 15715112, 15715113, 15715114, 15715115, 15715116, 15715117, 15715118, 15715119, 15715120, 15715121, 15715122, 15715123, 15715124, 15715125, 15715126, 15715127, 15715128, 15715129, 15715130, 15715131, 15715132, 15715133, 15715134, 15715135, 15715136, 15715137, 15715138, 15715139, 15715140, 15715141, 15715142, 15715143, 15715144, 15715145, 15715146, 15715147, 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POLICY NUMBER: GLO5415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE  
ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT  
WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED  
INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or  
organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property  
damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,  
in performance of your ongoing operations for the additional insured(s) at the location(s)  
designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law,  
and
2. If coverage provided to the additional insured is required by a contract or agreement, the  
insurance afforded to such additional insured will not be broader than that which you are required  
by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions  
apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on  
the project (other than service, maintenance or repairs) to be performed by or on behalf of the  
additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its  
intended use by any person or organization other than another contractor or subcontractor  
engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1



POLICY NUMBER: GLO5415704      COMMERCIAL GENERAL LIABILITY  
NAMED INSURED: SEE ATTACHED CERTIFICATE      CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:  
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE  
ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT  
WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location And Description of Completed Operations:  
ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED  
STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT  
OR AGREEMENT IS PROHIBITED BY LAW

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or  
organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property  
damage" caused, in whole or in part, by "your work" at the location designated and described in the  
Schedule of this endorsement performed for that additional insured and included in the "products-  
completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and  
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance  
afforded to such additional insured will not be broader than that which you are required by the contract or  
agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay  
on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820 ; TC2J-CAP-8E087017  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL AUTO  
CA 20 48 10/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/1/2017

**SCHEDULE**

**Name of Person(s) or Organization(s):**

**WHERE REQUIRED BY WRITTEN CONTRACT**

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

D522021

POLICY NO: GLO5415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

## Blanket Notification to Others of Cancellation or Non-Renewal

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

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such List:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electric format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A-CW (10/12)

POLICY NUMBER: TC2J-CAP-8E086819; T-J-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION                      NUMBER OF DAYS NOTICE OF CANCELLATION: 30

NONRENEWAL                      NUMBER OF DAYS NOTICE OF NONRENEWAL: 30

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Policy No: GLOPR1601673, NO RETROACTIVE DATE  
Named Insured: See Attached Certificate

PROFESSIONAL LIABILITY  
NOTICE OF CANCELLATION FOR THIRD PARTIES

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

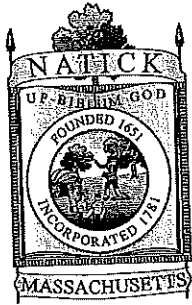
(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jeremy Marsette, P.E., Director, Natick Public Works

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

**DATE:** June 21, 2017

**SUBJECT: CONTRACT AWARD**  
**Environmental Sampling**

The Town has utilized the services of Stantec, Inc. for environmental sampling services under contract for the past three (3) years.

Market analysis has seen that Stantec is the leading firm in this area. Based upon preliminary samplings of the market by Natick Public Works, Stantec's prices remain the best economically. The Town desires to continue to contract with Stantec.

State statute exempts the procurement of these types of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Stantec is a responsible and eligible firm and has offered what DPW considers to be reasonable hourly rates.

We respectfully request that Natick Board of Selectmen award Stantec a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the hourly rates specified therein. The total price cap will be \$112,303.00.

The funding to cover this comes from the following sources:

Board of Selectmen/DPW Operating Budgets – Not to exceed \$112,303.00

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

This Contract is made this twenty-fourth day of July, 2017, 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 Stantec Consulting Services, Inc., a foreign corporation, with a Massachusetts office located at 400 Crown Colony Drive, Suite 200, Quincy, Massachusetts 02169 (hereinafter the "Contractor").

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

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide environmental sampling/testing services as enumerated in Attachment A-1.

2. Standard of Care

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

3. Term

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

4. Incorporation of Contractor's Proposal/Order of Priority of Contract Documents

The provisions of the Contractor's Proposal 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:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

of this Contract, the Town shall pay the Contractor the prices set forth in Attachment A1. The fee for such services shall not exceed one hundred twelve thousand three hundred and three dollars and zero cents (\$112,303.00).

This Contract is a fixed rate/fixed price contract, subject to the above; and, therefore, miscellaneous expenditures associated with the Contractor's work 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 all services rendered.

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, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6.     Warranty

DELETED/NOT APPLICABLE.

7.     Compliance with Laws



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
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The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. Environmental/Pollution liability Insurance - \$2,000,000.00 aggregate

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

limit. This coverage shall remain in effect for three (3) years after the expiration of the term of this Contract. If the environmental/pollution liability insurance policy is a claims-made policy, there shall also be an extended reporting period for three (3) years after the termination of the policy.

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

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

9. Indemnification

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

10. No Personal Liability

Neither the Town, nor the Contractor, nor their 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 either party or their 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 conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

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

16. No Smoking

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

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, if requested by the Town, 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.

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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 performance.

19. *Termination*

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

**Town of Natick, Massachusetts**  
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- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.
- f. In the event of termination not due to the fault of the Contractor, 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 performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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

If to the Town: Martha L. White, Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Contractor: Brian V. Moran, P.E., LSP Associate  
Stantec, Consulting Services, Inc.  
400 Crown Colony Drive, Suite 200  
Quincy, MA 02169

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.

**Town of Natick, Massachusetts**  
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- 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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

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. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- l. **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.**
- m. 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.
- n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

- o. This Contract may be amended only by written consent of the parties.
- p. 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 prior agreement between the parties in connection with the transaction contemplated.
- q. 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.
- r. 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.
- s. 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.
- t. This Contract is executed in triplicate as a sealed instrument.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

by: Stantec Consulting Services, Inc.

\_\_\_\_\_  
Jonathan H. Freedman, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Richard P. Jennett, Jr., Clerk

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

\_\_\_\_\_  
Michael J. Hickey, Jr.

\_\_\_\_\_  
Amy K. Mistrot

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
John P. Flynn  
Town Counsel

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

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.)

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

**ATTACHMENT A-1**

The Contractor shall perform the following services.

**SCOPE OF SERVICES**

The Contractor shall complete the ongoing environmental monitoring services for the Town of Natick as indicated below:

**A. Landfill Semi-Annual Post-Closure Water Quality Monitoring**

The Contractor shall collect groundwater and surface water samples once in the spring and once in the fall as required by the Post-closure Monitoring Plan approved by Massachusetts Department of Environmental Protection (DEP). After the completion of each round of data collection, the Contractor shall prepare a monitoring report indicating the data, site plan of sampling locations and a summary of the results including groundwater flow. The Town shall receive two (2) copies of the semi-annual report and one (1) copy of the report shall be submitted to the Massachusetts DEP, Northeast Regional Office.

In accordance with 310 CMR 19.142 (6), the Town is required to submit a Landfill Biennial Report every two (2) years during the post-closure period which is due after the fall 2017 data collection. The report shall describe the activities at the site and summarize the results of the environmental monitoring program in order to compare the sampling and groundwater flow data to previous reporting periods to indicate if the environmental conditions at the site have significantly changed. The Contractor shall prepare said report and provide the Town with three (3) copies of the report.

The following is a summary of monitoring and reporting requirements:

**Monitoring**

Number of Sample Locations	Twelve (12) monitoring wells with elevations and two (2) surface water locations
Sample Frequency	Semi-annually (May and November)
Sample Method	EPA Low Flow Method
Sample Parameters	See below
Laboratory Methods	See below

Report to Town	Semi-annually (June and December)
Landfill Biennial Report	Every other year with next due in December of 2017

The monitoring well and surface water samples will be analyzed for the following parameters:

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

<u>Lab Parameter</u>	<u>Lab Method</u>
Alkalinity	Standard Method 2320B
Nitrate Nitrogen	LAC 107041A
Total Dissolved Solids	EPA Method 160.1
Chloride	LAC107071A
Sulfate	EPA Method 375.4
Chemical Oxygen Demand	EPA Method 410.2
Cyanide	LAC 204001A
Total Dissolved Metals (Arsenic, Barium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Mercury, Selenium, Silver, and Zinc)	EPA Method 6010 (except Hg which will use EPA Method 7470)
Volatile Organic Compounds	EPA Method 8260B
1,4-Dioxane	EPA Method 8270 SIM+

Field Parameters: pH, Temperature, Specific Conductance, Dissolved Oxygen, Depth to Groundwater,

**B. Murphy Recreation Center- License Site Professional (LSP) Services**  
MADEP Primary RTN 3-14603

The Contractor shall coordinate all cleanup activities at the site. The Murphy Recreation Center site is a Temporary Solution Statement site. The following is a summary of monitoring and reporting requirements:

<b>Monitoring</b>	
Number of Sample Locations	Four (4) monitoring wells with elevations
Sample Frequency	Annually (typically in June)
Sample Method	EPA Low Flow Method
Sample Parameters	Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH) with their target analytes
Laboratory Methods	MADEP Methodologies.
Report to Town	Annually in December
Periodic Post-Closure Report to MADEP	Every 5 <sup>th</sup> year after filing with next due 12/11/2017

**Town of Natick, Massachusetts**  
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**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

**C. Lilja Elementary School – LSP Services**

MADEP Primary RTN 3-4232

The Contractor shall coordinate all cleanup activities at the site. The Lilja Elementary School is in Remedy Operation Status (ROS). The following is a summary of the monitoring and reporting requirements:

**Monitoring**

**Passive NAPL recovery and monitoring**

Sample Frequency

Quarterly (typically February, May, August, & November) with elevations  
Eight (8) wells

Number of Sample Locations

Sample Method

Electronic oil/water interface probe.  
Passive recovery devices (oil absorbent socks) at four (4) wells  
EPH and VPH with their target analytes  
MADEP Methodologies

Sample Parameters

Laboratory Methods

**Sentinel Well**

Sample Frequency

Quarterly (typically February, May, August, & November) with elevations  
One (1) well

Number of Sample Locations

Sample Method

Sample Parameters

Laboratory Methods

EPA Low Flow Method  
EPH and VPH with their target analytes  
MADEP Methodologies

**MNA**

Sample Frequency

Annually (typically in May) with elevations

Number of Sample Locations

Sample Method

Sample Parameters

Laboratory Methods

Four (4) wells  
EPA Low Flow Method.  
EPH and VPH with their target analytes  
MADEP Methodologies

ROS reports to MADEP

Semi-annually in June and December

The Contractor shall evaluate any forthcoming MCP regulation changes as to options for feasibility of achieving permanent closure.

**D. Department of Public Works – LSP Services**

The Contractor shall assist the Natick DPW in the characterization and disposal of street stockpiled sweeping materials. This includes laboratory analysis of stockpiled materials according to receiving facility and MADEP requirements. The Contractor will also assist

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
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the DPW to evaluate the reuse of the material under the Beneficial Use Determination (BUD) standard. This work typically is an annual event.

**E. Other Related Environmental Monitoring and Professional Services**

The bid shall include costs for professional services to provide environmental monitoring and providing other LSP services for spill response and the regulatory follow-up to spills of oils and hazardous materials. The Contractor shall prepare a scope of work and cost estimate for each project completed under this section. Both shall be submitted to the Town to review and approve before starting the work.

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**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL**  
**SAMPLING/TESTING SERVICES IN NATICK, MASSACHUSETTS**

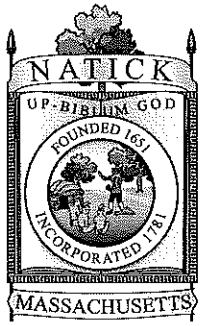
Rates shall be as follows:

**Rate Sheet**

Direct Labor (by labor categories)	Hourly Invoice Rate
Sr. Project Mgr	\$ 177
Project Manager	\$ 145
Project Engineer	\$ 125
CAD Operator	\$ 111
Clerical	\$ 70
Civil Engineer	\$ 125
Electrical Engineer	\$ N/A
Mechanical Engineer	\$ N/A
Surveyor	\$ N/A
Resident Project Representative	\$ N/A
Other (Specify) Senior Environmental Tech.	\$ 105
Engineer	\$ 100
Sr. Engineer	\$ 157
Sr. Resident	\$ N/A
Landscape Architect	\$ N/A
Licensed Site Professional	\$ 177
Environmental Scientist	\$ 125

*All Hourly Invoice Rates shall include all overhead, profit and all actual costs to the Town of Natick. Please note other direct cost, travel, equipment, materials, supplies, etc. shall not be included in the Hourly Invoice Rate, but will be negotiable when a specific project is provided.*





## **TOWN OF NATICK MASSACHUSETTS**

**TO:** Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Susan Ramsey, Director – Natick Council on Aging

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

**DATE:** May 16, 2019

**SUBJECT: FIRST CONTRACT EXTENSION  
FITNESS TRAINING SERVICES CONTRACT**

In late summer 2018, the Town of Natick entered into a contract with Metrowest YMCA, Inc. for the furnishing of fitness training services at the Natick Community Senior Center. A complete explanation of the procurement may be found in the memorandum attached to the earlier procurement. The term of this contract, dated October 29, 2018, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$15,000.00 per year.

The current contract was procured through M.G.L. c. 30B, §4, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Metrowest YMCA, Inc. was the only quoting party during the principal procurement process. Since that time, Metrowest YMCA, Inc. has continued to perform well in its current contract with the Town. Given this set of circumstances, we recommend it to be in the Town's best interest to exercise its first extension of the current contract.

Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Metrowest YMCA, Inc. Please advise if you have any questions or require additional information.

Funding Sources: (\$15,000.00) – Community Services/Council on Aging Budget

General Fund: 0154102-529000 - \$3,750.00

State Formula Grant: 303719-528800 - \$3,750.00

Community Education Revolving Fund: 20095-528800 - \$7,500.00

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 28, 2019

President  
Metrowest YMCA, Inc.  
280 Old Connecticut Path  
Framingham, MA 01701

RE: *FITNESS TRAINING SERVICES CONTRACT*  
*NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Sir/Madam:

As you are aware, the Town of Natick, Massachusetts and Metrowest YMCA, Inc. are parties to a contract for the furnishing of fitness training services (to the Natick Community Senior Center) in the Town of Natick ("Contract.") The Contract was dated October 29, 2018.

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods."

On May 28, 2019, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on October 28, 2020. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

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

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

---

Michael J. Hickey, Jr., Chair

---

Susan G. Salamoff, Vice Chair

---

Jonathan H. Freedman, Clerk

---

Karen Adelman-Foster

---

Richard P. Jennett, Jr.

cc.     Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator - Operations  
         Susan Ramsey, Director, Natick Council on Aging  
         Arti P. Mehta, Comptroller  
         Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP, Office of the Town Counsel



**TOWN OF NATICK**  
**Massachusetts 01760**  
[www.natickma.gov](http://www.natickma.gov)

Bryan R. Le Blanc  
Procurement Officer

VIA REGULAR MAIL

December 11, 2018

President  
Metrowest YMCA, Inc.  
280 Old Connecticut Path  
Framingham, MA 01701

*RE: Contract for the Provision of Fitness Training Services*

Dear Mr. Sir/Madam:

Please find enclosed a fully-executed form of contract.

Please reach out to Ms. Susan Ramsey, Director of the Natick Council on Aging, (508)-647-6544, with any project related questions, as well as for instruction in commencing performance. She will be overseeing this project.

Please let me know if you have any contract-related questions. Thank you for your attention.

Very truly yours,

Bryan R. Le Blanc



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

This Contract is made as of this twenty-ninth day of October, 2018, 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"), and Metrowest YMCA, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 280 Old Connecticut Path, Framingham, MA 01701 (hereinafter the "Contractor").

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

**1. Scope**

In consideration of the obligations herein contained, the Contractor shall provide fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

**2. Standard of Care**

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

**3. Term**

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

**4. Incorporation of the RFQ/Order of Priority of Contract Documents**

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

Fifth Priority:            Contractor's Quote.

5.     Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 all services rendered.

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 RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6.     Warranty

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

DELETED - NOT APPLICABLE.

**7. Compliance with Laws**

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

**8. Insurance**

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability



Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING 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 performance 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, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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

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

If to the Contractor:   President  
                              Metrowest YMCA, Inc.  
                              280 Old Connecticut Path  
                              Framingham, MA 01701.

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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-a-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance 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 Quote 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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 Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this 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 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.

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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

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

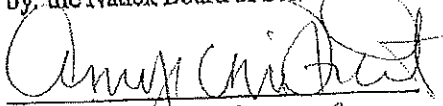
Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

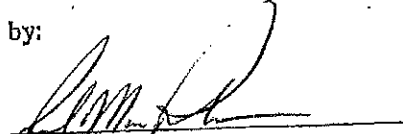
The Town of Natick, Massachusetts

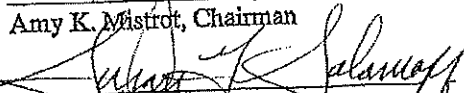
Metro West YMC A  
(Printed Name of Contractor)

by: the Natick Board of Selectmen

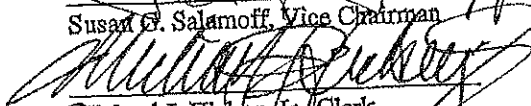
by:

  
Amy K. Mistrot, Chairman


  
Signature

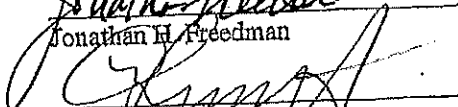
  
Susan G. Salamoff, Vice Chairman

Richard MacPherson  
Printed Name

  
Michael J. Hickey, Jr., Clerk

President & CEO  
Printed Title

  
Jonathan H. Freedman

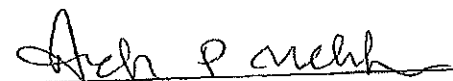
  
Richard P. Jennett, Jr.

Dated: 12/2/18

Dated: 11-1-18


**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick 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: 11.26.18

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

  
Karis L. North, Esq.

Dated: 12/4/18

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES

CERTIFICATE OF VOTE

I, Joy E. Casey, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting Clerk of  
Netro West YMCA  
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on October 23, 2017, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either  
Richard A. MacMahon President/CEO  
(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 15 day of November, 2018 and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered \_\_\_\_\_ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

MetroWest Y MCA

Address: 280 Old Connecticut Path  
Framingham, MA 01701

Total lump sum fee: Fifteen thousand dollars and 200 cents (Write out in both words and numbers.) \$15,000

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

The Quoting party 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 Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

Authorized Signature

Richard MacPherson

Printed Name

President & CEO

Printed Title

9/14/18

Date

Full Legal Name MetroWest YMCA

Officers of Corporation and Addresses

Anne Madara Board Chair - 17 Delmar Ave. Framingham, MA  
Chris Connolly Vice Chair - 500 Worcester Rd Framingham, MA  
Dan Romano Treasure - 150 Royall Street, Suite 102, Canton, MA



Joya Casey Clark - 280 Old Conn Path, Framingham MA

State of Incorporation Massachusetts

Principal Place of Business Framingham and serving

The towns of Natick, Sudbury, Ashland, Hopkinton,  
Holliston, Wayland & Sherborn

Tel. 508-879-4420

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA Framingham

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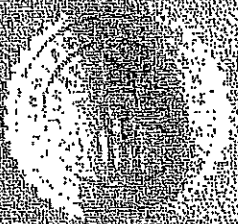
A-E

# American Council on Exercise

KATRINA DRYJA LADD

CERTIFIED PERSONAL TRAINER  
SINCE 2011

DATE: 11/15/2011



81242619

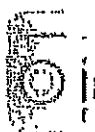
11/15/2011



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Menu

Jesse H. Potter



ACSM ID #

655300

Type

X Undergrad Student

Paid through

10/31/2010

## My Company

Company Name

Click the button to rejoin ACSM

Rejoin ACSM

JESSA H. POTER

MemberCard

[About Me](#)   [My Participation](#)   [My Chapters](#)   [My Journals](#)   [Preferences](#)   [Dues Payment History](#)  
[Meeting Payment History](#)   [My CECs/CMEs History](#)   [Meeting Credit Verification](#)   [My Certifications](#)   [My Communities](#)

## My Certifications

<u>Certification</u>	<u>Effective Date</u>	<u>Thru Date</u>	<u>Renew</u>
ACSM Certified Exercise Physiologist	7/28/2009	12/31/2018	RENEW NOW

In order to maintain the EIM Credential, you must maintain your NCCA or ANSI/ISO 17024-accredited certification.

West Atlantic  
 10000 W. 10th Ave.  
 Suite 3233

Phone: 978.000.0000  
 Fax: 978.000.0000

West Atlantic  
 10000 W. 10th Ave.  
 Suite 3233

https://members.acsm.org/ACSM/Certificates/ContactLayouts/AccountPageCustom.aspx?ID=6555310&My\_Account=10#My\_Account

# American College of Sports Medicine

has conferred upon

*Lestie Schofield*

ACSM Certified Personal Trainer

Having fulfilled the requirements established by the  
Committee on Certification and Registry Boards of the American College of Sports Medicine.

101.5900

Certification Number

June 11, 2010

Certification Date

December 31, 2019

Recertification Due Date

644885

ACSM Identification Number



*William E. Simpson*  
William E. Simpson, Ph.D., FACSM  
Chair, Committee on Certification and  
Registry Boards, ACSM

James R. Whitehead  
ACSM Executive Vice President

# Athletics and Fitness Association of America

This certificate has been awarded to

**Leslie Schofield**

for completion of the following course

## Primary Group Exercise Certification

1180175500

Certificate Number

3/6/2018

Acquisition

3/6/2020

Expiration

**AFAA**

  
President and General Manager



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**Town of Natick  
Request for Quotes; Quote for Fitness Training Services**

**Procurement Office  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, Massachusetts 01760**

**Submitted by Lauren Hanley, Director of Health Integration  
[laurenhanley@metrowestymca.org](mailto:laurenhanley@metrowestymca.org)  
508.879.4420 ext. 239**

## MetroWest YMCA Quote for Fitness Training Services

### Introduction

It is with great pleasure that the MetroWest YMCA submits this quote to provide services to the Town of Natick to deliver Muscle Building fitness classes. The Y is a cause driven charitable organization that is for youth development, healthy living and social responsibility. For more than 57 years we have helped members of the community improve their health and well-being while building a stronger sense of community.

Our programs are focused on developing and promoting activities that address and prevent health conditions. We provide classes and strength training to adults and seniors with a variety of abilities. For example we run the evidence-based LIVESTRONG at the YMCA for cancer survivors and their families to help regain strength following cancer treatments. We also have a Parkinson's Disease and Wellness Program which provides exercise routines for those with Parkinson's disease, MS or other neuromuscular conditions. We also offer evidence-based falls prevention classes, proven to reduce risks of falls in seniors.

We have the ability to offer differing levels of intensity and instruction to help the town meet the needs of the Town's Council on Aging. Over the past year we have successfully partnered with the Town to provide personal training, small group training and fitness orientations 8 hours per week.

Nationally the YMCA is recognized as a leader in the field of health and wellness and the MetroWest YMCA has locally lead the charge to improve the health and well-being of the MetroWest community. This response to the RFQ outlines in more detail our knowledge, skills and approach to support the Town of Natick in its efforts to provide quality services to seniors in the community.

1. Approach and plan to provide the required group fitness programs including details explaining how the Y will serve seniors with a range of physical and cognitive abilities.

Healthy living is one of the pillars of strong families and communities. The Y offers quality services delivered by certified and trained professionals that supports seniors to maintain a high quality of life and healthy lifestyle.

We understand the commitment and have the knowledge needed to help seniors meet their wellness goals. We possess a robust staff of personal trainers and group exercise instructors who work with seniors on a regular basis. In addition to over 10 part time staff who work specifically with seniors weekly, we have 40 other part time staff with exercise knowledge for all fitness levels and 5 full-time fitness professionals who have worked with seniors as well. With our extensive staff, we are able to successfully teach a minimum of three hundred classes annually at the Center to fulfill the requirements of the RFQ.

We are trained and certified in a variety of evidence-based classes that have helped shape our understanding how to work with people with different physical and cognitive abilities and needs. The Y's staff is trained on being inclusive, teaching to all fitness and age levels as well as how to respond in emergency situations. All staff are required to hold a national certification as well as current CPR, AED and First Aid certifications. And prior to getting hired, our staff go through extensive reference and background checks.



MetroWest YMCA Quote for Fitness Training Services

In addition to our Y's extensive history teaching fitness classes to individuals 60 years and older, for the past several years we have operated evidence-based falls prevention classes for seniors, both within our own facilities as well as at different locations in the community including Natick Community and Senior Center, Callahan Senior Center in Framingham and the Edward M. Kennedy Community Health Center, to name a few.

To meet the requirements of the RFQ we will teach up to six muscle building programs, with at least four of these moderate to high intensity programs including muscle building, chair aerobics, bands and advanced bands classes. We can create workout routines for individuals in the fitness center as we have at the Natick Center with the orientations for the past year. The Y staff can also create opportunities in the small group training room. They have knowledge and expertise of how to use the equipment available and experience with the circuit format that the room is best for. Finally our staff has experience teaching large group exercise in both a studio and gym setting. Many instructors have experience teaching chair aerobics. With our large staff, we will teach one hour classes on the following days and times: Tuesdays and Thursdays at 10AM, 11:15AM and 5:30PM. We can also be flexible and adjust the schedule during the contract period to any day and/or time is best for the Center in order to meet the community needs.

**2. Years of experience for Fitness Instruction Services in a Senior Center setting**

The instructors currently teaching the three senior fitness classes all have at least 10 years of experience teaching in a senior setting.

**3. Relevant certifications and evidence of insurance.**

Please see attached addenda 1 with the certificate of proof of insurance. Certifications are attached in addenda 2 for instructors: Catherine DeMello, Katrina Ladd, Jesse Potter, and Leslie Schofield who will be assigned to this programs outlined in this RFQ. Should we use additional instructors, we will provide relevant certificates as needed.

**4. List of other Council on Aging Clients**

Paula Geller- Programs Manager- Council on Aging/Callahan Senior Center

**5. List of three references:**

Paula Kaminow- Vice-President, Framingham Operations  
Edward M. Kennedy Center  
354 Waverly Street, Framingham, MA, 01702  
Paula.Kaminow@kennedychc.org

Paula Geller- Programs Manager  
Council on Aging/Callahan Senior Center  
535 Union Avenue  
Framingham, MA 01702  
508-532-5980  
pgeller@framinghamma.gov

MetroWest YMCA Quote for Fitness Training Services

Suzanne Garcia- Framingham Housing Authority  
Resident Service Coordinator  
1 John J. Brady Dr.  
Framingham, MA. 01702  
508-879-7562 ext. 234

6. A completed quote form, including price

Please see attached addenda 3 for the completed quote form.

**Addenda 1.**  
**Certificate of Insurance**



METRO-9

OP ID: KR

DATE (MM/DD/YYYY)  
09/12/2018

## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Fits Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme	CONTACT Jodi Colena PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL: JColena@FitsInsurance.com ADDRESS:
INSURED Metrowest YMCA, Inc. 280 Old Connecticut Path Framingham, MA 01701	INSURER(S) AFFORDING COVERAGE INSURER A: US Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## 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	TYPE OF INSURANCE	ADDL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LYR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:		5038522074	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1337426946	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100000		5821093053	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	408-733455-6	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ 500,000 EL, DISEASE - EA EMPLOYEE \$ 500,000 EL, DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

TOWNNAT

## CANCELLATION

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

Town of Natick  
Council on Aging  
117 East Central Street  
Natick, MA 01760

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**Addenda 2**

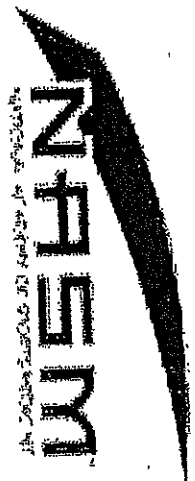
**Relevant Certificates of Trainers:**

**Catherine DeMello**

**Katrina Ladd**

**Jesse Potter**

**Leslie Schofield**



this certificate has been awarded to:

**Catherine DeMello**

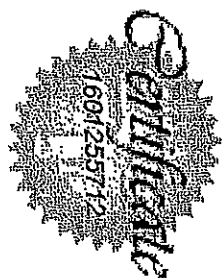
for completion of the following course:

**Certified Personal Trainer**

**6/13/2016**  
Awarded On



**6/13/2018**  
Expires On



Town of Natick  
Natick, Massachusetts

**Request for Quotes**

for

the Procurement of Fitness Training Services

**QUOTES DUE:**  
**September 19, 2018, 11:00 A.M. LOCAL TIME**  
Late Quotes Will Be Rejected

**DELIVER COMPLETED QUOTES TO:**

Procurement Officer  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.

## **I. INTRODUCTION**

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for Fitness Training services in Natick. For a full description of the scope of services, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Fitness Training Services," will be received until 11:00 A.M. local time, September 19, 2018, will be received at this address:

Procurement Office  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at [bleblanc@natickma.org](mailto:bleblanc@natickma.org).

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town will not reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.



## II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of Fitness Training services in the Town of Natick (the "Project").

### A. Scope of Services

The Natick Council on Aging of the Town ("the Town") is seeking a qualified vendor to deliver Muscle Building fitness classes. The Successful Quoting Party will have the ability to offer differing levels of intensity and instruction to ensure that the Town is able to meet the needs of the Town's Council on Aging. This will include offering separate programs (3) that are focused on older adults sixty (60) years of age and older and promote active healthy aging. Additionally, it is expected that the Successful Quoting Party will be able to present programs that will encourage and promote cardio vascular and strength training. Programs will be open to all adult members of the community. Class attendance may range from eight (8) to sixty (60) people.

### Group Fitness Instruction Requirements

- The Successful Quoting Party shall teach up to six (6) muscle building fitness programs; at least four (4) of these must be a moderate to high Intensity program and two programs aimed at low to moderate intensity.
- Each session shall meet for one (1) hour the following days/times:  
Tuesday & Thursday at 10:00 A.M., 11:15 A.M. & 5:30 P.M.
- The Successful Quoting Party Provider shall be able to teach a minimum of three hundred (300) classes annually.
- The Successful Quoting Party shall maintain current AED/CPR certification and certification from a nationally recognized organization as a Certified Fitness Trainer in addition to evidence of Professional Liability Insurance (1 million limit).
- The Successful Quoting Party shall have five (5)+ years' experience in leading group fitness instruction to individuals sixty (60) years of age or older.
- The Successful Quoting Party shall have experience teaching in a senior center or comparable setting.

### REQUIRED ELEMENTS

Each Quoting Party shall also include with its quote the following, which explains:

1. The approach and plan to provide the required group fitness programs including details explaining how the Quoting Party plans to serve seniors with a range of physical and cognitive abilities;
2. Years of experience for Fitness Instruction Services in a Senior Center setting;
3. Relevant certifications and evidence of insurance;
4. List of other Council on Aging clients;
5. List of three (3) References
6. A completed quote form (attached), including price.

**B. Successful Quoting Party's Personnel**

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

**III. COMPLIANCE WITH LAWS**

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. 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.

**IV. INSURANCE**

The Successful Quoting party 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

#### **V. INDEMNIFICATION**

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

#### **VI. INDEPENDENT CONTRACTOR STATUS**

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party 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.

#### **VII. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party 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 Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party 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.

#### **VIII. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED**

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

#### **IX. NO SMOKING/USE OF TOBACCO PRODUCTS**

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered \_\_\_\_\_ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

\_\_\_\_\_

Address:

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

Total lump sum fee: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (Write out in both words and numbers.)

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

The Quoting party 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 Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Legal Name

\_\_\_\_\_  
Officers of Corporation and Addresses

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

\_\_\_\_\_  
State of Incorporation \_\_\_\_\_

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

Tel. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in MA \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT**  
**FORM OF CONTRACT**  
**(SEE ATTACHED DOCUMENT.)**

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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"), and \_\_\_\_\_, a \_\_\_\_\_ 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, 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**

In consideration of the obligations herein contained, the Contractor shall provide fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

**2. Standard of Care**

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

**3. Term**

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

**4. Incorporation of the RFQ/Order of Priority of Contract Documents**

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ



Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
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Fifth Priority: Contractor's Quote.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 all services rendered.

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 RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES

DELETED - NOT APPLICABLE.

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

insurance, and employer's liability under workers' compensation insurance.

- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

- g. 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."

- h. 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 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.

- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.

- j. 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.

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

9. **Indemnification**

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law,

Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED - NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED - NOT APPLICABLE.

14. Independent Contractor Status

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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

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

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is rendering 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

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

Town of Natick, Massachusetts  
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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 performance 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, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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

With a copy 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

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance 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 Quote 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



Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this 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 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.

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
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- 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 prior agreement between the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

The Town of Natick, Massachusetts

Metrowest YMCA, Inc.

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Amy K. Mistrot, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Michael J. Hickey, Jr., Clerk

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

\_\_\_\_\_  
Jonathan H. Freedman

\_\_\_\_\_  
Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

**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.)





METRO-9

OF ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2018

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

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

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 Georgia Hulme	508-620-6200	CONTACT Jodi Colena NAME: Jodi Colena PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 EMAIL: JColena@Fittsinsurance.com ADDRESS: JColena@Fittsinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: U S Fire Insurance		21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER: 1	
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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	5038522074	01/01/2018	01/01/2019
				LIMITS	
				EACH OCCURRENCE \$ 1,000,000	
				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000	
				MED EXP (Any non-physical) \$ 5,000	
				PERSONAL & ADV INJURY \$ 1,000,000	
				GENERAL AGGREGATE \$ 3,000,000	
				PRODUCTS - COM/PROP AGG \$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	1337426946	01/01/2018	01/01/2019
				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000	
				BODILY INJURY (Per person) \$	
				BODILY INJURY (Per accident) \$	
				PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100000		5821093053	01/01/2018	01/01/2019
				EACH OCCURRENCE \$ 5,000,000	
				AGGREGATE \$ 5,000,000	
A	<input checked="" type="checkbox"/> 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	408-733455-6	03/31/2018	03/31/2019
				PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	
				E.L. EACH ACCIDENT \$ 500,000	
				E.L. DISEASE - EA EMPLOYEE \$ 500,000	
				E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Contract for the procurement of Fitness Training Services.  
Town of Natick is additional insured per CG20260413 and FM114013781111  
attached.

CERTIFICATE HOLDER	CANCELLATION
TOWNNAT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Natick Town Hall 13 East Central Street Natick, MA 01760	AUTHORIZED REPRESENTATIVE 



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

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

- |   |  |
|---|--|
| 1. Broadened Insured Status   | 14. Audio, Visual, And Data Electronic Equipment                       |
| 2. Blanket Additional Insured When Required Under Written Contract  | 15. Loan / Lease Payoff Coverage                                       |
| 3. Employee Hired Autos Liability Coverage  | 16. Airbag Coverage  |
| 4. Employees As Insureds  | 17. Multiple Deductible Protection - Covered "Auto" And Trailer        |
| 5. Coverage Extensions - Supplementary Payments   | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss           |
| 6. Limited Fellow Employee Coverage   | 19. Non-Owned Auto Waiver Of Subrogation                               |
| 7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration  | 21. Coverage Territory - Short Term Hired Commercial "Autos"           |
| 9. Extended Towing Coverage   | 22. Limited Mexico Coverage  |
| 10. Glass Breakage  | 23. Unintentional Failure To Disclose Hazards                          |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles                | 24. Mental Anguish Resulting From "Bodily Injury"                      |
| 12. Extra Expense - Stolen Vehicles   | 25. Waiver Of Sovereign Immunity                                       |
| 13. Personal Effects Coverage   | 26. Application Of This Endorsement                                    |





## 1. Broadened Insured Status

SECTION II - LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is amended by the addition of the following: Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.



### **3. Employee Hired Autos Liability Coverage**

The following is added to the Who Is An Insured Provision of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **4. Employees As Insureds**

The following is added to the Section II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **5. Coverage Extensions - Supplementary Payments**

Paragraphs a.(2) and a.(4) under SECTION II – LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

### **6. Limited Fellow Employee Coverage**

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II - LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

### **7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

#### **d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.



(3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.

(4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### **8. Custom Signs And Decoration**

The following is added to Paragraph A. Coverage 1. under SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### **9. Extended Towing Coverage**

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension 9. applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension 9. to apply.

The following is added to Paragraph A.2. Towing under SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### **10. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph A.3. Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION III – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for this coverage.



**11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles**

**A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:**

Paragraph a. Transportation Expenses under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**B. If The Covered "Auto" Has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**12. Extra Expense - Stolen Vehicles**

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.





### 13. Personal Effects Coverage

Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

#### Personal Effects Coverage

1. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto."
2. Subject to Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

### 14. Audio, Visual, And Data Electronic Equipment

The sub-limit in Paragraph C.2. of the Limit of Insurance Provision of SECTION III- PHYSICAL DAMAGE COVERAGE is increased to \$1,500.

### 15. Loan/Lease Payoff Coverage

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

1. The amount paid under the Physical Damage Coverage Section of the policy, and
2. Any;
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".



#### 16. Airbag Coverage

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension 16. applies to that covered "auto".

The following is added to Subparagraph 3.a. under Paragraph B. Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

#### 17. Multiple Deductible Protection -- Covered "Auto" And Trailer

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension 17. applies to those covered "autos":

The following is added to Paragraph D. Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss

A. Subparagraph 2.a. under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph 2.b.(2) under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.



#### **19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

#### **20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### **21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered "auto" of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The "Insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.



## 22. Limited Mexico Coverage

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT** MAY NOT **BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is replaced by the following:

The insurance provided by this Provision 22 will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## 23. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B. General Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.





#### **24. Mental Anguish Resulting From "Bodily Injury"**

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

#### **25. Waiver Of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity."

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

#### **26. Application Of This Endorsement**

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.





METRO-9

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2018

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

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

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme	508-620-6200	CONTACT Jodi Colena NAME: PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL: JColena@FittsInsurance.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: U S Fire Insurance		21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Metrowest YMCA, Inc.  
280 Old Connecticut Path  
Framingham, MA 01701

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOC OTHER:	Y		5038522074	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per occurrence) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		1337426948	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100,000			5821093053	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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	408-733455-6	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. EX. E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Contract for the procurement of Fitness Training Services.  
Town of Natick is additional insured per CG20260413 and FM114013781111 attached.

## CERTIFICATE HOLDER

TOWNNAT

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



11/21/2018

Town of Natick Mail - Fitness Training Contracts



Bryan Leblanc <bleblanc@natickma.org>

---

## Fitness Training Contracts

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Wed, Nov 21, 2018 at 10:30 AM

Krystina Murray <KMurray@fittsinsurance.com>  
To: Bryan Leblanc <bleblanc@natickma.org>

Good Morning Bryan,

The umbrella follows form. I've updated the attached certificate.

Thanks!

Krystina Murray  
Assistant Account Manager

Fitts Insurance Agency, Inc.  
2 Willow Street, Suite 102  
Southborough, MA 01745  
T: 508-620-6200 F: 508-481-0227

[www.FittsInsurance.com](http://www.FittsInsurance.com)  
[www.facebook.com/fittsinsurance](http://www.facebook.com/fittsinsurance)  
<https://twitter.com/fittsinsurance>

Please be reminded that coverage cannot be bound or amended without prior confirmation from a Fitts Insurance Agency representative.

This e-mail message (including attachments, if any) is intended for the use of the individual or entity to whom it is addressed and may contain information that is privileged proprietary, confidential and exempt from disclosure. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited.



11/21/2018

Town of Natick Mail - Fitness Training Contracts

**From:** Bryan Leblanc [mailto:bleblanc@natickma.org]  
**Sent:** Wednesday, November 21, 2018 9:43 AM  
**To:** Krystina Murray <KMurray@fittsinsurance.com>  
**Cc:** Jeanne Sherlock <JSherlock@metrowestymca.org>  
**Subject:** Re: FW: Fitness Training Contracts

[Quoted text hidden]



Town of Natick.pdf  
32K







METRO-9

OP ID: KR

DATE (MM/DD/YYYY)  
11/21/2018

## CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme	508-620-6200	CONTACT Jodi Colena PHONE 508-620-6200 FAX 508-481-0227 E-MAIL JColena@FittsInsurance.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: U S Fire Insurance		21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	5038522074	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	1337426946	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 100000 <input checked="" type="checkbox"/> CLAIMS-MADE	Y	5821093053	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	408-733455-6	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Contract for the procurement of Fitness Training Services.  
Town of Natick is additional insured per CG20260413 and FM114013781111 attached.

## CERTIFICATE HOLDER

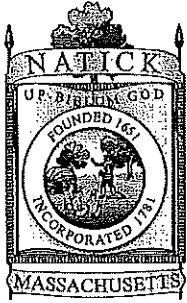
## CANCELLATION

TOWN/NAT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Natick Town Hall 13 East Central Street Natick, MA 01760	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2018/03)

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## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone – Natick Town Administrator  
William D. Chenard – Deputy Town Administrator, Operations  
Jemma Lambert, Director, Natick Community Services  
Susan Ramsey, Director, Natick Council on Aging

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

**DATE:** October 1, 2018

**SUBJECT:** CONTRACT AWARD  
Fitness Training

Pursuant to Massachusetts General Laws Chapter 30B, Section 4, the Town of Natick solicited written quotes, subject to a written purchase description, for fitness training services for the Council on Aging in Natick. As required by the statute, three (3) firms were solicited. The Town received one (1) quote in response. See attached.

The lowest quote received, in the amount of \$15,000.00 for the specified, was submitted by Metrowest YMCA, 280 Old Connecticut Path, Framingham, MA 01701.

The Town has reviewed the quote submitted by Metrowest YMCA, and has determined that said entity is responsive and responsible.

Based upon the foregoing, the Town recommends that the Natick Board of Selectmen award a contract to Metrowest YMCA, in the amount of fifteen thousand dollars and zero cents (\$15,000.00).

The funding to cover the additional sums comes from the following sources:

Funding Sources: (\$15,000.00) – Community Services/Council on Aging Budget

General Fund: 0154102-529000 - \$3,750.00

State Formula Grant: 303719-528800 - \$3,750.00

Community Education Revolving Fund: 20095-528800 - \$7,500.00

## MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Fitness Training

Date: September 19, 2018

In August, 2018, I received a procurement request for fitness training services for the Natick Community Senior Center/Council on Aging.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between \$10,000 and \$50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

*(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of \$10,000 or greater, but not more than \$50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to section 5.*

*(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.*

### **WRITTEN PURCHASE DESCRIPTION:**

Susan Ramsey, the Council on Aging Director, provided me with the scope of services below:

*The Natick Council on Aging of the Town ("the Town") is seeking a qualified vendor to deliver Muscle Building fitness classes. The Successful Quoting Party will have the ability to offer differing levels of intensity and instruction to ensure that the Town is able to meet the needs of the Town's Council on Aging. This will include offering separate programs (3) that are focused on older adults sixty (60) years of age and older and promote active healthy aging. Additionally, it is expected that the Successful Quoting Party will be able to present programs that will encourage and promote cardio vascular*

*and strength training. Programs will be open to all adult members of the community. Class attendance may range from eight (8) to sixty (60) people.*

#### *Group Fitness Instruction Requirements*

- *The Successful Quoting Party shall teach up to six (6) muscle building fitness programs; at least four (4) of these must be a moderate to high Intensity program and two programs aimed at low to moderate intensity.*

- *Each session shall meet for one (1) hour the following days/times:*

*Tuesday & Thursday at 10:00 A.M., 11:15 A.M. & 5:30 P.M.*

- *The Successful Quoting Party Provider shall be able to teach a minimum of three hundred (300) classes annually.*

- *The Successful Quoting Party shall maintain current AED/CPR certification and certification from a nationally recognized organization as a Certified Fitness Trainer in addition to evidence of Professional Liability Insurance (1 million limit).*

- *The Successful Quoting Party shall have five (5)+ years' experience in leading group fitness instruction to individuals sixty (60) years of age or older.*

- *The Successful Quoting Party shall have experience teaching in a senior center or comparable setting.*

#### *REQUIRED ELEMENTS*

*Each Quoting Party shall also include with its quote the following, which explains:*

- 1. The approach and plan to provide the required group fitness programs including details explaining how the Quoting Party plans to serve seniors with a range of physical and cognitive abilities;*
- 2. Years of experience for Fitness Instruction Services in a Senior Center setting;*
- 3. Relevant certifications and evidence of insurance;*
- 4. List of other Council on Aging clients;*
- 5. List of three (3) References*
- 6. A completed quote form (attached), including price.*

**SOLICITED FIRMS:**

On August 27, 2018, I used the Request for Quotes and its purchase description to solicit three (3) entities/individuals for written quotes. Firms solicited for written quotes, per Ms. Ramsey's instructions, at the emails shown below, were:

1. MetroWest YMCA  
Attn: Jeanne Sherlock  
Chief Operating Officer  
280 Old Connecticut Path  
Framingham, MA 01701  
[jsherlock@metrowestymca.org](mailto:jsherlock@metrowestymca.org)  
508-879-4420
2. Lin Hultgren  
60 Esther Street  
Worcester, MA 01607  
[linhultgren@gmail.com](mailto:linhultgren@gmail.com)  
508-754-8547
3. Jane Golder  
5 Oakwood Court  
Framingham, MA 01701  
[getfitwithjane@gmail.com](mailto:getfitwithjane@gmail.com)  
508-877-9234

Quotes were ultimately due no later than 11:00 A.M. local time on September 19, 2018.

**DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING  
QUOTES/AMOUNT OF EACH QUOTATION:**

1. On September 18, 2018, Metrowest YMCA, at the above address, submitted a quote of fifteen thousand dollars and zero cents (\$15,000.00) to perform the required services.

2. On August 27, 2018, Lin Hultgren, at the above address, replied that she would not be submitting a quote, due to scheduling conflicts.
3. Jane Golder, at the above address, did not quote or respond, despite a message left at her telephone number.



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

This Contract is made as of this twenty-ninth day of October, 2018, 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"), and Metrowest YMCA, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 280 Old Connecticut Path, Framingham, MA 01701 (hereinafter the "Contractor").

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

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

Fifth Priority: Contractor's Quote.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 all services rendered.

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 RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

DELETED – NOT APPLICABLE.

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

insurance, and employer's liability under workers' compensation insurance.

- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. 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.”
- h. 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 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.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. 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.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law,

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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

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

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is rendering 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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 performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING 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 performance 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, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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

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

If to the Contractor:    President  
                                  Metrowest YMCA, Inc.  
                                  280 Old Connecticut Path  
                                  Framingham, MA 01701.

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



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance 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 Quote 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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 Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this 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 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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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

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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

The Town of Natick, Massachusetts

\_\_\_\_\_  
(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Amy K. Mistrot, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Michael J. Hickey, Jr., Clerk

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

\_\_\_\_\_  
Jonathan H. Freedman

\_\_\_\_\_  
Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered \_\_\_\_\_ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

MetroWest YMCA

Address: 280 Old Connecticut Path  
Framingham, MA 01701

Total lump sum fee: Fifteen thousand dollars and 200 cents (Write out in both words and numbers.) \$15,000

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

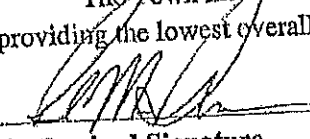
The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

The Quoting party 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 Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

  
Authorized Signature

Richard MacPherson  
Printed Name

President & CEO  
Printed Title

9/14/18  
Date

MetroWest YMCA  
Full Legal Name

Officers of Corporation and Addresses

Anne Madara Board Chair - 17 Delmar Ave. Framingham, MA  
Chris Connolly Vice Chair - 500 Worcester Rd Framingham, MA  
Dan Romano Treasure - 150 Royal Street, Suite 102, Canton, MA

Joya Casey Clerk - 280 Old Conn Path, Framingham MA

State of Incorporation Massachusetts

Principal Place of Business Framingham and serving

The towns of Natick, Sudbury, Ashland, Hopkinton,

Holliston, Wayland & Sherborn

Tel. 508.879.4420

Qualified in Massachusetts Yes X No       

Principal Place of Business in MA Framingham

---



**A.O.E.**

# American Council on Exercise

This certificate awards credit

**KATRINA DRYJA LADD**

has met all the requirements of the American Council on Exercise to  
develop and implement fitness programs for individuals who have no  
apparent physical limitations or special medical needs.

**CERTIFIED PERSONAL TRAINER**  
SINCE 2011

CHIEF SCIENCE OFFICER

*COE*



8/31/2019

VALID THROUGH



---

Menu

Jesse H. Potter



ACSM ID # 655300

Type X Undergrad Student

Paid through 10/31/2010

## My Company

Company Name

Click the button to rejoin ACSM

Rejoin ACSM

View Profile

MemberCard

- About Me
- My Participation
- My Chapters
- My Journals
- Preferences
- Dues Payment History
- Meeting Payment History
- My CECs/CMEs History
- Meeting Credit Verification
- My Certifications
- My Communities

## My Certifications

Certification	Effective Date	Thru Date	Renew
ACSM Certified Exercise Physiologist	7/28/2009	12/31/2018	RENEW NOW

In order to maintain the EIM Credential, you must maintain your NCCA or ANSI/ISO 17024-accredited certification.

401 West Northshore Blvd  
Birmingham, AL 35202 3233  
Phone: (205) 978-0000  
Fax: (205) 978-7017

ACSM Logo ACSM Store ACSM RSS

# American College of Sports Medicine

has conferred upon

*Lestie Schuchfield*

ACSM Certified Personal Trainer

Having fulfilled the requirements established by the  
Committee on Certification and Registry Boards of the American College of Sports Medicine.

1015900

Certification Number

June 11, 2010

Certification Date

December 31, 2019

Recertification Due Date

644885

ACSM Identification Number



*William F. Simpson*  
William F. Simpson, Ph.D., FACSM  
Chair, Committee on Certification and  
Registry Boards, ACSM

James R. Whitehead  
ACSM Executive Vice President

# Athletics and Fitness Association of America

This certificate has been awarded to

**Leslie Schofield**

for completion of the following course

## Primary Group Exercise Certification

1180175500

Certificate Number

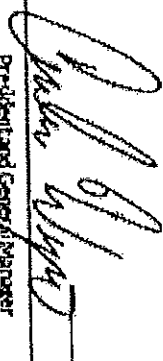
3/6/2018

Awarded On

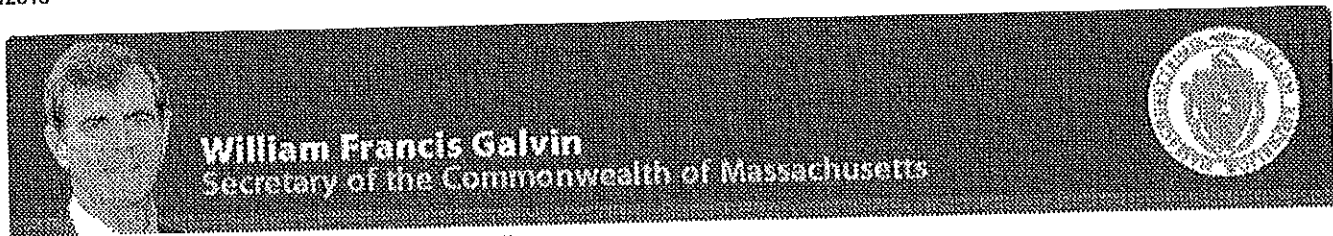
3/6/2020

Expires On



  
President and General Manager

**Addenda 3**  
**Town of Natick Quote Form**



## Corporations Division

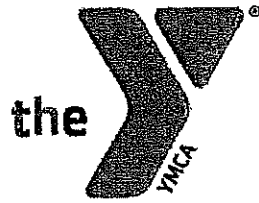
### Business Entity Summary

ID Number: 042281530

[Request certificate](#)[New search](#)

Summary for: METROWEST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

<b>The exact name of the Nonprofit Corporation:</b> METROWEST YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.			
<b>The name was changed from:</b> METROWEST YMCA, INC. <b>on</b> 06-23-2016			
<b>The name was changed from:</b> REGIONAL YOUNG MEN'S CHRISTIAN <b>on</b> 06-29-1999			
<b>Entity type:</b> Nonprofit Corporation			
<b>Identification Number:</b> 042281530		<b>Old ID Number:</b> 000000425	
<b>Date of Organization in Massachusetts:</b> 10-20-1960			
<b>Last date certain:</b>			
<b>Current Fiscal Month/Day:</b> /		<b>Previous Fiscal Month/Day:</b> 00/00	
<b>The location of the Principal Office in Massachusetts:</b>			
Address: 280 OLD CONNECTICUT PATH			
City or town, State, Zip code, FRAMINGHAM, MA 01701 USA			
Country:			
<b>The name and address of the Resident Agent:</b>			
Name:			
Address:			
City or town, State, Zip code,			
Country:			
<b>The Officers and Directors of the Corporation:</b>			
Title	Individual Name	Address	Term expires
PRESIDENT	RICHARD A MACPHERSON	21 WINDSOR CIRCLE JEFFERSON, MA 01522 USA	09-30-2023
TREASURER	DAN ROMANO	10 FOOTHILL ROAD FRAMINGHAM, MA 01702 USA	05-30-2019
CFO	SEAN M MCGOURTY	47 LAMPLIGHTER DRIVE SHREWSBURY, MA 01545 USA	05-30-2019
CLERK	JOYA E CASEY	31 VAILLENCOURT DRIVE FRAMINGHAM, MA 01701 USA	05-30-2019
CHAIR,	ANNE MADARA	17 DELMAR AVENUE FRAMINGHAM,	05-30-



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**Town of Natick  
Request for Quotes; Quote for Fitness Training Services**

**Procurement Office  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, Massachusetts 01760**

**Submitted by Lauren Hanley, Director of Health Integration  
[laurenhanley@metrowestymca.org](mailto:laurenhanley@metrowestymca.org)  
508.879.4420 ext. 239**



## **Introduction**

It is with great pleasure that the MetroWest YMCA submits this quote to provide services to the Town of Natick to deliver Muscle Building fitness classes. The Y is a cause driven charitable organization that is for youth development, healthy living and social responsibility. For more than 57 years we have helped members of the community improve their health and well-being while building a stronger sense of community.

Our programs are focused on developing and promoting activities that address and prevent health conditions. We provide classes and strength training to adults and seniors with a variety of abilities. For example we run the evidence-based LIVESTRONG at the YMCA for cancer survivors and their families to help regain strength following cancer treatments. We also have a Parkinson's Disease and Wellness Program which provides exercise routines for those with Parkinson's disease, MS or other neuromuscular conditions. We also offer evidence-based falls prevention classes, proven to reduce risks of falls in seniors.

We have the ability to offer differing levels of intensity and instruction to help the town meet the needs of the Town's Council on Aging. Over the past year we have successfully partnered with the Town to provide personal training, small group training and fitness orientations 8 hours per week.

Nationally the YMCA is recognized as a leader in the field of health and wellness and the MetroWest YMCA has locally lead the charge to improve the health and well-being of the MetroWest community. This response to the RFQ outlines in more detail our knowledge, skills and approach to support the Town of Natick in its efforts to provide quality services to seniors in the community.

- 1. Approach and plan to provide the required group fitness programs including details explaining how the Y will serve seniors with a range of physical and cognitive abilities.**

Healthy living is one of the pillars of strong families and communities. The Y offers quality services delivered by certified and trained professionals that supports seniors to maintain a high quality of life and healthy lifestyle.

We understand the commitment and have the knowledge needed to help seniors meet their wellness goals. We possess a robust staff of personal trainers and group exercise instructors who work with seniors on a regular basis. In addition to over 10 part time staff who work specifically with seniors weekly, we have 40 other part time staff with exercise knowledge for all fitness levels and 5 full-time fitness professionals who have worked with seniors as well. With our extensive staff, we are able to successfully teach a minimum of three hundred classes annually at the Center to fulfill the requirements of the RFQ.

We are trained and certified in a variety of evidence-based classes that have helped shape our understanding how to work with people with different physical and cognitive abilities and needs. The Y's staff is trained on being inclusive, teaching to all fitness and age levels as well as how to respond in emergency situations. All staff are required to hold a national certification as well as current CPR, AED and First Aid certifications. And prior to getting hired, our staff go through extensive reference and background checks.

*MetroWest YMCA Quote for Fitness Training Services*

In addition to our Y's extensive history teaching fitness classes to individuals 60 years and older, for the past several years we have operated evidence-based falls prevention classes for seniors, both within our own facilities as well as at different locations in the community including Natick Community and Senior Center, Callahan Senior Center in Framingham and the Edward M. Kennedy Community Health Center, to name a few.

To meet the requirements of the RFQ we will teach up to six muscle building programs, with at least four of these moderate to high intensity programs including muscle building, chair aerobics, bands and advanced bands classes. We can create workout routines for individuals in the fitness center as we have at the Natick Center with the orientations for the past year. The Y staff can also create opportunities in the small group training room. They have knowledge and expertise of how to use the equipment available and experience with the circuit format that the room is best for. Finally our staff has experience teaching large group exercise in both a studio and gym setting. Many instructors have experience teaching chair aerobics. With our large staff, we will teach one hour classes on the following days and times: Tuesdays and Thursdays at 10AM, 11:15AM and 5:30PM. We can also be flexible and adjust the schedule during the contract period to any day and/or time is best for the Center in order to meet the community needs.

**2. Years of experience for Fitness Instruction Services in a Senior Center setting**

The instructors currently teaching the three senior fitness classes all have at least 10 years of experience teaching in a senior setting.

**3. Relevant certifications and evidence of insurance.**

Please see attached addenda 1 with the certificate of proof of insurance. Certifications are attached in addenda 2 for Instructors: Catherine DeMello, Katrina Ladd, Jesse Potter, and Leslie Schofield who will be assigned to this programs outlined in this RFQ. Should we use additional instructors, we will provide relevant certificates as needed.

**4. List of other Council on Aging Clients**

Paula Geller- Programs Manager- Council on Aging/Callahan Senior Center

**5. List of three references:**

Paula Kaminow- Vice-President, Framingham Operations  
Edward M. Kennedy Center  
354 Waverly Street, Framingham, MA, 01702  
Paula.Kaminow@kennedychc.org

Paula Geller- Programs Manager  
Council on Aging/Callahan Senior Center  
535 Union Avenue  
Framingham, MA 01702  
508-532-5980  
pgeller@framinghamma.gov

*MetroWest YMCA Quote for Fitness Training Services*

Suzanne Garcia- Framingham Housing Authority  
Resident Service Coordinator  
1 John J. Brady Dr.  
Framingham, MA. 01702  
508-879-7562 ext. 234

**6. A completed quote form, including price**

Please see attached addenda 3 for the completed quote form.

**Addenda 1.**  
**Certificate of Insurance**



METRO-9

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2018

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

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

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme	508-620-6200	CONTACT Jodi Colena NAME: PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL: JColena@FittsInsurance.com ADDRESS:
INSURED Metrowest YMCA, Inc. 280 Old Connecticut Path Framlingham, MA 01701		INSURER(S) AFFORDING COVERAGE INSURER A: U S Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 21113

## COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5038522074	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1337426946	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100000		5821093053	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	408-733455-6	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

TOWN/NAT

## CANCELLATION

Town of Natick  
Council on Aging  
117 East Central Street  
Natick, MA 01760

AUTHORIZED REPRESENTATIVE

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

## **Addenda 2**

### **Relevant Certificates of Trainers:**

**Catherine DeMello**

**Katrina Ladd**

**Jesse Potter**

**Leslie Schofield**



this certificate has been awarded to:

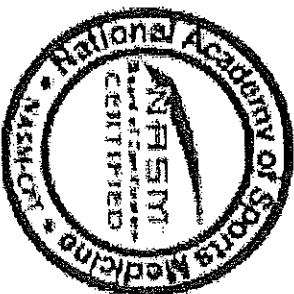
**Catherine DeMello**

for completion of the following course:

**Certified Personal Trainer**

**6/13/2016**

Awarded On



**6/13/2018**

Expires On



**Town of Natick  
Natick, Massachusetts**

**Request for Quotes**

**for**

**the Procurement of Fitness Training Services**

**QUOTES DUE:  
September 19, 2018, 11:00 A.M. LOCAL TIME  
Late Quotes Will Be Rejected**

**DELIVER COMPLETED QUOTES TO:**

**Procurement Officer  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.**



## **I. INTRODUCTION**

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for Fitness Training services in Natick. For a full description of the scope of services, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Fitness Training Services," will be received until 11:00 A.M. local time, September 19, 2018, will be received at this address:

Procurement Office  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at [bleblanc@natickma.org](mailto:bleblanc@natickma.org).

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town will not reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

## **II. BACKGROUND**

The Town solicits Quotes from qualified firms or individuals for the procurement of Fitness Training services in the Town of Natick (the "Project").

### **A. Scope of Services**

The Natick Council on Aging of the Town ("the Town") is seeking a qualified vendor to deliver Muscle Building fitness classes. The Successful Quoting Party will have the ability to offer differing levels of intensity and instruction to ensure that the Town is able to meet the needs of the Town's Council on Aging. This will include offering separate programs (3) that are focused on older adults sixty (60) years of age and older and promote active healthy aging. Additionally, it is expected that the Successful Quoting Party will be able to present programs that will encourage and promote cardio vascular and strength training. Programs will be open to all adult members of the community. Class attendance may range from eight (8) to sixty (60) people.

### **Group Fitness Instruction Requirements**

- The Successful Quoting Party shall teach up to six (6) muscle building fitness programs; at least four (4) of these must be a moderate to high Intensity program and two programs aimed at low to moderate intensity.
- Each session shall meet for one (1) hour the following days/times:  
Tuesday & Thursday at 10:00 A.M., 11:15 A.M. & 5:30 P.M.
- The Successful Quoting Party Provider shall be able to teach a minimum of three hundred (300) classes annually.
- The Successful Quoting Party shall maintain current AED/CPR certification and certification from a nationally recognized organization as a Certified Fitness Trainer in addition to evidence of Professional Liability Insurance (1 million limit).
- The Successful Quoting Party shall have five (5)+ years' experience in leading group fitness instruction to individuals sixty (60) years of age or older.
- The Successful Quoting Party shall have experience teaching in a senior center or comparable setting.

### **REQUIRED ELEMENTS**

Each Quoting Party shall also include with its quote the following, which explains:

1. The approach and plan to provide the required group fitness programs including details explaining how the Quoting Party plans to serve seniors with a range of physical and cognitive abilities;
2. Years of experience for Fitness Instruction Services in a Senior Center setting;
3. Relevant certifications and evidence of insurance;
4. List of other Council on Aging clients;
5. List of three (3) References
6. A completed quote form (attached), including price.

**B. Successful Quoting Party's Personnel**

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

**III. COMPLIANCE WITH LAWS**

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. 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.

**IV. INSURANCE**

The Successful Quoting party 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

## **V. INDEMNIFICATION**

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

## **VI. INDEPENDENT CONTRACTOR STATUS**

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party 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.

## **VII. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party 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 Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party 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.

## **VIII. USE OF ALCOHOL AND CONTROLLED AND/OR MOOD ALTERING SUBSTANCES PROHIBITED**

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

## **IX. NO SMOKING/USE OF TOBACCO PRODUCTS**

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of Fitness Training services in Natick.

The undersigned Quoting party acknowledges addenda numbered \_\_\_\_\_ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total lump sum fee: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (Write out in both words and numbers.)

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of

the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

The Quoting party 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 Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

The Town intends to award one (1) contract, if at all, to the responsible and responsive party providing the lowest overall quote to provide the services enumerated in this RFQ.

\_\_\_\_\_  
**Authorized Signature**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Full Legal Name**

\_\_\_\_\_  
**Officers of Corporation and Addresses**

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

\_\_\_\_\_  
State of Incorporation \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Tel. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in MA \_\_\_\_\_

\_\_\_\_\_

---

**ATTACHMENT  
FORM OF CONTRACT  
(SEE ATTACHED DOCUMENT.)**



**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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"), and \_\_\_\_\_, a \_\_\_\_\_ 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, 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

In consideration of the obligations herein contained, the Contractor shall provide fitness training services in the Town of Natick, as described in the Request for Quotes for Fitness Training Services ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

Fifth Priority:            Contractor's Quote.

5.     Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 all services rendered.

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 RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, 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, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6.     Warranty

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

DELETED – NOT APPLICABLE.

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$1,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

insurance, and employer's liability under workers' compensation insurance.

- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

- g. 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."

- h. 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 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.

- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.

- j. 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.

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

9. **Indemnification**

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law,

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED -- NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED -- NOT APPLICABLE.

14. Independent Contractor Status

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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

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

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

**16. No Smoking**

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

**17. Criminal Background Screening**

For each employee of the Contractor who is rendering 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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 performance.

**19. Termination**

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING 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 performance 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, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

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

With a copy 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



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF**  
**FITNESS TRAINING SERVICES**

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 performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance 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 Quote 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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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 Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this 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 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.

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

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

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

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

The Town of Natick, Massachusetts

Metrowest YMCA, Inc.

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Amy K. Mistrot, Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Michael J. Hickey, Jr., Clerk

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

\_\_\_\_\_  
Jonathan H. Freedman

\_\_\_\_\_  
Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF  
FITNESS TRAINING SERVICES**

**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

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

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

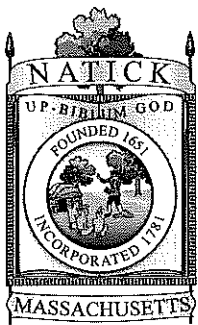
I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

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

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

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



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Paul Carew, Veterans' Services Director

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

**DATE:** May 15, 2018

**SUBJECT: SECOND CONTRACT EXTENSION  
PRESCRIPTION MEDICATION CONTRACT**

In summer 2017, the Town of Natick entered into a contract with Family Pharmacy, Inc. for the furnishing of prescription medications to veterans receiving services through Natick Community Services. A complete explanation of the procurement may be found in the memorandum attached to the earlier procurement. The term of this contract, dated August 29, 2017, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$18,500/month, with an understanding that the amount may vary; the historical usage for the year is approximately \$25,000.00.

On June 25, 2018, the Natick Board of Selectmen exercised its first one (1)-year option for renewal.

The current contract was procured through M.G.L. c. 30B, §4, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Family Pharmacy, Inc. was the only quoting party. In fact, it was the only pharmacy in the area that could provide the delivery services required to perform under the contract. Family Pharmacy, Inc. has continued, in the first extension period, to perform extremely well in its current contract with the Town.

Given this set of circumstances, as well as Family Pharmacy, Inc.'s continued beneficial performance, we recommend it to be in the Town's best interest to exercise its second extension of the current contract. This will be the final renewal, as M.G.L. c. 30B, §12 limits the term of any covered contract to three (3) years, inclusive of any options for renewal. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft

correspondence to Family Pharmacy, Inc. Please advise if you have any questions or require additional information.

Funding Source: M.G.L. Chapter 115 benefits program. – Approx. \$25,000.00/yr.  
Account No. 01543025711000

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 28, 2019

Mr. Hamid Mohaghegh  
President  
Family Pharmacy, Inc.  
100 Grove Street  
Suite 201  
Worcester, MA 01605

RE: *PRESCRIPTION MEDICATION CONTRACT*  
*NOTICE OF EXERCISE OF SECOND RENEWAL TERM*

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract.") The Contract was dated August 29, 2017.

Article 3 of the Contract, entitled "Term," provides 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 June 25, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This first option year shall expire on August 28, 2019.

On May 28, 2019, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its second option to extend the Contract for one (1) additional one (1)-year renewal term. This second option year shall expire on August 28, 2020. This letter shall serve as notice of the Town's exercise of its second option.

All provisions of the Contract shall remain in full force and effect during all periods of option.

Thank you for your consideration. The Town looks forward to working with you again.



Very truly yours,

The Natick Board of Selectmen

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Michael J. Hickey, Jr., Chair

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Susan G. Salamoff, Vice Chair

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Jonathan H. Freedman, Clerk

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Karen Adelman-Foster

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Richard P. Jennett, Jr.

cc.     Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator - Operations  
         Paul Carew, Veterans' Services Director  
         Arti P. Mehta, Comptroller  
         Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP, Office of the Town Counsel

**Town of Natick**  
*Massachusetts 01760*  
*Home of Champions*



Amy K. Mistrot, Chair  
Susan G. Salamoff, Vice Chair  
Michael J. Hickey, Jr., Clerk  
Jonathan H. Freedman  
Richard P. Jennett, Jr.

June 26, 2018

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Mr. Hamid Mohaghegh  
President  
Family Pharmacy, Inc.  
100 Grove Street, Suite 201  
Worcester, MA 01605

**RE:      *PRESCRIPTION MEDICATION CONTRACT***  
***NOTICE OF EXERCISE OF FIRST RENEWAL TERM***

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract"). The Contract was dated August 29, 2017.

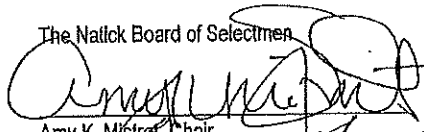
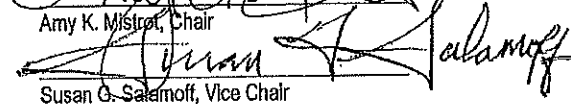
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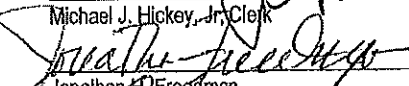
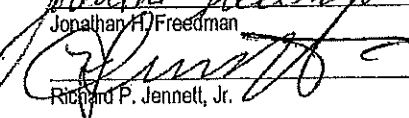
On June 25, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on August 28, 2019. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so. All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

  
Amy K. Mistrot, Chair  
  
Susan G. Salamoff, Vice Chair

  
Michael J. Hickey, Jr., Clerk  
  
Jonathan H. Freedman  
  
Richard P. Jennett, Jr.

cc:      Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator - Operations  
         Jemma Lambert, Director, Natick Community Services  
         Paul Carew, Veterans' Services Director  
         Aarti P. Mehta, Comptroller  
         John P. Flynn, Esq.

Board of Selectmen ▪ 13 East Central Street ▪ Natick, Massachusetts 01760 ▪ Phone: (508) 647-6410 ▪ Fax: (508) 647-6401  
Website: [www.natickma.gov](http://www.natickma.gov) ▪ Email: [selectmen@natickma.org](mailto:selectmen@natickma.org)

[Sign up](#) to receive a text message or email when new bids are added!



[Format for Printing](#)

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<b>Bid Title:</b>	Renewal - Prescription Medication
<b>Category:</b>	Goods
<b>Status:</b>	Open

---

**Description:**

First one (1)-year option exercised on 6/25/18. Option year will end on 8/28/2019. Vendor: Family Pharmacy, Inc., 100 Grove Street, Suite 201, Worcester, MA 01605. Subject to original contract terms and conditions. Original contract dated 8/29/17. Solicited rate \$18,500/mo., though amount depends upon actual usage.

**Publication Date/Time:**

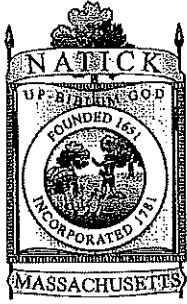
6/26/2018 10:00 AM

**Closing Date/Time:**

Open Until Contracted

[Return To Main Bid Postings Page](#)

[Select Language](#) ▼



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Jemma Lambert, Director, Natick Community Services  
Paul Carew, Veterans' Services Director

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

**DATE:** June 19, 2018

**SUBJECT: CONTRACT EXTENSION  
PRESCRIPTION MEDICATION CONTRACT**

In summer 2017, the Town of Natick entered into a contract with Family Pharmacy, Inc. for the furnishing of prescription medications to veterans receiving services through Natick Community Services. A complete explanation of the procurement may be found in the memorandum attached to the earlier procurement. The term of this contract, dated August 29, 2017, was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$18,500/month, with an understanding that the amount may vary; the historical usage for the year is approximately \$25,000.00.

The current contract was procured through M.G.L. c. 30B, §4, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Family Pharmacy, Inc. was the only quoting party. In fact, it was the only pharmacy in the area that could provide the delivery services required to perform under the contract. Family Pharmacy, Inc. has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as Family Pharmacy, Inc.'s beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract. Assuming the Selectmen are so inclined to do so, renewal may be accomplished by executing the attached draft correspondence to Family Pharmacy, Inc. Please advise if you have any questions or require additional information.

Funding Source: M.G.L. Chapter 115 benefits program. – Approx. \$25,000.00  
Account No. 01543025711000

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

June 26, 2018

Mr. Hamid Mohaghegh  
President  
Family Pharmacy, Inc.  
100 Grove Street  
Suite 201  
Worcester, MA 01605

RE: *PRESCRIPTION MEDICATION CONTRACT*  
*NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract.") The Contract was dated August 29, 2017.

Article 3 of the Contract, entitled "Term," provides 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 June 25, 2018, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on August 28, 2019. This letter shall serve as notice of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

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Amy K. Mistrot, Chair

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Susan G. Salamoff, Vice Chair

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Michael J. Hickey, Jr, Clerk

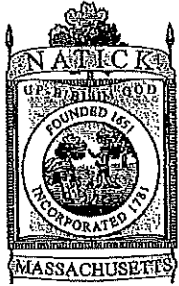
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Jonathan H. Freedman

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Richard P. Jennett, Jr.

cc.     Melissa A. Malone, Town Administrator  
         William D. Chenard, Deputy Town Administrator - Operations  
         Jemma Lambert, Director, Natick Community Services  
         Paul Carew, Veterans' Services Director  
         Arti P. Mehta, Comptroller  
         John P. Flynn, Esq.



## TOWN OF NATICK MASSACHUSETTS

**TO:** Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jemma Lambert, Director, Natick Community Services  
Paul Carew, Veterans' Services Director

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

**DATE:** August 28, 2017

**SUBJECT: CONTRACT AWARD**  
**Prescription Medication Procurement**

On August 28, 2017, quotations were received in response to the Town's Request for Quotations (RFQ) for services for prescription medications. The Town solicited three (3) written quotes. (Since the amount of the procurement was anticipated to be between \$10,000 and \$50,000, a quote process was used. Unlike a bid or proposal process, formal newspaper advertisement, Goods and Services advertisement, website posting, and Town Hall posting, are not required or applicable.) The Town received one (1) written quote in response. See attached.

The party submitting the lowest quote was Family Pharmacy, Inc. Family Pharmacy, Inc.'s quote to provide a monthly supply of all medications listed was \$18,500.00/month. With insurances, the estimate of the Town's annual payment will be \$25,000.00.

I have performed due diligence and have concluded that Family Pharmacy, Inc. is a responsible and responsive firm. We recommend that the Town award the contract to Family Pharmacy, Inc. in accordance with its quote.

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

Quotes Received: 08/28/17

MEMORANDUM

To: FILE  
From: Bryan R. Le Blanc, Procurement Officer  
Re: Quote Process -- Prescription Medication Plan  
Date: August 28, 2017

In late July, 2017, I received a procurement request in conjunction with the prescription drug assistance program run by the Veterans' Services Department. The cost of these services is approximately \$25,000.00.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between \$10,000 and \$50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

*(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of \$10,000 or greater, but not more than \$50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to section 5.*

*(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.*

**WRITTEN PURCHASE DESCRIPTION:**

"The Town seeks to procure services from a qualified individual/entity to provide prescription medications to individuals receiving monies from the Town of Natick, through its Veterans' Services Department.

The Town of Natick Veterans' Services Department receives various state and local grants each year. Monies are deposited into the Town treasury, whereby the Town pays a portion of the prescriptions of certain individual veteran residents who qualify for assistance.

Because the Town is entering into a contract with a private contractor with public money on behalf of its residents, it is currently seeking quotes under M.G.L. c. 30B, §4.

The Town seeks to procure products based upon a single thirty days supply of the following drugs for the entire calendar year. A list of the drugs used, for comparative purposes, is attached hereto. Historical usage has averaged approximately \$25,000.

However, the Town recognizes that this historical usage is for comparative purposes of quotes and award only. Usage may fluctuate, and any contract awarded will reflect actual usage. Nothing herein shall compel the Town to purchase the quantities or products listed above. The Town is seeking the services of a vendor that will supply prescription needs over the coming year.



The Successful Quoting party shall be within walking distance of the Natick Community Senior Center, 117 East Central Street, Natick, MA 01760 and shall deliver all prescriptions, free of charge to recipients, on at least a Monday through Saturday basis. It shall also accept all major insurances, which shall include, but shall not be limited to, the following:

United Health Care Insurance Part D  
MassHealth  
AARP Medicare RX  
Blue Cross/Blue Shield Medex  
Tufts Health Plan Medicare Preferred  
Humana RX Plan  
Harvard Pilgrim Medicare Enhanced  
First Health RX.

Any contract awarded shall be for one (1) year. At the sole discretion of the Town, the term of any contract awarded may be extended for an additional one (1) or two (2) one (1)-year renewals.

The Successful Quoting party shall have a minimum of five (5) years as a registered pharmacy in the Commonwealth of Massachusetts and shall offer a delivery service.

The Successful Quoting party shall enter into a contract in the form of the attached. No exceptions shall be taken."

#### SOLICITED FIRMS:

On August 23, 2017, I used the Request for Quotes and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30B, §4. Firms solicited for written quotes, at the emails shown below were:

1. Natick Family Pharmacy, 67 Union Street, Suite 101, Natick, MA 01760 (508)-720-4971. Email: [jamievaldez@familypharmacyrx.com](mailto:jamievaldez@familypharmacyrx.com).
2. CVS, 137 West Central Street, Natick, MA 01760 (508)-655-2271. Fax 508-652-9780.
3. Walgreens, 148 W Central St, Natick, MA 01760 (508)-653-3303. Fax (508) 653-3303. Email: [matthew.goldstein@walgreens.com](mailto:matthew.goldstein@walgreens.com).

Quotes were ultimately due no later than 11:00 A.M. local time on August 28, 2017.

#### DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On Wednesday, August 23, 2017, Walgreens, at the above address, emailed to decline to provide the service.
2. On Monday, August 28, 2017, Family Pharmacy, at the above address, emailed a quote of \$18,500 to provide a month supply of the above medications, acknowledging that the actual quantities would vary.
3. CVS did not submit a quote by the deadline date and time.

Award should be made, if at all, to Family Pharmacy, Inc., which is the responsive and responsive firm that submitted the lowest quote to perform all required services.

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

This Contract is made this twenty-ninth day of August, 2017, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and Family Pharmacy, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 100 Grove Street, Suite 201, Worcester, MA 01605 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") 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 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.

4. Incorporation of the Request for Quotes/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
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**5. Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 Request for Quotes, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

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

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

**6. Warranty**

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
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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. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

**7. Compliance with Laws**

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

**8. Insurance**

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

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

**Town of Natick**  
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and hired vehicles - Combined single limit of \$1,000,000.

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

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

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
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9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFQ 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

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

DELETED/NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED/NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

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

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

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town 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.



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

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

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

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

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given 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: Martha L. White  
Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
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Quincy, MA 02169

If to the Contractor: President  
Family Pharmacy, Inc.  
100 Grove Street  
Suite 201  
Worcester, MA 01605.

21. Miscellaneous Provisions

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

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin,

**Town of Natick**  
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sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

The Town of Natick, Massachusetts

Family Pharmacy, Inc.

by:

by:

\_\_\_\_\_  
Martha L. White  
Town Administrator

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
John P. Flynn, Esq.

Dated: \_\_\_\_\_

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for 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.)



## Family Pharmacy Inc.

The Community Health Pharmacy

August 25, 2017

Procurement Officer  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760

Dear Procurement Officer:

Enclosed please find the request for proposal for procurement of prescriptions medications.

Our proposal for the pharmaceutical services to be provided is for \$18,500 per month on a cash basis. We have taken into consideration the list of drugs that you provided on your request for proposal and compared these to our current cost to come up with our proposal. The amount is based on the cash price of the list of drugs you provided, based on a 30-day fill. However, this amount may be much less dependent on the insurances that the patients have and the copays they charge.

Due to the differences in insurance contracts, and without having the patient list and list of their insurances, we are unable to readily determine what the copay amount will be for these medications. As mentioned above, the price quoted will be the maximum billed to you. Amounts billed may be much lower, dependent on the insurance of the patients. If all patients have insurance, we foresee the annual payment from the Town to be less than \$25,000.

### About Family Pharmacy

Founded in 1999, Family Pharmacy is one of the largest independent pharmacy group in Massachusetts, with 5 retail locations in the Commonwealth. We are proud to offer an independent alternative to our patients.

The mission of Family Pharmacy is to provide outstanding service to our patients; showing them that they come first. Our pharmacists will take the time to answer customer questions and concerns. The pharmacist will help you understand the medications you are taking, and how to take them properly. Family Pharmacy is locally-owned and operated, which means that you can talk to the owner at any time, if you have a serious concern or issue. We care about the community we serve!

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#### Corporate Office:

100 Grove Street, Suite 201, Worcester, MA 01605  
P: (508) 755-4173 F: (508) 755-4524  
[www.familypharmacyrx.com](http://www.familypharmacyrx.com)

Our location in Natick began operations in March 2016 at the Leonard Morse Hospital, located at 67 Union Street. Family Pharmacy provides the following services to all of our patients:

- Free delivery to our patients, within a 10-mile radius.
- Medication Synchronization
- Immunizations
- Full line of diabetic supplies
- Durable medical equipment and supplies
- We accept most insurance plans with the same copays as chain stores.

I recognize how saturated the pharmacy industry is and know you have a choice when it comes to your pharmacy provider. I am confident that the care and service provided by my incredible team surpasses any of our competition and it would be an honor to have the opportunity to prove that.

We are very excited about this opportunity to serve the patients of Natick. The attention and commitment your patients will receive from our team will make for a smooth and pleasant experience.

Cordially,



Hamid Mohaghegh, RPh, MS, MHA  
President and CEO



**Town of Natick  
Natick, Massachusetts**

**Request for Quotes**

**for**

**the Procurement of Prescription Medications**

**QUOTES DUE:  
August 28, 2017, 11:00 A.M. LOCAL TIME  
Late Quotes Will Be Rejected**

**DELIVER COMPLETED QUOTES TO:**

**Procurement Officer  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.**

## **I. INTRODUCTION**

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for the procurement of prescription medications. For a full description of the medications, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Prescription Medications," will be received until 11:00 A.M. local time, August 28, 2017, will be received at this address:

Procurement Office  
Natick Department of Public Works Building  
Second Floor  
75 West Street  
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at [bleblanc@natickma.org](mailto:bleblanc@natickma.org).

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town will not reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

## II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of prescription medications (the "Project").

### A. Scope of Services

The Town seeks to procure services from a qualified individual/entity to provide prescription medications to individuals receiving monies from the Town of Natick, through its Veterans' Services Department.

The Town of Natick Veterans' Services Department receives M.G.L. c. 115 monies each month. Monies are deposited into the Town treasury, whereby the Town pays a portion of the prescriptions of certain individual veteran residents who qualify for assistance.

Because the Town is entering into a contract with a private contractor with public money on behalf of its residents, it is currently seeking quotes under M.G.L. c. 30B, §4.

The Town seeks to procure products based upon a single thirty days supply of the following drugs for the entire calendar year. A list of the drugs used, for comparative purposes, is attached hereto. Historical usage has averaged approximately \$25,000.

However, the Town recognizes that this historical usage is for comparative purposes of quotes and award only. Usage may fluctuate, and any contract awarded will reflect actual usage. Nothing herein shall compel the Town to purchase the quantities or products listed above. The Town is seeking the services of a vendor that will supply prescription needs over the coming year.

The Successful Quoting party shall be within walking distance of the Natick Community Senior Center, 117 East Central Street, Natick, MA 01760 and shall deliver all prescriptions, free of charge to recipients, on at least a Monday through Saturday basis. It shall also accept all major insurances, which shall include, but shall not be limited to, the following:

United Health Care Insurance Part D  
MassHealth  
AARP Medicare RX  
Blue Cross/Blue Shield Medex  
Tufts Health Plan Medicare Preferred  
Humana RX Plan  
Harvard Pilgrim Medicare Enhanced  
First Health RX.

Any contract awarded shall be for one (1) year. At the sole discretion of the Town, the term of any contract awarded may be extended for an additional one (1) or two (2) one (1)-year renewals.

The Successful Quoting party shall have a minimum of five (5) years as a registered pharmacy in the Commonwealth of Massachusetts and shall offer a delivery service.

The Successful Quoting party shall enter into a contract in the form of the attached. No exceptions shall be taken.

**B. Successful Quoting Party's Personnel**

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:


1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

**III. COMPLIANCE WITH LAWS**

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. 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.

**IV. INSURANCE**

The Successful Quoting party 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 RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and

 all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

#### **V. INDEMNIFICATION**

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

#### **VI. INDEPENDENT CONTRACTOR STATUS**

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party 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.

#### **VII. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party 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 Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party 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.

#### **VIII. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED**

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

#### **IX. NO SMOKING/USE OF TOBACCO PRODUCTS**

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited

from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of prescription medications.

Printed Name of Quoting party:

Natick Family Pharmacy

Address: 67 Union Street

Natick, MA 01760

Total Price eighteen thousand five hundred dollars and 0 cents (\$ 18,500 ) per month

\* Amounts are based on the cash pricing per month on the prescriptions.  
Amount will be less than \$25,000 per year if all prescriptions are  
Write out in words and numbers, please. through insurance. See enclosed letter.

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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

The Quoting party 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 Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

H. M. P. S.

Authorized Signature

Harold Maheshghar

Printed Name

President and CEO

Printed Title

8/25/17

Date

Full Legal Name Natick Family Pharmacy Inc

Officers of Corporation and Addresses

Harold Maheshghar President

100 Green Street Suite 201

Worcester, MA 01605

State of Incorporation MA

Principal Place of Business Natick, MA



67 Union Street

Matt, MA 01760

Tel. 508-720-4971

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 67 Union Street

Matt, MA 01760

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**ATTACHMENT  
FORM OF CONTRACT  
(SEE ATTACHED DOCUMENT.)**

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ATTACHMENT  
LIST OF PRESCRIPTIONS

(SEE ATTACHED DOCUMENTS.)

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the Commonwealth of Massachusetts, with a principal office located at \_\_\_\_\_ (hereinafter the "Contractor").

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

1. **Scope of Services**

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") 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 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.

4. **Incorporation of the Request for Quotes/Order of Priority of Contract Documents**

The provisions of the RFQ and the Contractor's Quote 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 RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

Fifth Priority: Contractor's Quote.

**5. Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, 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 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 Request for Quotes, 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  
Contract for Services Related to Furnishing Prescription Medications  
for 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. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

**7. Compliance with Laws**

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

**8. Insurance**

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

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

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

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

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

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

immediate termination thereof.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFQ 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



**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

DELETED/NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED/NOT APPLICABLE.

14. Independent Contractor Status

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

15. Use of Alcohol and Controlled Substances Prohibited

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-

Town of Natick  
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employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town 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.

**Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick**

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

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

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

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

**20. Notices**

Except as otherwise provided in this Contract all notices required or permitted to be given 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: Martha L. White  
Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Contractor:

**21. Miscellaneous Provisions**

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

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons

**Town of Natick**  
**Contract for Services Related to Furnishing Prescription Medications**  
**for the Town of Natick**

whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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

Town of Natick  
Contract for Services Related to Furnishing Prescription Medications  
for the Town of Natick

The Town of Natick, Massachusetts

\_\_\_\_\_  
Printed Name of Contractor

by:

by:

\_\_\_\_\_  
Martha L. White  
Town Administrator

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
John P. Flynn, Esq.

Dated: \_\_\_\_\_

Town of Natick  
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for the Town of Natick

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

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

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

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

\_\_\_\_\_  
Signature .

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

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

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



## Town Of Natick List Of Medications

DORZOL/TIMOL SOL 2-0.6%OP  
 CIALIS 20MG TAB  
 VIAGRA 50MG TAB  
 ALLOPURINOL TAB 100MG  
 POLY-IRON CAP 150MG  
 PRAVASTATIN TAB 10MG  
 CARAFATE 1GM/10ML SUS  
 CHANTIX PAK 0.5& 1MG  
 SYMBICORT 80-4.5 AER  
 NEXIUM 40MG CAP  
 ZOLPIDEM 10MG TAB  
 TOPIRAMATE TAB 100MG  
 OXYCODONE TABLET 5MG  
 METOPROLOL ER SUCCINATE TAB 50MG  
 PANTOPRAZOLE TAB 40MG  
 AMLODIPINE TAB 5MG  
 SOTALOL HCL TAB 120MG  
 ISOSORB MONO TAB 60MG ER  
 LISINAPRIL TAB 10MG  
 BUTRANS 20MG/HR DIS  
 LORAZEPAM TAB 0.5MG  
 TAMUSULOSIN CAP 0.4MG  
 SODIUM BICAR TAB 650MG  
 ELIQUIS TAB 2.5MG  
 HYDROCHLOROT 25MG TAB  
 LOTEMAX GEL 0.5%  
 COMBIGAN 0.2/0.5% SOL  
 ATORVASTATIN 20MG TAB  
 VENTOLIN HFA AER  
 SPIRIVA HANDIHLR CAP  
 VITAMIN D TAB 2000UNIT  
 ATENOLOL 25MG TAB  
 IPRATROPIUM/ SOL ALBUTER  
 NICOTINE DIS 21MG/24H  
 ATORVASTATIN TAB 40MG  
 NITROGLYCRN SPR 0.4MG  
 ASPIRIN LOW TAB 81MG EQ  
 ISOSORB DIN TAB 10MG  
 CLONAZEPAM TAB 0.5MG

LATANOPROST SOL 0.005%  
 DOXAZOSIN TAB 1MG  
 CARBALEVO TAB 25-100MG  
 VENLAFAXINE TAB 75MG  
 LEVOTHYROXIN TAB 175MCG  
 VITAMIN D CAP 50,000 UNT  
 CYANOCOBALAM INJ 1000MCG  
 CHANTIX PAK 1MG  
 WARFARIN TAB 5MG  
 CLONAZEPAM TAB 2MG  
 TIZANIDINE CAP 4MG  
 OXYCODONE TAB 15MG  
 SIMVASTATIN 20MG TAB  
 BUPROPION HCL 150MG XL TAB  
 ONETOUGH ULTRA BL TEST STRIPS  
 CARVEDILOL 6.25MG TAB  
 RANEXA TAB 1000MG  
 ATORVASTATIN 80MG TAB  
 NOVOLIN R U-100 INJ  
 ATORVASTATIN 10MG TAB  
 OMEPRAZOLE CAP 20MG  
 SERTRALINE TAB 50MG  
 POTASSIUM CL ER 20 MEQ TABLET  
 SYMBICORT 160-4.5 AER  
 METOPROLOL TAB 50MG  
 POTASSIUM CHL PWD 20MEQ PACKET  
 ATROVENT HFA 17MCG AER  
 NYSTATIN SUS 100000  
 PREDNISOLONE 1% OP SUS  
 PROAIR HFA AER  
 VESICARE 5MG TAB  
 MIRTAZAPINE TAB 15MG  
 LOVASTATIN 40MG TAB  
 FUROSEMIDE 20MG TAB  
 NAPROXEN TAB 375MG  
 METOPROLOL SUCC ER 25 MG TAB  
 VITAMIN D3 TABLET 1000UNIT  
 FERROUS SULF TAB 324MG EQ  
 ALENDRONATE TAB 35MG

## Town Of Natick List Of Medications

GABAPENTIN CAP 400MG  
 PEN NEEDLE MIS 31GX3/16  
 SIMVASTATIN TAB 10MG  
 TAB  
 LEVOTHYROXIN 100MCG TAB  
 NOVOLOG 100 UNITS/ML FLEXPEN  
 NOVOLOG 100/ML INJ vial  
 LANTUS SOLOSTAR 100 UNITS/ML flexpen  
 ASPIRIN CHW 81MG  
 CYCLOBENZAPR TAB 5MG  
 LISINAPRIL TAB 20MG  
 KETOROLAC SOL 0.4%  
 LANTUS 100/ML INJ vial  
 GLIPIZIDE ER TAB 2.5MG  
 STRIP  
 VALSARTAN TAB 180MG  
 ATENOLOL TAB 50MG  
 NORTRIPTYLINE CAP 10MG  
 NYSTAT/TRIAM CRE  
 WARFARIN TAB 1MG  
 SPIRONOLACT TAB 25MG  
 MAG OXIDE TAB 400MG  
 WARFARIN 2MG TAB  
 FLOVENT HFA 220MCG AER  
 GABAPENTIN TAB 600MG  
 NEXIUM 40MG CAP  
 GABAPENTIN CAP 300MG  
 HYDROXYUREA CAP 500MG  
 AMLODIPINE TAB 10MG  
 METFORMIN TAB 500MG  
 FOLIC ACID 1MG TAB  
 FERROUS SULF TAB 325MG  
 CLOPIDOGREL 75MG TAB  
 ROSUVASTATIN TAB 5MG  
 GLIMEPIRIDE TAB 4MG  
 HYDROCO/APAP TAB 5-300MG  
 IRBESARTAN TAB 150MG  
 HYDROCO/APAP TAB 5-325MG  
 PROAIR HFA AER  
 SPIRIVA HANDIHLR CAP  
 LANSOPRAZOLE CAP 30MG DR

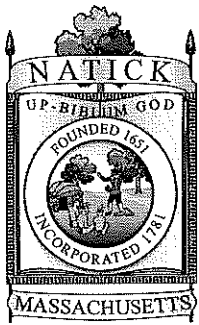
CALCIUM/D TAB 600-400  
 CALCITRIOL CAP 0.25MCG  
 METOPROLOL TARTRATE 25MG

TAMOXIFEN TAB 20MG  
 FERROUS GLUC TAB 324MG  
 HUMALOG 100/ML INJ vial  
 SENNA LAX TAB 8.6MG  
 TRAMADOL HCL TAB 50MG  
 HYDROCHLOROT 12.5MG CAP  
 DUREZOL 0.05% EYE DROPS  
 OFLOXACIN DRO 0.3% OP  
 PRAVASTATIN TAB 40MG  
 ONETOUCH VERIO TEST

DIABETIC SHOES & INSERTS  
 SIMVASTATIN 40MG TAB  
 FUROSEMIDE 40MG TAB  
 OMEPRAZOLE 40MG CAP  
 LEVOTHYROXIN 150MCG TAB  
 POT CHLORIDE TAB 10MEQ OR  
 GLIPIZIDE TAB 10MG  
 WARFARIN 3MG TAB  
 LEVOTHYROXIN TAB 50MCG  
 LEVOTHYROXIN TAB 112MCG  
 LOSARTAN POT TAB 25MG  
 VENLAFAXINE CAP 75MG ER  
 ATORVASTATIN 40MG TAB  
 ESOMEPRAN MAG CAP 40MG DR  
 LISINAPRIL TAB 20MG  
 ALLOPURINOL TAB 300MG  
 ZOLPIDEM TAB 5MG  
 MECLIZINE TAB 12.5MG  
 TRAZODONE 50MG TAB  
 CHLORTHALIDONE 25MG TAB  
 MECLIZINE TAB 12.5MG  
 ATENOLOL TAB 50MG  
 ONDANSETRON TAB 4MG ODT  
 PILOCARPINE SOL 2% OP  
 PANTOPRAZOLE TAB 20MG  
 LEVEMIR 100 UNITS/ML VIAL

LISINAPRIL 40MG TAB  
GABAPENTIN CAP 400MG  
CLINDAMYCIN SOL 1%  
BRIMONIDINE SOL 0.2% OP  
DULOXETINE CAP 20MG  
OXYCOD/APAP 5-325MG TAB  
REFRESH LIQU DRO 1% OP  
ADVAIR DISKUS 600/50 AER  
SPIRIVA RESPIMAT 2.5 MCG INH  
THEOPHYLLINE TAB 300MG ER  
CIMETIDINE TAB 300MG  
FUROSEMIDE 40MG TAB  
CHERATUSIN AC SYP  
FERROUS SULF TAB 324MG EO  
LEVOTHYROXIN TAB 25MCG  
METFORMIN 500MG ER TAB  
TOLTERODINE CAP 4MG.ER

FINASTERIDE TAB 5MG  
METFORMIN 1000MG TAB  
MOMETASONE SOL 0.1%  
ROPINIROLE TAB 0.25MG  
MIDODRINE TAB 5MG  
3MLLL SYRNG MIS 25GX1  
CALCIUM+D3 TAB 315-250  
FLUTICASONE 50MCG SPR  
MONTELUKAST TAB 10MG  
DIAZEPAM 5MG TAB  
APAP/CODEINE TAB 300-30MG  
GENTAMICIN SOL 0.3% OP  
ATENOLOL TAB 100MG  
LOSARTAN POT TAB 50MG  
CEPHALEXIN CAP 500MG  
SPIRONOLACT TAB 50MG



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator – Operations  
James Errickson, Director, Natick Community Development

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

**DATE:** May 15, 2019

**SUBJECT: CONTRACT AWARD**  
**Procurement for Services Related to the Promotion of the Natick Center Cultural District**

On May 7, 2019, separately sealed price and non-price proposals were received in response to the Town of Natick's RFP for services related to the promotion of the Natick Center Cultural District. Timely proposals were received from one (1) proposer. (See attached.)

The most advantageous proposal from a responsive and responsible proposer was submitted by Natick Center Associates, Inc. It has submitted a price of \$80,000 per year for the main contract work. (Natick Center Associates is also the incumbent vendor and has performed well for the Town in the past.)

The Review Committee, as designated to be Mr. Chenard and Ms. Victoria Parsons (Conservation Agent) vetted references satisfactorily. We recommend that the Selectmen award the contract to Natick Center Associates, Inc. for the amount of its price proposal for an initial one (1)-year term.

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

Proposals Received:	05/07/19
Newspaper Advertisement:	04/16/19
(MetroWest Daily News)	
Website Posting:	04/11/19
Town Hall Posting:	04/11/19
Goods and Services Publication:	04/22/19
COMMBUYS	04/11/19

Funding information: (\$80,000.00 – Natick Center/Selectmen Budget Line Item)

## Registry of Proposals

Date & Time: May 7, 2019, 11:00 A.M. local time

[illegible]

Approved this 23rd day of May 2017 Undersecretary  
CFO Signature: *Robert B. B...* 5/27/19

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



**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

This Contract is made this twenty-eighth day of May, 2019, 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," or "the Town") and Natick Center Associates, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 20 Main Street, Suite 208, Natick, MA 01760. (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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick, as set forth in the Request for Proposals for Consulting Services for the Promotion of the Natick Center Cultural District in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

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

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal 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

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Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

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 RFP, 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 ratification by the Town of any breach



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hereof by the Contractor.

6.     **Warranty**

DELETED – NOT APPLICABLE.

7.     **Compliance with Laws**

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

8.     **Insurance**

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

- a.     Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b.     Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c.     Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d.     Professional Liability Insurance – DELETED/NOT APPLICABLE.
- e.     Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence

**Town of Natick, Massachusetts**  
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and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- f. 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.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. 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.
- i. 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.
- j. 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.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

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13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

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

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except 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

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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, 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

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

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefore, 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

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

provide for a Contract price which represents a reduced appropriation for the Contract term.

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

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

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

If to the Contractor:    President  
Natick Center Associates, Inc.  
20 Main Street, Suite 208  
Natick, MA 01760.

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

21. Miscellaneous Provisions

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

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal 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 Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.



**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

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

(The remainder of this page is left blank.)

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

The Town of Natick, Massachusetts

Natick Center Associates, Inc.

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Michael J. Hickey, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

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

\_\_\_\_\_  
Karen Adelman-Foster

\_\_\_\_\_  
Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

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

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

\_\_\_\_\_  
Signature

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

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

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

Natick Center Associates, Inc.  
20 Main St.  
Natick, MA. 01760  
508-650-8848

May 6, 2019

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

To Whom It May Concern,

Please find enclosed the RFP: Program Management and Related Services for the Natick Center Cultural District – Price Proposal.

This proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

Should you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur B. Fair III', with a large, stylized loop at the end.

Arthur B. Fair III  
President

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ATTACHMENT A  
TOWN OF NATICK  
(2 pages)

The undersigned Proposer hereby submits a price proposal to provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick.

Printed Name of Proposer:


NATICK CENTRAL ASSOCIATES

Address: 20 MAIN ST. - SUITE 208  
NATICK, MA 01760

The PROPOSER acknowledges receipt of addenda numbers NONE. Please list all addenda separately (i.e., 1, 2, 3 etc. and NOT 1-3, etc).

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

TOTAL PRICE: Eighty THOUSAND DOLLARS AND ZERO CENTS  
(\$ 80,000.00) FOR A ONE (1)-YEAR TERM. ANY RENEWAL, IF AT ALL AND AT THE TOWN'S SOLE DISCRETION, WOULD BE AT THE SAME RATE FOR ANY AND ALL OPTION YEAR(S).

  
Authorized Signature Pres

ARTHUR B. FAIR III  
Printed Name

PRESIDENT  
Printed Title

MAY 3, 2019  
Date

Full Legal Name Natick Center Associates

Officers of Corporation and Addresses

SEE ATTACHMENT

State of Incorporation MA

Principal Place of Business 20 Main St., Suite 208  
Natick, MA 01760

Tel. 508-650-8848

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 20 MAIN ST. - SUITE 208  
NATICK, MA 01760

Tel. 508-650-8848

## **Officers of Corporation**

### **Corporation Applying for Contract:**

Natick Center Associates, Inc.  
20 Main Street, Suite 208  
Natick, MA. 01760  
508-650-8848

### **Officers of Corporation:**

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank, EVP & COO

Steve Levinsky (Executive Committee)  
Clerk  
Studios @ 3 Adams St.

### **Executive Committee:**

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank

Steve Levinsky (Executive Committee)



Clerk  
Studios @ 3 Adams St.

Donna Donovan (Executive Committee only)  
Town Liason  
Executive Assistant to Town Administrator

**Board of Directors:**

The Natick Center Associates Board of Directors oversees the governance of the Natick Center Cultural District, and is comprised of a dedicated group of business professionals and community leaders.

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank, EVP & COO

Steve Levinsky (Executive Committee)  
Clerk  
Studios @ 3 Adams St.

Donna Donovan (Executive Committee only)  
Town Liason  
Executive Assistant to Town Administrator

Mary Barber  
Director  
Lemon Tree Goods

Steve J. Brayman  
Director  
Fitness Distributors

Swati Dave  
Director  
Natick Cultural Council

James Errickson  
Director  
Natick Director - Community & Economic Development

David Lavalley  
Director  
The Center for Arts in Natick

Mike McAuliffe  
Director  
Middlesex Savings Bank

Karen Partanen  
Director  
Natick Recreation and Parks Dept.

Betty C. Scott  
Director  
The Frame Shop & Gallery

Avigail Shimshoni  
Director  
Natick Design Review Board

Gary Stucchi  
Director  
Stucchi Jewelers

Rudman Ham  
Honorary Member  
Retired

Natick Center Associates, Inc.  
20 Main St.  
Natick, MA. 01760  
508-650-8848

May 6, 2019

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

To Whom It May Concern,

Please find enclosed the RFP: Program Management and Related Services for the Natick Center Cultural District – Non-Price Proposal.

This proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

Should you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur B. Fair III', enclosed within a large, hand-drawn oval.

Arthur B. Fair III  
President

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  - a. Scope of Services
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  - c. 2018 Annual Report (FY '19)
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- B. Fully executed Certificate of Non-Collusion (Attachment B)
- C. Fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C)
- D. Fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D)
- E. Fully executed Certificate of Corporate Proposer (Attachment E)
- F. Fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F)
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- H. Form of Contract
- I. Identity of the individual, partnership or corporation applying for contract award and credentials of the personnel
  - a. Executive Director responsibilities
  - b. Outreach Coordinator responsibilities
  - c. Farmers Market Manager responsibilities
  - d. Bookkeeper responsibilities
  - e. Web Contest Specialist responsibilities
  - f. Resume of Athena Pandolf
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  - k. Work product example – Executive Director
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  - p. Criminal Background Screening Reports for all Employees and Contract Workers
  - q. Natick Center Associates references
- J. Memorandum of Understanding between Town of Natick and Natick Center Associates
- K. Certificate of Insurability

## **Scope of Services**

### **Overview of Natick Center Associates (NCA):**

For over 23 years, Natick Center Associates, Inc. (NCA) has worked in partnership with the Town of Natick and committed NCA members to cultivate a lively and diverse downtown neighborhood by enhancing the cultural, economic, and social life of our community. NCA's private-public partnership represents innovative cultural voices from merchants and property owners, to arts and cultural organizations, local artists, and concerned citizens. Together we work to build capacity for cultural programming and creative spaces, and to foster creative partnerships, pivotal to the continued renaissance of Natick Center.

### **Natick Center Associates will:**

**Facilitate** timely communication through our website, Facebook, Twitter, Instagram, and NCCD monthly e-newsletter.

**Attract** and retain desirable shops, services and restaurants, thereby increasing the value and charm of Natick Center.

**Foster** our working relationships with the Town of Natick, the Massachusetts Cultural Council, State legislators, and other Cultural Districts.

**Promote** NCCD and local merchants through the Website Member Listing, Merchants Council, print advertising campaigns like the MetroWest Visitors Bureau Guide, Natick Nights, Small Business Saturday, and the Banner Program.

**Speak up** in the best interest of Natick Center businesses including active participation in the Parking Advisory Committee, Strategic Planning Committee and Economic Development Committee.

**Offer** members exclusive privileges such as partnering with NHS to promote their internship program offering free help to merchants, NCA Member window decals, Members' specials promotions, after-hours gatherings and participation in Spooktacular to members.

NCA's dedicated leaders and volunteers have an accomplished history of working for the revitalization that characterizes Natick Center's thriving downtown and exceptional quality of life. Our vision is to be a cultural hub of MetroWest serving as a regional destination for arts, culture, dining, shopping, business, special events, and community gatherings for residents and visitors alike.

### **Staff management and oversight of the Natick Center Cultural District Programming and Events Committee:**

Natick Center Associates will perform the necessary services to fulfill the Commonwealth's requirements, guidelines and objectives for Cultural District designation and provide the

requisite staff management and oversight of the Natick Center Cultural District Programming and Events Committee through:

**Board and Executive Committee oversight** – NCA has a long-standing and vibrant Board of Directors (names and positions attached).

**Staff Support** – NCA has hired and budgeted for an Executive Director, Community Outreach Coordinator, Bookkeeper, Website Content Specialist and Farmers Market Manager (responsibilities, resumes and work samples attached).

**Sound planning and crisp execution** – Attached is:

- The Strategic Plan NCA has developed with our mission, vision, values, strategic goals and measurements.
- 2018 Annual Report Summary (FY '16)
- 2019 (FY '20) Priorities
- 2019 (FY '20) Priorities and Strategic Alignment
- FY '19 budget
- Cultural Inventory

**Broad community involvement** - The Natick Center Cultural District Programming and Events Committee generally meets monthly and shall include at least one (1) representative of a cultural organization (i.e. non-profit) located within the Cultural District. There are 34 organizations regularly submitting events and programs to the NCCD calendar published on NatickCenter.org. NCA staff will attend and support the committee.

**Grants** – NCA will pursue grants and other funding sources in support of its activities, including on behalf of the Programming Committee. NCA has been successful in applying for and receiving funding from State government, foundations and organizations.

**Reporting** – NCA will provide quarterly reports (October 1st, January 1st, April 1st and July 1st) regarding the use of Town funds. Attached is the NCCD/NCA annual report summary for 2019 (FY '20). NCA secures an audit each year from an external certified public accounting firm and complies with the IRS requirements for our 501(c)3 status.

**Expectations of support from the Town of Natick** – NCA expects that the Board of Selectmen, potentially through the Town Administrator, appoint a standing representative to the Programming and Events Committee. In addition, NCA expects the Town to assist in a timely manner complying with application and reporting requirements of the Commonwealth. NCA and the Town of Natick (by vote of the Board of Selectmen) have entered into a memorandum of understanding (on file with the Board of Selectmen's office).

**Legal proceedings** – NCA has not and is currently not engaged nor aware of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services.

# **Natick Center Cultural District**

**Strategic Plan  
2015 - 2020**





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## I. INTRODUCTION

Natick is our home and Natick Center is the place where we come together as a community. Natick Center is the heart of our town, where residents and visitors gather for shopping, dining, events, and connecting with each other.

With the state designation in 2012 of the Natick Center Cultural District (NCCD), the stage was set for us to capitalize on our numerous cultural offerings and cultural anchors: The Center for the Arts in Natick (TCAN), the Morse Institute Library, the Town Common, and cultural partners like Walnut Hill School for the Arts.

The NCCD Advisory Board launched the strategic planning effort by selecting the non-profit consultants, Carlisle & Company, in the fall of 2013. The formal contract was written between Carlisle & Company and Natick Center Associates (NCA). Funding from the Massachusetts Cultural Council and the MetroWest Visitors Bureau was combined for this purpose.

This plan builds on previous Natick planning efforts (notably Natick 360 and Natick Center Forward) and incorporates perspectives from a Strategic Planning Committee made up of diverse downtown stakeholders representing the public, private, non-profit and cultural sectors (see attached list of members). Meeting from January, 2014 through March, 2015, we considered how to make Natick Center a more lively and diverse neighborhood and an attractive regional cultural destination.

This plan is a strategic document. We encourage cultural activities and development efforts that are consistent with our goals, but trust that artists, business owners and landlords will balance their own needs and interests with what is best for Natick Center and the community as a whole.

### **Mission Statement:**

The NCCD's mission is to cultivate a lively and diverse downtown neighborhood by enhancing the cultural, economic and social life of our community. We are led by an innovative partnership of public, private, non-profit and cultural voices.

### **Vision:**

Natick Center will be a cultural hub of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events, and community gatherings for residents and visitors alike.

### **Values Statement:**

We believe that supporting arts and culture is pivotal to creating a sustainable economic engine in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for everyone's benefit. We value high quality and excellence in everything that we do, an honest and respectful exchange of ideas, teamwork and collaboration among differing stakeholders, and a respect for the diversity of perspectives that makes our town vibrant.



## **Operating Principles:**

Collaborative decision-making, programming and event planning is integral to our mission and to our success. The Natick Center Cultural District is governed by Natick Center Associates, Inc., a non-profit, public/private partnership with over 40 years of history working for downtown revitalization. Natick Center Associates and the Town of Natick are mutually responsible for the successful achievement of NCCD goals and compliance with Massachusetts Cultural Council's Cultural Districts Initiative requirements. NCA's Executive Committee, which includes Town, downtown business and cultural representatives, is responsible for working with the NCA Executive Director to achieve the District's goals. NCA's Programming and Events Committee is responsible for implementing cultural programming in the Cultural District.

## **Decision-Making Process:**

- NCA and the Town of Natick will work in a public-private partnership to assure the success of the Cultural District
- The Town of Natick will work closely with NCA to support local businesses that are the foundation of our sustainable local economy
- Decisions regarding the growth and development of the downtown will remain with elected officials and the Town of Natick professional staff
- NCA should be aware of, coordinate and collaborate with any planned redevelopment, any proposed or planned repurposing of buildings, or changing of business ownership within the District

## **Why a Cultural District?**

Investing in a robust Cultural District brings more foot traffic to the downtown and keeps dollars spent in the local economy, ultimately resulting in more tax revenue and jobs created. A vibrant cultural community with opportunities for expansion attracts new artists, cultural organizations and businesses, improving quality of life and making communities more attractive for the benefit of residents and visitors alike.

More than 8,000 arts and cultural nonprofits in Massachusetts, which employ 27,100 people, spend \$2.1 billion annually and generate another \$2.5 billion of economic activity across the state, according to a study of the impact of the creative sector by the Boston-based New England Foundation for the Arts (NEFA).

NEFA's 2011 report noted that the creative sector has a major impact on the larger economy and is "a steady, reliable industry, less subject to the cyclical ups and downs of the overall economy than the average New England business."



## **What Do We Mean by "Culture?"**

When we refer to "culture" in Natick, we intend it to cover the instruction, creation, performance and exhibition by artistic and cultural industries, organizations, and individuals. These cultural activities include: visual arts and crafts; music, dance and theater; film, media, and entertainment; history and architecture; writing and publishing; advertising and marketing; graphic and interior design, as well as activities of a cultural nature occurring in public or private spaces. Finally, we consider community gatherings such as the farmer's market and Natick Days to be an integral part of Natick's "culture."

## **What Do We Mean by "Cultural Anchor?"**

A cultural anchor is a cultural organization within the District that attracts large numbers of regional visitors from outside Natick, around MetroWest, and as far as Boston. Because they have large audiences, anchors should be included in NCCD marketing and fundraising materials. For their part, anchors can leverage their mailing lists and facilities, and help in other ways to shed more light on varied cultural and entertainment offerings in Town. This kind of partnership will only work, however, if it benefits all partners. The Center for the Arts in Natick (TCAN) and the Morse Institute Library are cultural anchors for the Cultural District. Walnut Hill School for the Arts, which is located outside the Cultural District, is a cultural partner.

## **Strategic Goals:**

The Strategic Planning Committee has identified four Pillars of the Cultural District which sustain the District and represent our strategic goals. *These goals are interdependent and connected.*

### **Pillar One: Culture - Increase Capacity for Arts and Cultural Development**

NCCD will increase its capacity to develop programs, events, creative spaces, and partnerships that will sustain and support Natick Center's cultural growth.

### **Pillar Two: Community/Social: Enhance Natick Center as a Community Gathering Place**

NCCD will be a popular destination where residents and visitors gather to experience arts and culture and connect as a community.

### **Pillar Three – Economic Development: Foster Economic Development in Natick Center and the Community Overall**

NCCD will create a sustainable economic engine that increases foot traffic and dollars spent in downtown businesses and the town as a whole.

### **Pillar Four – Governance/Sustainability: Ensure the Long-Term Stability and Success of the Cultural District**

NCCD will become the keystone to maintain an alliance of landlords, merchants, artists, and the Town of Natick with a focus on building a sustainable and vital Natick Center



## **II. GOALS, OBJECTIVES, STRATEGIES, TACTICS AND METRICS**

### **Pillar One: Build Capacity for Arts and Cultural Development**

*NCCD will increase its capacity to develop programs, events, creative spaces and partnerships that will sustain and support Natick Center's cultural growth*

**Objective #1: Create a sense of place in Natick Center that is attractive to visitors, artists, performers, desired tenants, consumers, and investors**

**Strategy #1: Strengthen the image and identity of Natick Center as a first class destination for individuals and families seeking performing arts, entertainment, dining, art, concerts, community events, and downtown shopping**

- Maintain a NCCD Calendar of Events that includes year-round cultural activities that are stand-alone (i.e. gallery shows, TCAN performances), cooperative (i.e. Art Walk, Open Studios, Farmer's Market, Restaurant Week), and complementary to long standing community events (i.e. Fourth of July Celebration, Natick Days, and Concerts on the Common).
  - The NCA Programming and Events Committee will create and maintain the NCCD calendar
  - The NCA Board of Directors will set the rules regarding inclusion in the NCCD Calendar
- Brand the NCCD by co-promoting cultural and other town activities with cohesive, integrated marketing materials under the NCCD umbrella and logo
  - Use print, digital and social media outlets to spread the word
- Educate partners about the benefits of including the NCCD logo in signage and marketing materials

**Strategy #2: Produce cultural events and activities that become regional as well as local attractions**

- Build on the results already achieved with 2013 Town of Natick funds, including murals, mobile tourism app, unified NCA/NCCD website and calendar, and new logo
  - Publicize self guided cultural and historical walking tours, offered through new mobile app
- Develop a large arts festival in the future that serves as a signature, collaborative NCCD event
- Collaborate with and enhance existing cultural programming that features Natick history and origin
- Capitalize on Massachusetts' celebration of its 400<sup>th</sup> Anniversary in 2020

**Objective #2: Take better advantage of existing cultural resources by improving communication and coordination**

**Strategy #1: Utilize partnerships to better integrate cultural and artistic activities and broaden their reach**

- Fully utilize available local performing arts facilities and resources of anchors and partners such as TCAN, Walnut Hill, the Community-Senior Center and the Morse Institute Library
- Work with the Recreation and Parks Department to take better advantage of Natick Common as a venue



*Pillar One, Objective 2, Strategy 1 (continued)*

- Engage the NCA Programming and Events Committee to help coordinate NCCD programming
  - Selectmen will appoint community members, including at least one Board of Selectmen representative
- Encourage collaborative and cooperative efforts that integrate merchants, businesses and the Town into partnerships with cultural organizations
- Develop partnerships and promotions with local corporations and the Natick Mall to encourage downtown visitation

**Pillar One Measurements of Success:**

<b>Metrics</b>	<b>Baseline</b>	<b>2015 Forecast</b>	<b>Annual Target</b>	<b>Tool</b>	<b>Key Person(s)</b>
Collaborative arts events in multiple community venues	2014 Art Walk Open Studios Farmers Market Concerts on the Common Natick Days	Expanded Art Walk + Fall Event	One event per year in multiple public and private spaces (streets, Town Common, library, TCAN, restaurants)	NA	NCA Executive Director NCA Programming & Events Committee, Event Chairs
Publicize NCCD accomplishments	New murals but no marketing	Add mural tour to Art Walk 2015	Potential Annual event	NA	Programming & Events Committee
NCCD Social Media • Facebook • Twitter • Mobile App	<ul style="list-style-type: none"> <li>• 426 likes</li> <li>• 308 followers</li> <li>• 850 page views per month</li> </ul>	<ul style="list-style-type: none"> <li>• 900 likes</li> <li>• 600 followers</li> <li>• 1700 page views per month</li> </ul>	100% growth	Google Analytics	NCCD Website Host
Total # of visitors to NCCD events and organizations	87,000	100,000	15% increase	Multiple estimates	NCA Executive Director
Coordinated event promotion	NCA website NCCD Facebook Multiple calendars in different locations	Consolidated NCA/NCCD website with calendar	# hits and open rates increase	Google Analytics	NCA Executive Director



## **Pillar Two: Enhance Downtown Natick as a Community Gathering Place**

*NCCD will be a popular destination where residents and visitors gather to experience arts and culture and connect as a community*

### **Objective #1: Facilitate the patronage of current retailers, restaurants and other amenities**

#### **Strategy #1: Improve pedestrian access to the downtown area**

- Improve and develop the pedestrian and walkway areas in and around the NCCD and downtown areas to encourage pedestrian and foot traffic
- Work with local, regional and state agencies to improve public transportation to and from NCCD

#### **Strategy #2: Improve parking in the downtown area**

- NCA will support the Town's efforts to develop a comprehensive parking management plan, potentially including new parking facilities

### **Objective #2: Highlight the friendliness, safety and accessibility of the Center**

#### **Strategy #1: Encourage "comfortable collisions" in the community by utilizing open public space**

- Hold more events more often in various public spaces such as Natick Common, streets and sidewalks
- Create public spaces for art displays by tying new events to established events, e.g., arts performances during Farmers Market
- Establish means for non-traditional or seasonal businesses to occupy public space

#### **Strategy #2: Give people reasons to think about Natick Center and to stay longer when they visit**

- Encourage visitors to do more by recommending restaurants, stores, and other activities
- Create a visitors center and/or other community information stations
- Recruit and encourage broad community involvement in event planning and participation, including new volunteers and residents and those who are not just from Natick Center
- Expand markets by developing events and offering promotions that appeal to consumers of all ages, including those under age 30 and those of different demographic backgrounds

### **Pillar Two Measurements of Success:**

<b>Metrics</b>	<b>Baseline</b>	<b>2015 Forecast</b>	<b>Annual Target</b>	<b>Tool</b>	<b>Key Person(s)</b>
Parking improvements	Meters covered during certain events	TBD by Town of Natick	TBD	TBD	Town of Natick Parking Committee
Use of open public spaces	Street closed for Art Walk, Concerts & Farmers Market on Town Common	Find one new way of adding culture to public space	TBD	TBD	NCA ED with Programming & Events Committee



## **Pillar Three: Foster Economic Development in Downtown Natick and the Community Overall**

*NCCD will be a catalyst for economic development and increased visitation to downtown businesses*

**Objective #1: Make the Cultural District an added value for property owners, investors and the community**

**Strategy #1: The newly hired Natick Community and Economic Development Director shall work closely with NCCD**

- The Community and Economic Development Director shall review this strategic plan and make edits to the economic development goals according to his priorities, working closely with NCCD to incorporate these strategic goals into his office's overall plan

**Strategy #2: Target and recruit specific businesses that will enhance the Cultural District**

- The Town of Natick will develop a list of targeted/desirable businesses and promote Natick Center in particular so as to encourage these businesses.
- The Department of Community and Economic Development will share this list so that NCA and others can help recruit
- Use the Town's comprehensive communication and marketing materials with specific NCCD collateral materials to attract businesses, investors, and strategic partners

**Strategy #3: Identify and resolve impediments to investment**

- When and where vacancies exist, the Department of Community and Economic Development will assist landlords by providing guidance and support through the marketing and permit processes
  - The Office of Community and Economic Development Director will work with current and prospective landlords regarding tools available to assist them and their tenants, and potential locations for targeted businesses
- Identify potential public and private partnerships that can serve as a resource for business incubators in the NCCD district and greater downtown footprint

**Strategy #4: Better utilize existing buildings, facilities and resources by examining their ability to support the NCCD and downtown area**

- Develop upper level spaces
- Encourage landowners to house attractive new restaurants and other targeted/desirable businesses on the street level
- Support zoning changes that will encourage desirable development and/or increased visitation
- Look at development opportunities for artists' living/work space





*Pillar Three (continued)*

**Objective #2: Make the downtown area a more attractive place to live and visit**

**Strategy #1: Improve the experience for shoppers**

- Diversify retail shopping options (types, time of operation, targeted audiences, etc.)
- Improve pedestrian and parking accessibility (see community pillar #2, objective #1)
- Improve street level aesthetics (sidewalks, street furniture, signage, plantings and storefronts)

**Objective 2, Strategy #2: Create a bustling neighborhood in Natick Center**

- Expand mixed and multi-use, including residential, diversity in businesses
- Offer programming, events and promotions to bring visitors in during the day, on under-attended weeknights and later at night

**Objective #3: Natick Center Associates will work closely with the Natick Department of Community and Economic Development to help businesses thrive in Natick Center**

**Strategy #1: NCA will help advocate for the approval of a Natick Center Business Opportunity District**

- The Business Opportunity District would include provisions for an Economic Opportunity Area (EOA), Tax Increment Financing (TIF) and other incentives intended to enhance and encourage growth in the district.

**Strategy #2: The Town shall consult NCA representatives on the local business perspective**

- NCA will reach out to the new Town of Natick Community and Economic Development Director to share this plan and discuss ways of working together
- The Town will regularly seek input on improvements and procedures (e.g., lighting, signage, street furniture, plantings, and snow removal)
- The Town will offer a series of informational workshops throughout the year coordinated through the Department of Community and Economic Development. NCA will provide input on these workshops.
  - *Priority Action: Hold a landlord Outreach Forum to share information and research on the value of the Cultural District*
- NCA will communicate frequently and clearly with Town departments and non-NCA organizations
  - *Priority Action: NCCD representatives should attend key Town meetings when appropriate*



Natick Center Cultural District Visitation Metrics							
Metrics	2011 Baseline	2012	2013	2014	2015 Forecast	Annual Target	Source or Tool
<b>Visitation:</b>							
<b>NCA EVENTS</b>							NCA and Parks & Rec. data
Natick Days	7,500	8,000	8,500	9,500	10,500	1000 more visitors	See above
July 4 <sup>th</sup> Parade/other events	9,000	1,0000	10,500	weather cancellation	11,000	500 more visitors	See above
Monday Night Summer Concert Series-8 weeks	2,400	2,800	3,000	3,200	3,400	200 more visitors	See above
Wednesday Night Summer Family Performances-6 weeks	800	900	1,000	1,200	1,300	100 more visitors	See above
Spooktacular Halloween Celebration	500	600	700	800	900	100 more visitors	See above
Holiday Downtown Lighting Celebration	200	250	300	350	400	50 more visitors	See above
<b>FARMERS MARKET</b>	NA	NA	NA	28,600	28,600	Stable	F. Market data
<b>The Center for the Arts in Natick (TCAN)</b>	21,836	21,473	24,313	22,744	23,500	33% growth	TCAN data
Natick resident attendance (31.8% average)	7,014	6,738	7,433	7,364	7,683	33% of total	See above
Beyond Natick attendance (68.2% average)	14,822	14,735	16,880	15,380	15,817	67% of total	See above
<b>WALNUT HILL KEITER PERFORMANCE CENTER (academic year end metrics)</b>	10,363	9,844	8,972	9,131	9,290	5% growth	Walnut Hill data
<b>MORSE INSTITUTE LIBRARY</b>	NA	292,952	289,175	302,875	307,837	15% growth	Library data
<b>FIVE CROWS</b>	4,500	5,000	6,000	8,500	9,350	10% growth	5 Crows data
<b>PALETTES</b>		6,343	8,212	8,964	9,860	10% growth	Palettes data
<b>TOTAL VISITATION</b>	<b>78,935</b>	<b>86,683</b>	<b>95,810</b>	<b>418,608</b>	<b>439,437</b>	<b>10% growth/yr</b>	

## **Pillar Four: Ensure the Long-Term Stability and Success of the Cultural District**

*NCCD should become the keystone to maintain an alliance of landlords, merchants, artists, and the Town of Natick with a focus on building a sustainable and vital Natick Center*

**Objective #1: Establish an agreed upon system of governance and management for the Cultural District to ensure sustainability and coordination**

**Strategy #1: Natick Center Associates will serve as the home of Natick Center Cultural District**

- The NCA Executive Committee, which includes Town, downtown business and cultural representatives, is responsible for working with the NCA Executive Director to oversee the activities of the Cultural District
- Natick Center Associates and the Town of Natick are mutually responsible for the successful achievement of NCCD goals and compliance with Massachusetts Cultural Council's Cultural Districts Initiative requirements.
- NCA's Programming and Events Committee is responsible for implementing cultural programming in the Cultural District.
- A comprehensive (and ongoing) communications process will be established

**Objective #2: Identify a consistent revenue stream to fund the Cultural District over the long term**

**Strategy #1: NCCD will seek out sustainable revenue stream with the goal of funding a full-time coordinator**

- NCCD will seek a diverse mix of Mass Cultural Council grants, foundation grants, corporate/business sponsorships, individual donations, visitor fees, and Town of Natick funding
- NCA, as a 501(c)3 charitable organization, will apply for funding from grants and charitable donations to support NCCD initiatives

**Strategy #2: Town of Natick will explore ways to support the NCCD financially over time**

- Town of Natick support may or may not include grants and an increase in the standing annual contribution to NCA
- Any options which are pursued would be discussed and debated in a public forum

**Measurements of success will include:**

<b>Metrics</b>	<b>Baseline</b>	<b>2015 Forecast</b>	<b>Annual Target</b>	<b>Tool</b>	<b>Key Person(s)</b>
Coordinated governance structure	Compartmentalized governance structure, NCA and NCCD separated	Restructured NCA/ NCCD Board & Exec. Committee, full-time Executive Director	100% attendance + active coordination	Annual Board training + evaluation	NCA Board
Consistent Revenue	One-time grants and Town funds	Revenue stream secured	Full-time ED salary covered	NCA & Town of Natick	Town of Natick, NCA Board

## **I. ACKNOWLEDGEMENTS**

Many volunteers gave their time to assist with this strategic planning process. The consultants and the Natick Center Cultural District Advisory Board would like to thank the following individuals for their willingness to contribute their time and insights to this process.

### **Strategic Planning Committee**

#### **Cultural Community**

- India Young, Natick Center Associates
- David Lavalley, The Center for the Arts in Natick
- Steve Levinsky, Palettes
- Antonio Viva, Walnut Hill School

#### **Town of Natick**

- Michael Gallerani, Economic Development Planner
- Rick Jennett, Board of Selectmen and Parking Committee Member
- Martha White, Town Administrator

#### **Business Community**

- Arthur Fair, Fair & Yeager and President of Natick Center Associates
- Ted Giannacopoulos, Dolphin Restaurant
- Steve Sousa, MutualOne Bank
- Bruce Weisberg, Middlesex Savings Bank

#### **Consultants**

- Ann Budner, Principal, Carlisle & Company, Inc.
- Leah Greenberg, Associate, Carlisle & Company, Inc.





[www.carlisle-co.com](http://www.carlisle-co.com)



# 2018 Annual Report

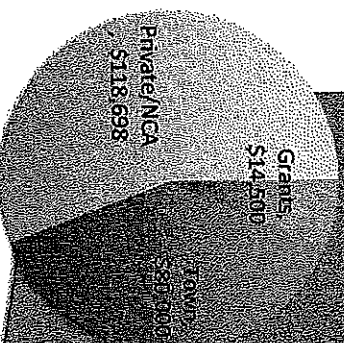
## Highlights

- Welcome Center
- Multicultural Day
- ArtWeek Events
- Holi Festival
- Innovation Nights
- MAPC Creative Placemaking  
– “For The Love of Natick.”
- Natick Nights
- Sublime Odissi

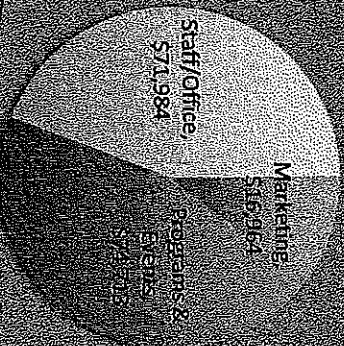
## Sponsored Programs

- Year-round Farmers’ Markets
- ArtWeek Events
- Holi Festival
- Natick Nights
- ArtWalk
- Check It Out Juried Show
- Historical Walking Tours
- Multicultural Day
- Innovation Nights
- Holiday Hustle Weekend

## Revenue

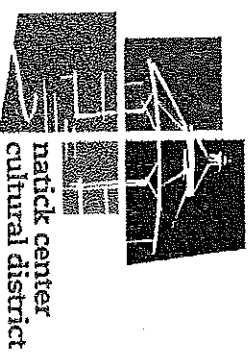


## Expenses



## Partnered Programs

- Innovation Nights
- Natick Artists Open Studios
- Natick Days
- Concerts on the Common
- 4th of July Celebration
- Spooktacular
- Natick Earth Day Festival
- Holiday Lighting Celebration



# Natick Center Cultural District Guiding Principles and Goals

## Values

We believe that supporting arts and culture is pivotal to creating a sustainable economic engine in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for everyone's benefit.

## Vision

Natick Center will be a cultural hub of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events and community gatherings for residents and visitors alike.

## Mission

To cultivate a lively and diverse downtown neighborhood by enhancing the cultural, economic and social life of our community.

We are led by an innovative partnership of public, private, non-profit and cultural voices.

## STRATEGIC GOALS

### Culture

Develop programs & events...foster creative partnerships

### Community

A popular destination...connect as a community

### Economic Development

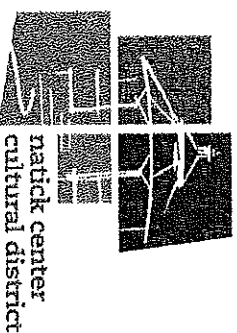
Catalyst for attracting new businesses

### Governance

Alliance of landlords, merchants, artists & government

## 2018 PRIORITIES

- Enhance Natick Nights offerings
- Create additional programming in response to community feedback
- Expand public art projects
- Update cultural inventory
- Deepen collaborative relationships
- Install CRM system
- Create better user experience for self-guided walking tours
- Actively partner with economic development initiatives
- Secure additional grant funding



## **Natick Center Cultural District 2019 (FY '20) Priorities**

- Expand current website to focus on events, businesses and memberships
- Complete MAPC Creative Placemaking Plan
- Host new PorchFest event in September 2019
- Second Mass Innovation Nights at TCAN
- Host 2020 Natick International Film Festival (NIFF)
- Install artwork in “For the Love of Natick” Creative Placemaking Event
- Expand cultural inventory through events such as Holi Festival &  
Multicultural Day
- Secure additional grant funding
- Deepen collaborative relationships with members and community partners



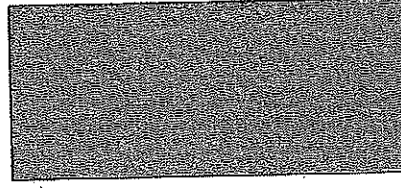
# 2019/2020 Natick Center Cultural District Budget

	Cash	Inkind	Total
Foundation	\$ 9,000	\$ 10,000	\$ 19,000
Federal			
State (non Adams)	\$ 5,000		\$ 5,000
Municipal	\$ 80,000		\$ 80,000
Business/Corp?individual	\$ 50,400	\$ 18,000	\$ 68,400
Not-for-profit (NCA)	\$ 15,000		\$ 15,000
RTC/CVB/Tourism			
Other	\$ 2,500		\$ 2,500
Earned Income	\$ 40,000		\$ 40,000
State Adams	\$ 500		\$ 500
Total	\$ 202,400	\$ 28,000	\$ 230,400
Personnel	\$ 82,000		\$ 82,000
Outside fees	\$ 14,000		\$ 14,000
Travel	\$ 4,000		\$ 4,000
Marketing	\$ 14,400	\$ 10,000	\$ 24,400
Overhead	\$ 8,800	\$ 18,000	\$ 26,800
Events/Programs	\$ 79,200		\$ 79,200
Total	\$ 202,400	\$ 28,000	\$ 230,400

Town of Natick & Natick Center Cultural District

# Natick Cultural Catalog Project


## SUMMARY REPORT



**FinePoint**  
Associates, LLC

**Prepared by:**  
FinePoint Associates, [www.FinePointAssociates.com](http://www.FinePointAssociates.com)  
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**Prepared for:**  
Town of Natick & Natick Center  
Cultural District  
[www.NatickCenter.org](http://www.NatickCenter.org)

**Sponsored by:**  
 Massachusetts  
Downtown  
Initiative

## Acknowledgements

This project was only possible due to the contributions of time, information and insights on the part of many individuals and organizations. Thank you to the partners that participated in and guided this project.

### **Town of Natick, Community and Economic Development Department**

James Errickson, Director, Economic Community & Development

### **Natick Cultural District, Administered by Natick Center Associates**

India Young, Natick Center Associates, Executive Director

Steve Levinsky, Executive Committee and Project Advisor

Organization Leaders, Business Owners, and Residents who took the time to help identify artisans, creative enterprises and organizations and helped to promote the survey through e-mails, website postings, and displaying signs and materials.

And . . . Many , Many Thanks to the Artists, Artisans, Creative Enterprises and Community Organizations that responded to the survey!

The project was sponsored by: Massachusetts Downtown Initiative,  
a program of the Department of Housing and Community Development,  
Emmy Hahn, Program Coordinator

The project was conducted by: FinePoint Associates  
Peg Barringer, Partner and Project Director

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Addendum – Natick Center Cultural District: Catalog of Cultural Assets

Addendum – Cultural Asset Database

# 1. Project Overview

## 1.1 Purpose, Products and Methodology

The purpose of the project was to: conduct an in-depth inventory and develop a foundational database of the extensive network of cultural assets associated with the Natick Center Cultural District in order to maximize the promotion of the Cultural District future impact.

The project included the following steps and methodology:

1. Developing a framework for the types of entities and individuals to include in the cultural inventory
2. Identifying appropriate artists, artisans, creative enterprises, educational entities and community organizations. This was accomplished through:
  - Working with NCCD staff, partners and project advisors
  - Internet research
  - On the ground Inventory work in Natick Center
  - Identifying key networks of artisans
  - Press releases and informational flyers
3. Designing, Promoting and Conducting a Survey of the Cultural Entities
4. Analyzing and Organizing the Data collected from the Survey and through other Means

## 1.2 Products Overview

1. Database – useful information about the cultural assets such as description, characteristics, space use, level of involvement with the Natick Center Cultural District, and contact information organized into searchable, sortable database.
2. Catalog of Cultural Assets - publicly viewable listing of names, descriptions and website/facebook information by category and sub category.
3. Summary Report – summarizing the research findings.

## 1.3 Cultural Asset Framework & Research Summary

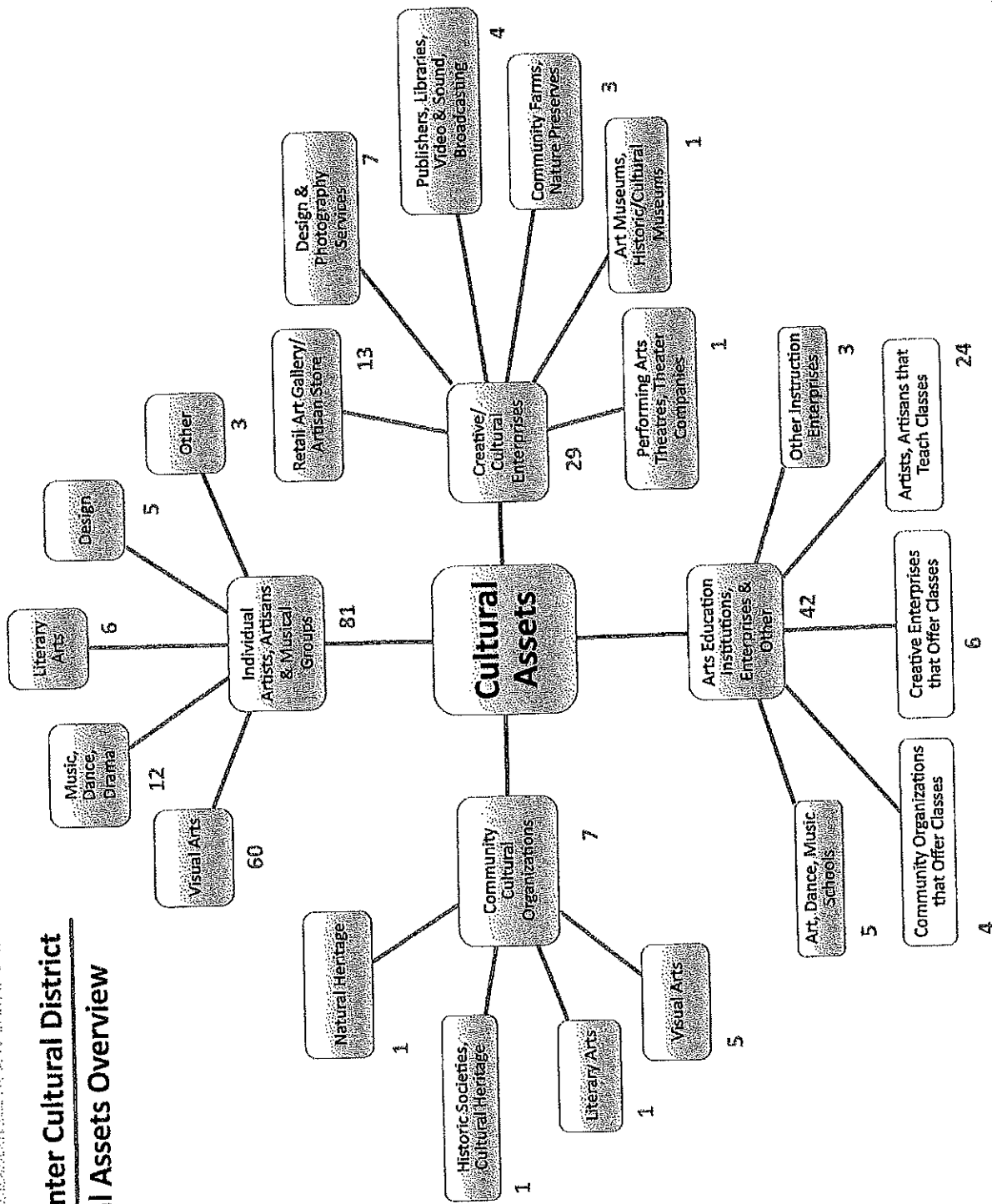
An overview of cultural asset framework and the volume of assets associated with the Natick Center Cultural District is illustrated by the diagram on the following page.

The table below provides a summary of major categories.

Individual Artists, Artisans & Musical Groups	81
Creative Cultural Enterprises	29
Arts Educational Institution, Instruction Enterprises & Other*	42
Community Cultural Organizations	7

\* Includes some entities that are also listed under other categories.

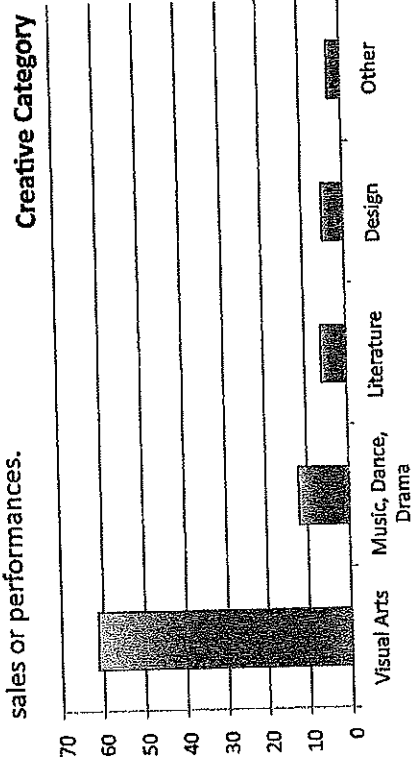
# **Natick Center Cultural District** **Cultural Assets Overview**



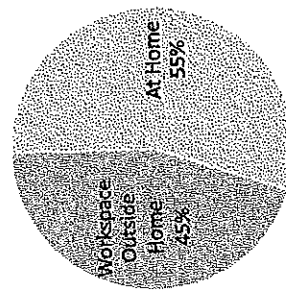
## 2. Individual Artists, Artisans and Musical Groups

### 2.1 Type and Characteristics

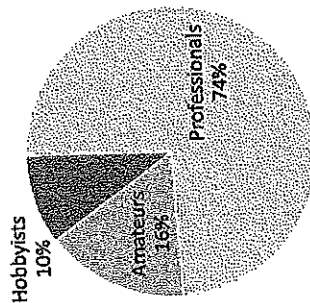
- 81 artists and artisans indicated they live, show or produce art in Natick – ranging from painters to potters, jewelry to clothing designers, and acapella singers to romance novelists. 78% of these artists live in Natick.
- Slightly more than one-half work on their art within their home while 46% have a studio/workspace outside the home.
- Almost three-quarters identify themselves as professionals and about one-quarter identify as amateurs or hobbyists.
- Close to 90% of the artists generated art-related income in the last year. About one-quarter indicated that most of their art-related income came from art festivals and events while close to the same portion generated most of their income from their own galleries. The other artists indicated their art income came mostly from galleries operated by others, online sales or performances.



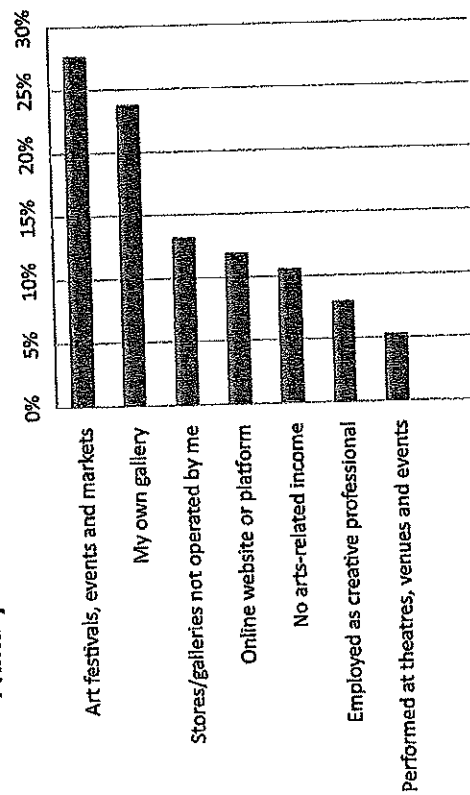
**Where is Art Produced?**



**Artist Self-Identification**



**Primary Source of Art-Related Income**



## 2. Individual Artists, Artisans and Musical Groups

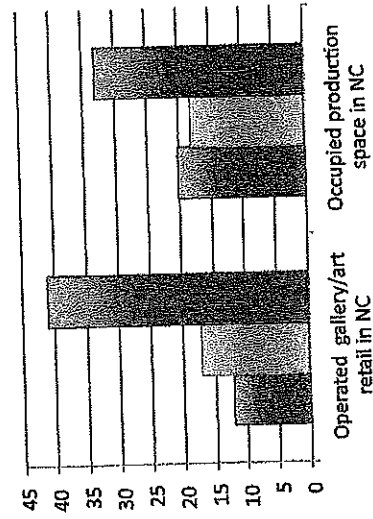
### 2.2 Involvement in the Natick Center Cultural District (NCCD)

- The vast majority (87%) of the artists indicated they had attended an event in Natick Center in the last 12 months.
- Many artists sold art, exhibited, taught classes, or performed in the NCCD during the last 12 months. And, the exciting news is that **many other artists that have not been involved have expressed an interest** in participating in these activities.
- There also appears to be significant interest among the artists in production and gallery/selling space in Natick Center. 11 artists expressed interest in gallery and production space; 7 more were interested in just production space and 6 more in just gallery space. This does not necessarily represent real market demand as rental prices were not considered, but it does show interest.

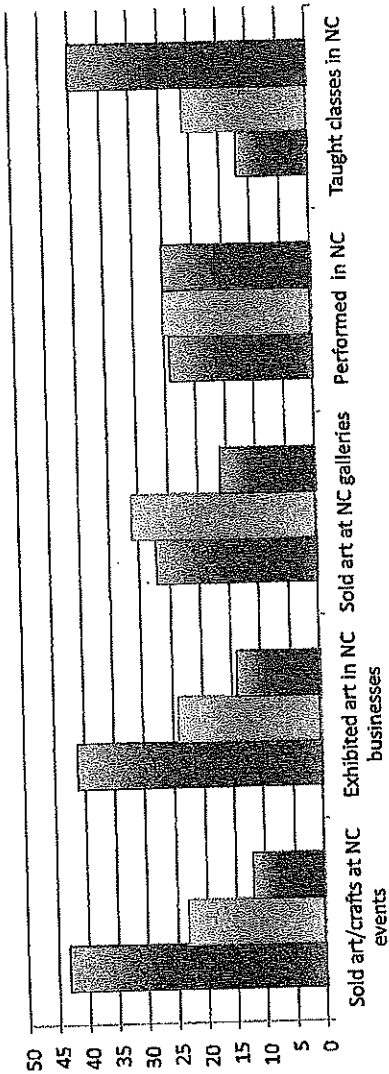
# of Days that Artists Sold Art, Exhibited, Taught Classes or Performed in the NCCD



Artists' Space Occupancy



Artists' Involvement in NCCD



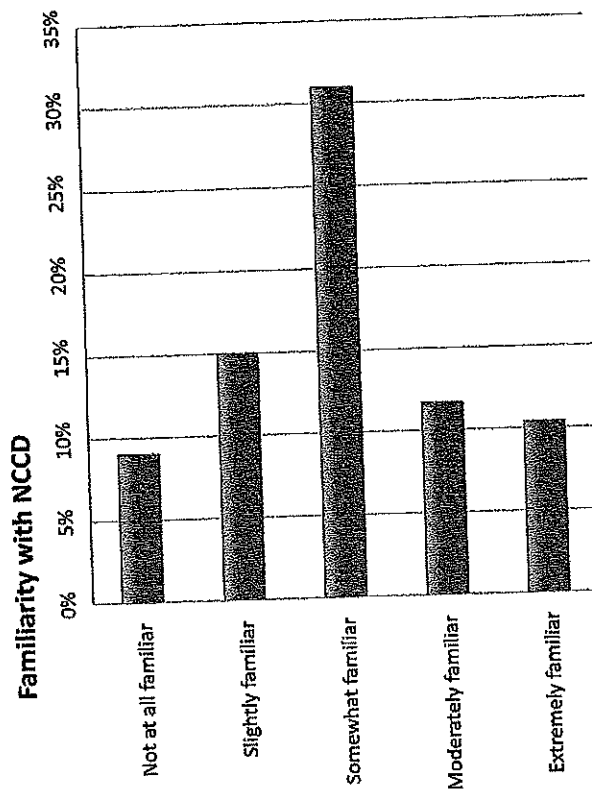
Did in the last 12 months Did not do, but interested in doing Not appropriate/interested



## 2. Individual Artists, Artisans and Musical Groups

### 2.3 Familiarity with the Natick Center Cultural District (NCCD)

- The survey results show that the word is definitely getting out about the Cultural District -- most of the artists indicated they were at least somewhat familiar with NCCD. However, there is still opportunity to reach out and boost awareness and participation -- close to 25% of the artisans said they were only slightly or not at all familiar with the NCCD.
- One of the goals of this project was to increase awareness about the NCCD, which it did. Many artists discovered or gained a deeper understanding about the Cultural District through this research effort.

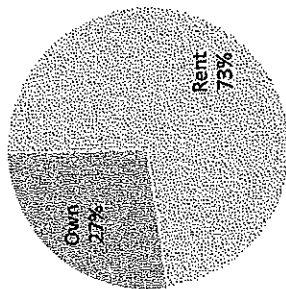


### 3. Creative/Cultural Enterprises

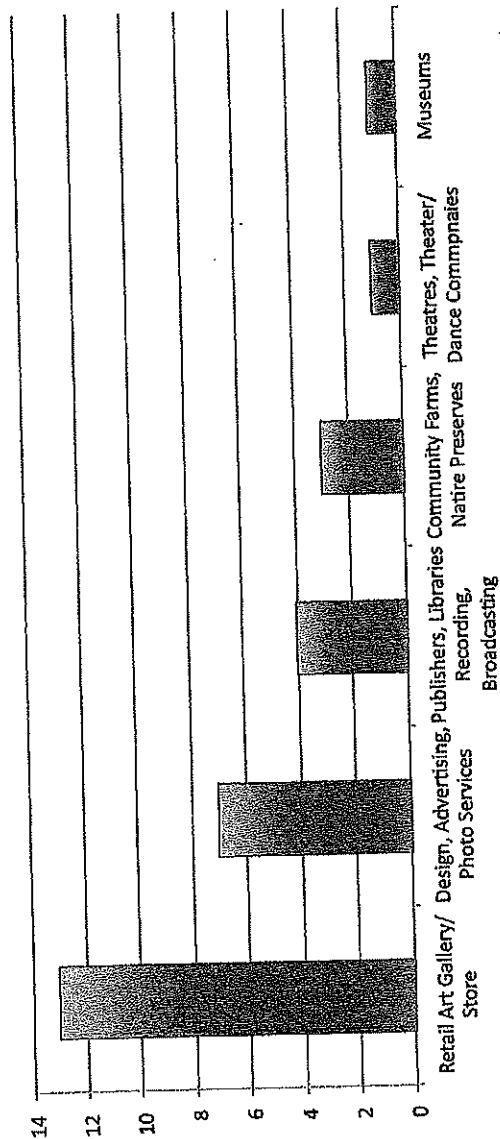
#### 3.1 Type and Characteristics

- We identified **26** creative/cultural enterprises associated with NCCD – ranging from several multi-artist galleries to hand crafted gift stores, architecture to advertising firms, and recording to studio libraries. TCAN (The Center for the Arts at Natick), a performing arts theatre with regional draw, is a cultural anchor in the district.
- Almost all (over 90%) of these enterprises are located within the NCCD or very nearby. A few are located beyond the immediate area but have a connection and partnership with the NCCD.
- We also identified **3** other enterprises outside of the District that might make good strategic partners although they are not currently partners with NCCD. These include: The Museum of World War II, Belkin Family Lookout Farm, and Broadmoor Wildlife Preserve.

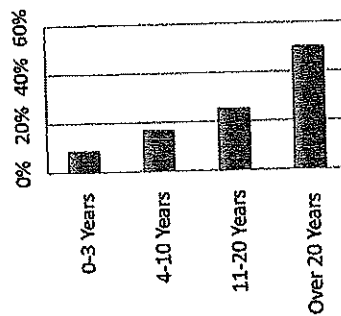
Operating Space Tenure



Creative/Cultural Enterprise Category



Years in Operations

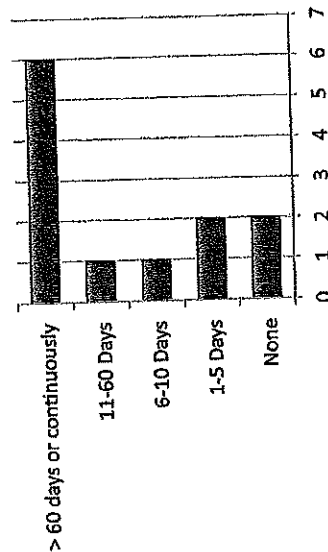


### 3. Creative/Cultural Enterprises

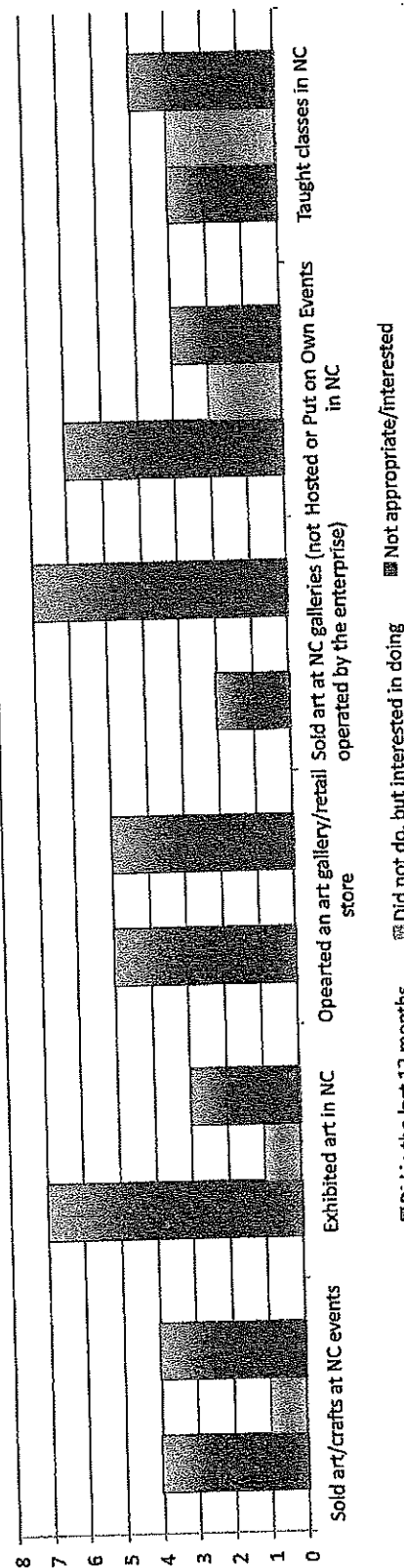
#### 3.2 Involvement in the Natick Center Cultural District (NCCD)

- Of the 29 creative enterprises identified, approximately one-half responded to the survey and of those, 11 answered the questions about involvement with the NCCD. 9 respondents indicated they had participated in a Natick Center event in the last 12 months.
- Several enterprises sold art, exhibited, hosted events or taught classes in the NCCD during the last 12 months. And, **a few other enterprises that have not been involved have expressed an interest in participating in these activities.**

# of Days that Creative/Cultural Enterprises Sold Art, Exhibited, Taught or Performed in the NCCD



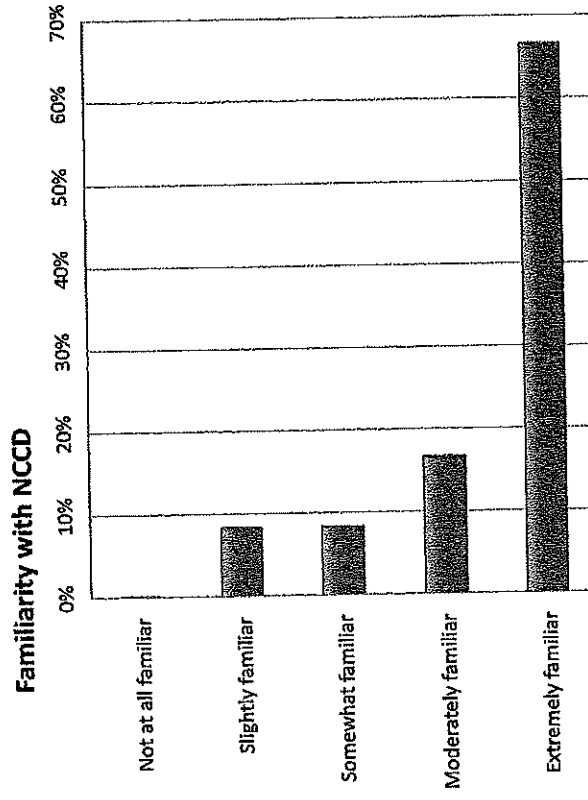
Creative/Cultural Enterprise Involvement in NCCD



### 3. Creative/Cultural Enterprises

#### 3.3 Familiarity with the Natick Center Cultural District (NCCD)

- Most of the creative enterprises that responded to the survey indicated they were very familiar with the NCCD. However, only about half of the creative enterprises responded. There may be an opportunity to boost participation by targeting marketing efforts to the group of enterprises that did not respond.

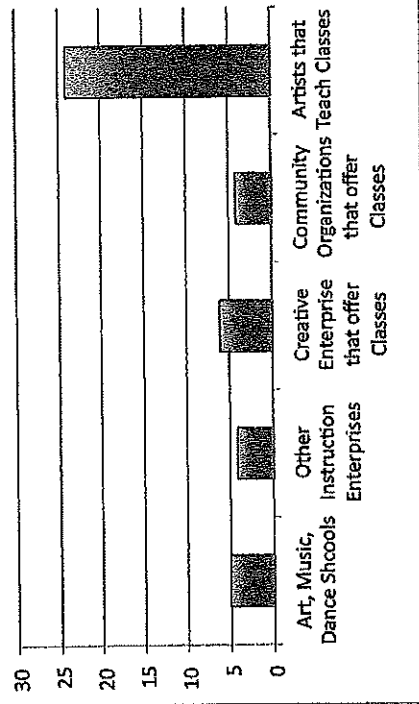


## 4. Arts Education Institutions, Instruction Enterprises & Other

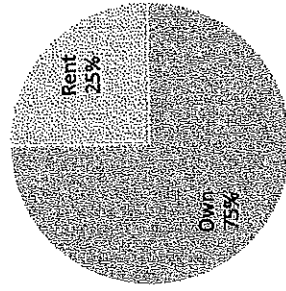
### 4.1 Type and Characteristics

- Natick has a wealth of arts education resources. The research identified **5** schools and **4** other instruction enterprises. They are all located in Natick and about one-half are located in Natick Center.
- In addition, **6** of the creative enterprises and **4** of the community cultural organizations offer classes; plus **23** of the artists and artisans teach classes.

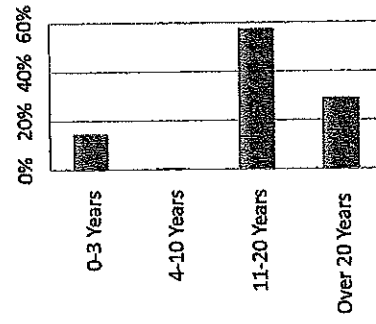
Arts Education Entity Category



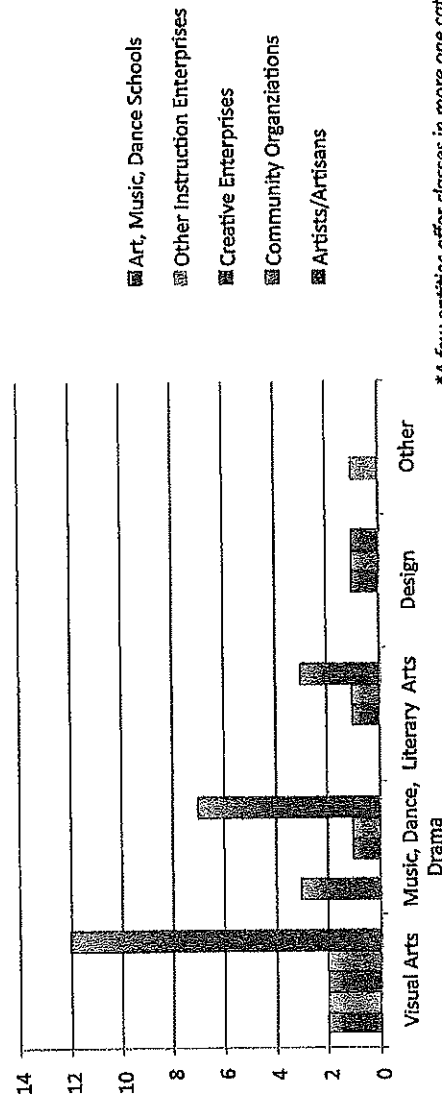
Operating Space Tenure  
(Schools & Instruction Enterprises)



Years in Operation  
(Schools & Instruction Enterprises)



Types of Classes Offered



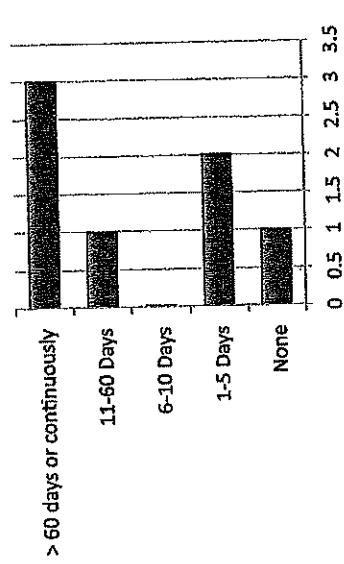
\*A few entities offer classes in more than one category.

## 4. Arts Education Institutions, Instruction Enterprises & Other

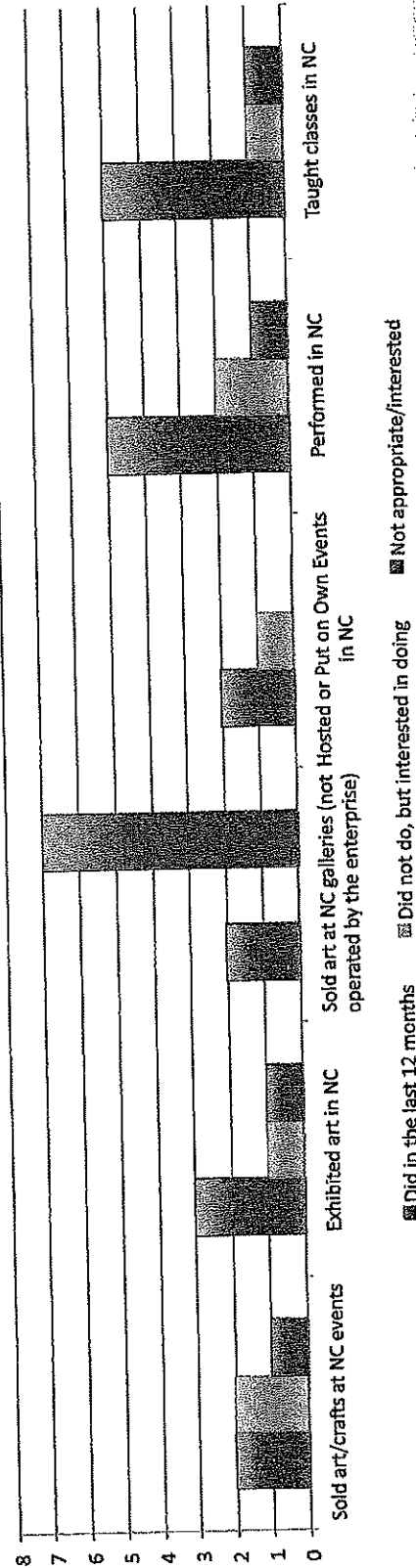
### 4.2 Involvement in the Natick Center Cultural District (NCCD)

- Of the 9 schools and instruction enterprises identified, 8 responded to the survey. 6 respondents indicated they had participated in a Natick Center event in the last 12 months and an additional 2 said they were interested in doing so.
- Several of the schools and instruction enterprises sold art, exhibited, hosted events, performed or taught classes in the NCCD during the last 12 months. And, a couple of others that have not been involved have expressed an interest in participating in these activities.

# of Days that Schools & Instruction Enterprises Sold Art, Exhibited, Taught Classes or Performed in the NCCD



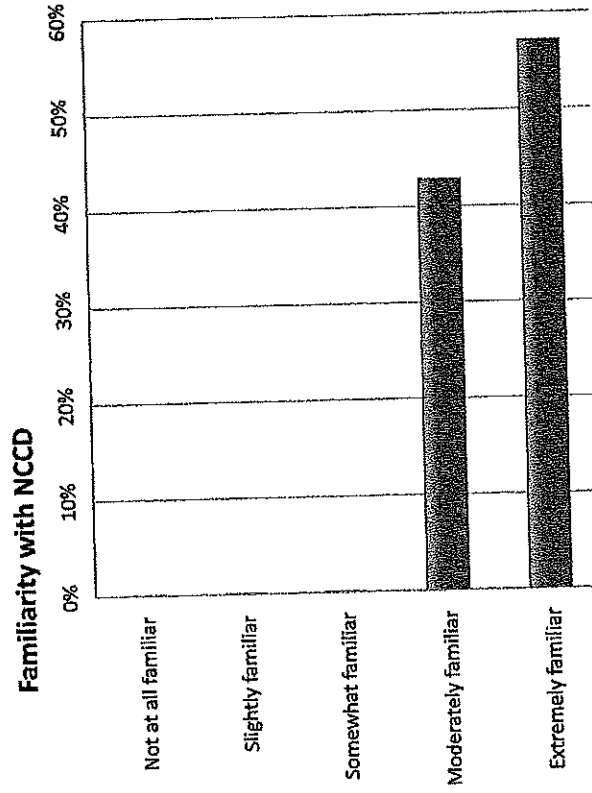
Art Schools and Other Instruction Enterprises' Involvement in NCCD



## 4. Arts Education Institutions, Instruction Enterprises & Other

### 4.3 Familiarity with the Natick Center Cultural District (NCCD)

- The schools and instruction enterprises that responded to the survey indicated they were very familiar with the NCCD. One of the instruction enterprises did not respond to the survey and another did not respond to this question.

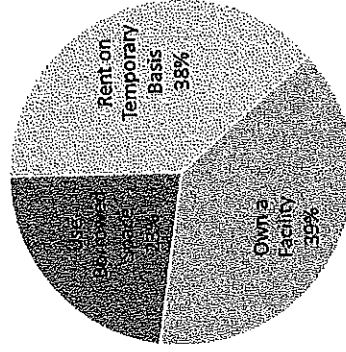


## 5. Community Cultural Organizations

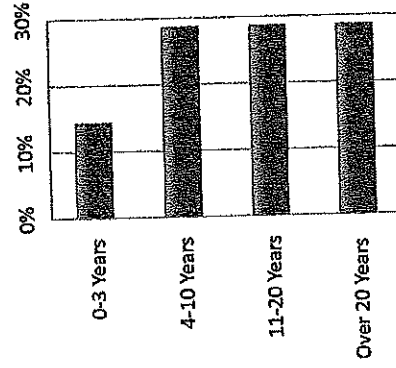
### 5.1 Type and Characteristics

- We identified **7** community cultural organizations—including organizations focusing on history, poetry, painting and quilting along with two associations -- Natick Artists Open Studios and the Natick Farmers & Winter Markets.
- The Natick Historical Society, Quinobequin Quilters and Natick Farmers & Winter Markets each have over 100 members.

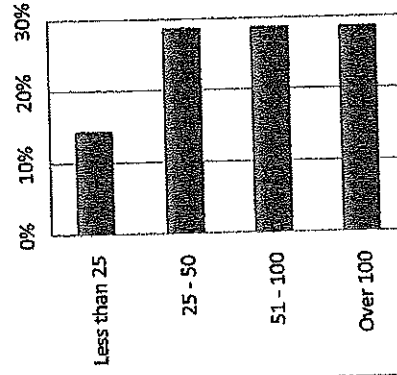
How Space Needs are Met



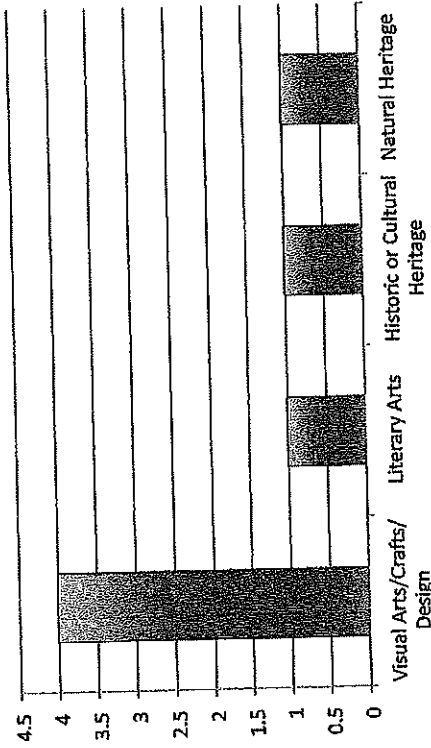
Years in Operation



Number of Members



Arts & Culture Category



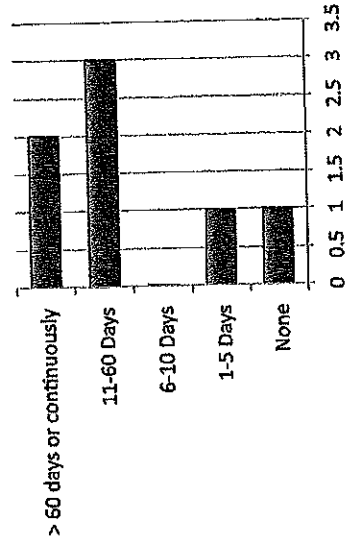


## 5. Community Cultural Organizations

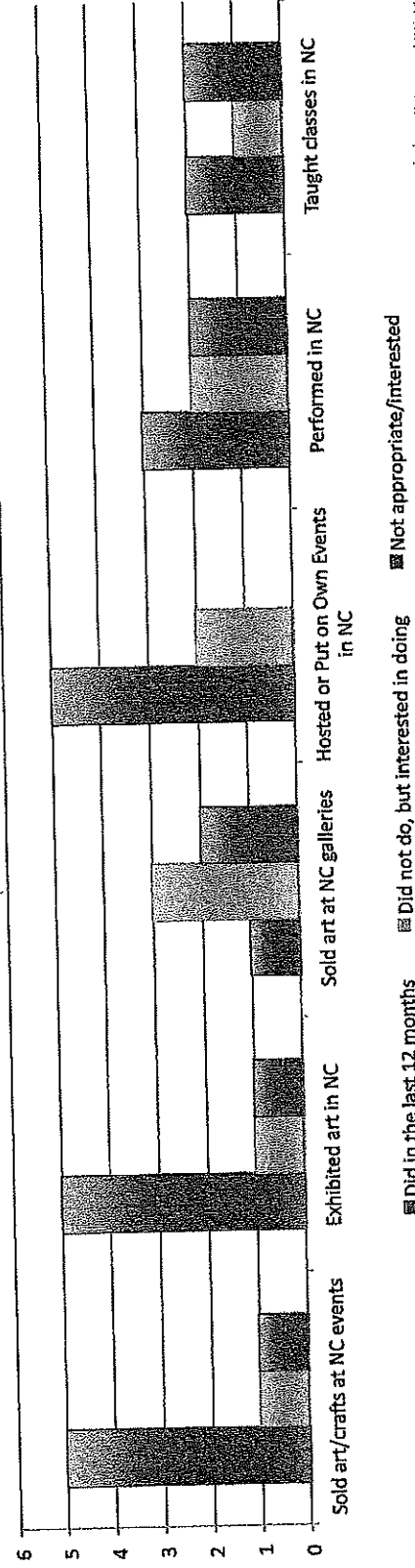
### 5.2 Involvement in the Natick Center Cultural District (NCCD)

- All 7 of the organizations responded to the survey. 6 of the 7 respondents indicated they had participated in a Natick Center event in the last 12 months and an additional 1 said they were interested in doing so.
- Several of the organizations sold art, exhibited, hosted events, performed or taught classes in the NCCD during the last 12 months. And, a few others that have not been involved have expressed an interest in participating in these activities.

# of Days that Organizations Sold Art, Exhibited, Taught Classes or Performed in the NCCD



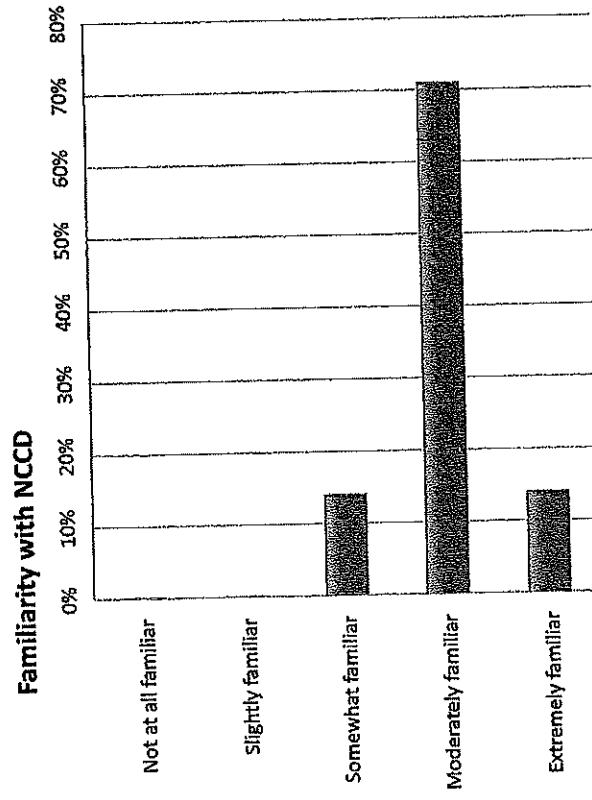
Community Cultural Organizations' Involvement in NCCD



## 5. Community Cultural Organizations

### 5.3 Familiarity with the Natick Center Cultural District (NCCD)

- Most of the organizations that responded to the survey indicated they were familiar with the NCCD.



**TOWN OF NATICK**

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury, that this Proposal 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.

NATICK CENTRAL ASSOCIATES

Name of Proposer

20 MAIN ST. - SUITE 208

Address of Proposer

NATICK, MA 01760

508-650-8848

Telephone Number

By: 

(Signature)

ARTHUR B. FAIR III

Printed Name

PRESIDENT

Printed Title

MAY 3, 2019

Date

**TOWN OF NATICK**  

---

**ATTACHMENT C**  
**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer 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.

NATICK CENTRAL ASSOCIATES  
Name of Proposer

20 MAIN ST. - SUITE 208  
Address of Proposer

NATICK, MA 01760

Telephone Number 508-650-8848

By:

(Signature)

ARTHUR B. FAIRIE

Printed Name

PRESIDENT

Printed Title

MAY 3, 2019

Date

**TOWN OF NATICK**  
**ATTACHMENT D**  
**CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

1. The Proposer 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 RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP 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 Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

NATICK CENTRAL ASSOCIATES

Name of Proposer

Address of Proposer

20 MAIN ST - SUITE 208

NATICK, MA 01760

Telephone Number 508-650-8848

By: 

(Signature)

ARTHUR B. FAIR III

Printed Name

PRESIDENT

Printed Title

MAY 3, 2019

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, STEVE LEVINSKY, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that ARTHUR B. FAZELL, who signed said Proposal on behalf of the Proposer was then PRESIDENT of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

NATICK CENTER ASSOCIATES

Name of Proposer

NATICK CENTER ASSOCIATES

Address of Proposer

20 MAIN ST. SUITE 208  
NATICK, MA 01760

Telephone Number 508-650-8848

By: Steve Levinsky

(Signature)

STEVE LEVINSKY

Printed Name

CLERK

Printed Title

MAY 3, 2019

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

NATICK CENTER ASSOCIATES

Name of Proposer

NATICK CENTER ASSOCIATES

Address of Proposer

20 MAIN ST - SUITE 208

NATICK, MA 01760

Telephone Number 508-650-8848

By: [Signature] Pres

(Signature)

ARTHUR B. FAIR III

Printed Name

PRESIDENT

Printed Title

MAY 3, 2019

Date

**TOWN OF NATICK**  
**ATTACHMENT G**  
**CERTIFICATE OF NON-DEBARMENT**

The Proposer 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 Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Name of Proposer

NATICK CENTER ASSOCIATES

Address of Proposer

20 MAIN ST - SUITE 208  
NATICK, MA 01760

Telephone Number 508-650-8848

By \_\_\_\_\_

(Signature)

ARTHUR B FAIR III

Printed Name

PRESIDENT

Printed Title

MAY 3, 2019

Date



**TOWN OF NATICK**

---

**ATTACHMENT H  
FORM OF CONTRACT**

**(SEE ATTACHED DOCUMENT.)**

# ATTACHMENT I

## Identity of the individual, partnership or corporation applying for contract award and credentials of the personnel.

### Corporation Applying for Contract:

Natick Center Associates, Inc.  
20 Main Street, Suite 208  
Natick, MA. 01760  
508-650-8848

### Officers of Corporation:

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank, EVP & COO

Steve Levinsky (Executive Committee)  
Clerk  
Studios @ 3 Adams St.

### Executive Committee:

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank

Steve Levinsky (Executive Committee)  
Clerk  
Studios @ 3 Adams St.

Donna Donovan (Executive Committee only)  
Town Liason  
Executive Assistant to Town Administrator

**Board of Directors:**

The Natick Center Associates Board of Directors oversees the governance of the Natick Center Cultural District, and is comprised of a dedicated group of business professionals and community leaders.

Arthur B. Fair III (Executive Committee)  
President  
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)  
Vice-President  
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Steve Sousa (Executive Committee)  
Treasurer  
MutualOne Bank, EVP & COO

Steve Levinsky (Executive Committee)  
Clerk  
Studios @ 3 Adams St.

Donna Donovan (Executive Committee only)  
Town Liason  
Executive Assistant to Town Administrator

Mary Barber  
Director  
Lemon Tree Goods

Steve J. Brayman  
Director  
Fitness Distributors

Swati Dave  
Director

## Natick Cultural Council

James Errickson  
Director  
Natick Director - Community & Economic Development

David Lavalley  
Director  
The Center for Arts in Natick

Mike McAuliffe  
Director  
Middlesex Savings Bank

Karen Partanen  
Director  
Natick Recreation and Parks Dept.

Betty C. Scott  
Director  
The Frame Shop & Gallery

Avigail Shimshoni  
Director  
Natick Design Review Board

Gary Stucchi  
Director  
Stucchi Jewelers

Rudman Ham  
Honorary Member  
Retired

### **Staff (individuals actually performing work with volunteers):**

- Athena Pandolf – Executive Director  
20 Main Street, Suite 208  
Natick, MA 01760  
508-650-8848

Resumes and Job Descriptions of the staff are attached.

**Supervision:**

The Executive Director reports to The Executive Committee of the Board of Directors. The Marketing/Administrative Assistant and sub-contractor(s) report to the Executive Director. The Executive Committee meets generally twice a month. The Board of Directors meets generally once a month. On a daily basis and between Executive Committee and Board of Director's meetings, the President provides supervision. Expenditures are approved by the President and Treasurer under authority granted by the Executive Committee. The Board of Trustees has granted this authority to the Executive Committee and the President and Treasurer.

**Sub-Contractor:**

- Deb Sayer, Farmers Market Manager is subcontracted to operate the Farmers Market.
- Archana Menon – Community Outreach Coordinator
- Ann Marie La Brache – Bookkeeper
- Gianna Bird – Website postings and content.
- No other subcontractors are contemplated at the time of this proposal.
- Natick Center Associates reserves the right to hire or contract addition individuals, if necessary, to carry out, in good faith, the services proposed.

Sample work products for each staff member are attached.

**Job Description**  
**Natick Center Cultural District / Natick Center Associates**  
**Executive Director**

The Natick Center Cultural District and Natick Center Associates (NCCD/NCA) seeks an energetic and highly qualified Executive Director to represent and champion the NCCD to all constituencies as an integral asset for Natick. The Executive Director is responsible for the management and day-to-day operations of NCCD and Natick Center Associates, Inc.. He/she has the authority to carry out these responsibilities in accordance with the direction, goals and policies established by the Natick Center Associates Executive Committee and Board of Directors. The Executive Director is primarily responsible for the organization's consistent achievement of its mission, marketing and financial objectives ensuring that the NCCD makes consistent and timely progress towards its strategic goals.

More specifically, the Executive Director of the Natick Center Cultural District provides vision, advocacy and leadership to ensure that the NCCD focuses on stimulating the economic and cultural life locally and regionally through development and promotion of the District.

In marketing and program management, the Executive Director will be responsible for developing and maintaining the District's brand; creating and executing a marketing and promotion strategy; reaching-out to and coordinating with local and regional organizations; collecting and maintaining an inventory of programming, activities and community resources; creating; and developing original programs and activities as appropriate. The Executive Director will be responsible for planning, organizing and executing programming for NCA such as the Annual Fundraiser, ArtWeek Events, Natick Nights, Multicultural Day, Spooktacular, Small Business Saturday and Holiday Lighting on the Common.

The Executive Director is responsible for securing funding to provide the necessary resources to ensure the organization is sustainable. In this regard, the Executive Director will work with businesses, corporations, foundations and governmental bodies to provide grants and funding. Day-to-day funding duties include the development, implementation and overseeing of a funding strategy. The Executive Director will also be responsible for procuring necessary monies for the District to meet goals; fostering and maintaining relationships with business and corporate donors; identifying and pursuing foundation and government support; and creating or identifying revenue generating programs and events.

In planning and management, the Executive Director will be responsible for creating budgets and exercising fiscal responsibility for NCCD/NCA; coordinating with government entities to create and implement plans for public improvements; coordinating with organizations to create long term marketing and operational plans; facilitating discussions to identify district operational issues in the areas of transportation, parking and public safety; identifying, implementing and communicating operational solutions to stakeholders and interested parties; facilitating monthly governance committee meetings; preparing monthly reports for the Board, quarterly reports to Natick Center Associates and the Natick Town Administrator and NCCD stakeholders. In the Human Resources arena, the Executive Director will manage the recruitment, employment and deployment of any/all resources, both paid and volunteers; ensure appropriate staff is in place to carry out the day-to-day activities of the organization. Make appropriate changes to job descriptions or staff as needed; effectively manage the human resources of the organization according to current laws and regulations; and ensure that job descriptions are developed, regular performance evaluations are conducted, and that sound human resource practices are followed; and manage and motivate NCCD staff and volunteers thorough enhancement of responsibilities and guidance as

needed.

Externally, the Executive Director will foster and maintain positive collaborative working relationships with all District stakeholders; foster and maintain relationships with media representatives (print, radio, television and Internet); maintain relationships with elected and appointed officials at various levels of government (city, state and federal); prepare and deliver Cultural District presentations to professional, civic, educational and social organizations; and serve as the public “face” and “voice” of the Natick Center Cultural District.

The Executive Director must have an aptitude for and experience with marketing and promotion. The successful candidate will be a relationship builder with excellent interpersonal and organizational planning skills in order to work effectively with Board members, NCA members, volunteers, elected and appointed officials at various levels of government (city, state and federal) in meeting the needs of the Natick Center Cultural District and its stakeholders. Comfort with technology and social media is essential.

A degree in Marketing, Event Planning or Business is preferred.



**Job Description**  
**Natick Center Cultural District / Natick Center Associates**  
**Community Outreach Coordinator**

**Responsibilities**

- Undertake daily administrative tasks to ensure the functionality and coordination of the Natick Center Cultural District / Natick Center Associates (NCCD/NCA) activities
- Support Executive Director and Board in organizing various projects
- Conduct market research
- Employ marketing analytics techniques to gather important data (social media, web analytics, rankings etc.)
- Update spreadsheets, databases and inventories with statistical, financial and non-financial information
- Assist in the organizing of promotional events and traditional or digital campaigns and attend them to facilitate their success
- Prepare and deliver promotional materials
- Write marketing literature (brochures, press releases etc) to augment NCCD/NCA presence in the community
- Communicate directly with members, partners and the public and encourage trusting relationships

**Job Description**  
**Natick Center Cultural District / Natick Center Associates**  
**Farmers Market Manager**

***Responsibilities:***

Specific responsibilities will be determined by the needs of the customers, our partners and the vendors at the market. Generally, the Market Manager is responsible for the following activities:

**MARKET OPERATIONS**

- Arrives at market 1 hour before opening to coordinate market set-up and stays at market until all vendors have left (usually no more than 1 hour after market closing).
- Sets up Farmers Market table.
- Places directional signs promoting the market around the community at key locations prior to opening on each market day, and removes those signs at the close of market.
- Coordinates vendor parking and set-up, ensuring vendors are in the correct space.
- Staffs the Farmers Market table providing information to customers and vendors.

**GENERAL MARKET SUPPORT**

- Develops and maintains good working relationships with Natick Center Cultural District staff, vendors, customers and community members.
- Assists vendors, community representatives and customers by providing market-related information, conflict resolution and general aid as appropriate.
- Enforces market rules.
- Occasionally assist vendors by providing limited set up help and brief personal breaks and by assisting vendors with sales during especially busy times.

**OUTREACH AND MARKETING**

- Works with the Natick Center Cultural District and our partners to promote the market through social media, contributing to weekly email newsletters and promotion throughout the community.
- Educates customers about the Farmers Market mission
- Assists with the development and coordination of special events – including educational programming, festivals, fundraisers and musical performances.

**Job Description**  
**Natick Center Cultural District / Natick Center Associates**  
**Bookkeeper**

**Responsibilities**

- Works directly with the Executive Director and the NCCD/NCA treasurer to assist in billing, banking and accounting and bookkeeping activities.
- Invoicing customers and deposits for NCA, Natick Days, NAOS and Earth Day events.

**Job Description**  
**Natick Center Cultural District / Natick Center Associates**  
**Website Content Specialist**

**Responsibilities**

- Working with the Executive Director to compose and post online content on the NCCD/NCA website.

**Athena Pandolf**  
**11 Richard Road**  
**Natick, MA 01760      508.651.2154**

**Education:**

1988-1992    University Massachusetts,  
North Dartmouth, MA  
Bachelor of Fine Arts, Cum Laude  
Major: Textile Design, Minor: Sociology

1983-1987    Nashoba Regional High School  
Bolton, MA

**Professional  
Experience:**

April 2019 – Present – **Executive Director, NCA**  
Responsible for the management and day-to-day operations of Natick Center Cultural District and Natick Center Associates. Director provides vision, advocacy and leadership to ensure that the NCCD focuses on stimulating the economic and cultural life locally and regionally through development and promotion of the District. Heads up marketing and program management, secures funding to provide the necessary resources to ensure the organization is sustainable, creating budgets and exercising fiscal responsibility, and foster and maintain positive collaborative working relationships with all District stakeholders. Creates cultural events to further the district goals.

November 2015- March 2016 – **Administrative Assistant, NCA**  
Handled daily responsibilities for Natick Center Cultural District including social media, finances and memberships.

April 2015 – Nov. 2015 - **Freelance Graphic Designer**  
Brochures, logo design for local companies. Consulting with clients on social media management of their company sites and marketing materials.

January 2012 – July 2016 – **4<sup>th</sup> of July Parade Coordinator**  
Coordinated the Natick 4<sup>th</sup> of July parade and schedule the entertainment.

September 2013 – March 2015 – **Marketing Consultant**  
Website marketing, social media postings, product listing on eBay, blogging, Twitter and Pinterest boards.

October 1998-Graphic Designer

Mar. 1994      **Community Newspaper Company**

Using Photoshop 3.0, Quark Express & Illustrator 6.0  
Designing inserts and advertisements for publication.

Sept. 1994-      Advertising Coordinator

Feb.1995      **Community Newspaper Company**

Assisting Sales Staff  
Microsoft Word and Excel  
Assisted Sales Staff of 20 employees  
Answering and Routing Dept. Phones  
Taking messages, faxing and proposals.

Jan. 1994-      Legal Assistant

June 1992      **Shapiro & Fishman Law Office**

Boca Raton, Florida  
Handled Legal cases for five counties. Received all  
incoming summons, complaints, and answers.  
diligent searches, prepared packages for hearings,  
set hearings, and reviewed title searches.

# ARCHANA MENON

412-576-1565 · archana.menon@yahoo.com  
<https://www.linkedin.com/in/archanacsr>

More than 8 years of experience in community engagement, creative placemaking, corporate social responsibility, sustainability, stakeholder relationships and philanthropy.

## PROFESSIONAL EXPERIENCE

**Natick Center Cultural District, Natick, MA**

**Community Engagement Coordinator**

**Current**

Represent NCCD in engaging with external partners, on local and regional planning and community development projects and initiatives that helps Natick become more culturally vibrant, open to artistic expression, and welcoming to people of many backgrounds.

**Creative Placemaking and Community Engagement Fellow**

**2018**

- Collaborated with the Metropolitan Area Planning Council (MAPC) in the development and implementation of the Natick Center Creative Placemaking Strategy and Demonstration.
- Participated in the Advisory Committee to formulate guidelines for the Call for Creatives Selection Committee.
- Participated in the Selection Committee to review artist projects and select finalists.
- Mentored artists to apply for the Call for Creatives.
- Assisted in planning the engagement and outreach strategy to promote the Call for Creatives, the Creative Placemaking Weekend and Reception.

**University of Pittsburgh (Graduate School of Public and International Affairs), Pittsburgh, PA**

**2013 - 2014**

**Coordinator – Corporate Social Responsibility Research Group**

- Coordinated the formation and development of Net Impact's Graduate Student Chapter.
- Planned and organized in-house CSR events and built collaboration between industry and students.
- Used social media platforms and newsletters to promote events and increase membership.

**The Bank Of New York Mellon, Pittsburgh, PA**

**2011 - 2013**

**Intern – Corporate Social Responsibility**

- Collaborated with cross-functional teams to analyze BNY Mellon's supply chain and philanthropic programs and ensure their strategic fit within the CSR focus of the company.
- Led a competitive gap analysis research project comparing BNY Mellon's CSR strategies with industry best practices which formed the basis for BNY Mellon's 2012 Annual CSR Report.

**Bennett, Coleman & Co. Ltd., Mumbai, India**

**2007**

**Senior Officer – Media Sales**

- Managed media planning and sales to effectively deliver relevant audiences to advertisers in the Education sector while maximizing revenues by analyzing market potential and conditions.

## CREATIVE EXPERIENCE

**The Samvaad Project - [www.thesamvaadproject.com](http://www.thesamvaadproject.com)**

**2018**

**Creator and Artistic Director**

- The Samvaad Project is an annual multicultural performing arts initiative that promotes cross collaboration between diverse and ethnic art forms. The Samvaad Project was a featured partner of ArtWeek 2018 ([artweekma.org](http://artweekma.org)) and was hosted by the Natick Center Cultural District and the Natick Cultural Council.

## EDUCATION

**Vanderbilt University and National Arts Strategies**

**Currently enrolled**

**Leading Innovation in Arts and Culture Certificate**

**University of Pittsburgh (Graduate School of Public and International Affairs)**

**2010 - 2012**

**Master of Public and International Affairs**

## VOLUNTEERING

- TEDxNatick – Board Member
- Natick Multicultural Day Advisory Group
- Natick Creative Placemaking Advisory Committee

Debra Lee Greenberg Sayre  
24 Western Ave. Natick, Ma. 01760  
508-653-6596  
DOB 4/16/42

Education: 1964-B.A. Northeastern University  
1970-M.Ed. Northeastern University  
1970-1985 LICSW  
2000-Coaching Certificate-Newfield Network  
2001-Graduate Coaching Certification-Newfield Network

Other Courses include Social Work at Antioch, Hunter College, Boston University and specific trainings and workshops in the fields of adolescence, Outreach (YMCA), Community Work, Alcoholism and Drug Awareness.

Current Position: Founder and Program Director-Kids Connect, Inc.(2000-current)  
Market Manager, Natick Center Farmers Market (helped with founding in 1996-current)

Experience in profession: Developed a drug group at Concord Prison, started a group home for adolescents in Medfield, Director of Marathon House (residential drug treatment facility), Area Drug Coordinator responsible for 11 towns in mental health area (DMH), Assist, then Director of drug program in MCI Walpole training and supervising inmate staff, provided training in emotional issues for Police Academy in Quincy, taught psychology as substitute teacher, Taught psychology at Northeastern University, evening program, substitute teacher for City of Boston, teacher and housemother for Salvation Army home for unwed mothers, Child Welfare Worker in New York City, Probation Officer in New York City and Clinical Director of Bristol Areas School (766), ran women's groups and provided individual counseling as Life Coach.

Other Experience: Department Manager, Alexander's Dept. Store in New York City, Sales Representative for 23 manufacturers, new product developer for juvenile products companies, administrative assistant/office manager for Quip Systems, a division of Exxon,

Volunteer Experience: dance instructor in New York City (Police Athletic League, worked with youth in Roxbury thru YMCA, member of the evaluation board of First, Inc. (residential drug program in Roxbury), Founded residential program in Medfield (Harding House), headed the July 4<sup>th</sup> Committee for 10 years as well as the Natick 350<sup>th</sup> Celebration Committee. Founding and current member of Natick Days Committee as well as several town councils and committees, including local cable station. Currently chair the Natick Open Studios steering committee.,



Ann Marie LaBrache  
24 Pearl Street #1  
Natick, Ma. 01760  
amlab8092@gmail.com

Michaels Inc.  
Department Manager  
Responsibilities:

March 2013-Present

- Hiring, training and scheduling of department staff.
- Partnering with manager to create and implement programs for meeting sales and production goals.
- Generating and updating department reports.
- Maintaining all department related files and paperwork.
- Ordering supplies for department and store, adhering to budget constraints.
- Oversee the maintenance and repair of all department related equipment.
- Provide customer service for department and storewide.

Custom Framer  
Responsibilities:

February 2010-March

- Implement set up of framing department in new stores.
- Train new help in sales and custom framing.
- Have consistently met or exceeded sales goals and customer service needs.

Rockwood and Sjoquist Insurance Agency  
Account Manager  
Responsibilities:

June 2004-February 2010

- Developed new filing and organizational practices. Updating computer system to meet industry standards.
- Assist agency principle in managing relationships with companies and vendors.
- Maintain Industry regulations and best practices.
- Maintain utmost discretion when dealing with sensitive topics and information.
- Participated in staff training and development and annual reviews.
- Resolution of customer service concerns and claim handling.
- Assist with annual review of agency sales, profit sharing and business planning.

Education:

- High school Graduate
- Michaels Inc. Management Development Program
- Insurance Industry required licensing and course development.

**Community Service:**

- Planned and executed fund raisers for a small non-profit.
- Assisted in the planning and set up for arts event in my local town.
- Worked on library fund raisers.
- Assisted the director of the Natick Farmers Market.

## **Gianna Bird**

56 Clark Street  
Dedham MA 02026  
giannabird9@gmail.com ~ 617-365-1201

### *Administrative Experience*

#### **Plowshares After School Program, Newton MA**

**Sept 2014 to present**

##### **Administrative Assistant, Personnel Director**

Worked closely with the Director to oversee all aspects of this large after school program. Worked closely with all staff, parents, children, and public school personnel. Managed the office, enrollment, wait-list, phone and email communications. Set up computer system for easy access of information.

Assisted coordinators with all aspects of their daily programs, particularly when plans changed on a moment's notice.

As personnel director, I was responsible for training and guiding 2 new Coordinators, assisting with staff orientation, staff meetings, and team building.

#### **Bowen After School Program, Newton MA**

##### **Director**

Oversaw all aspects of the Program's two sites. Worked with a Board of Directors.

Recruited, hired, trained and supervised a staff of 12.

Provided ongoing training, team building, scheduling, and ran weekly staff meetings. Worked closely with teachers around children's issues and creative programming.

Responsible for enrollment, creating and maintaining a budget, organizing special family events, and all communications - in person, phone, written and email.

#### **Hale Reservation, Westwood M**

##### **Program Director and Instructor**

Developed outdoor education lessons and led groups of children, as well as adults, in environmental education, rock-climbing, canoeing, cross country skiing and the ropes adventure course. Focus on group process and team building.

Also helped to create, and became Director of Hale's School Age Child Care Program.

Trained staff in the following program areas:

Environmental Education, Outdoor Skills, Group Building, School Age Child Care, Summer Camps, Ropes Course, and Rock Climbing.

### *Self Employment*

#### **Silver Moon Designs**

Designed and Created line of Silver Jewelry

Taught Classes for children and adults in my studio, as well as Fuller Craft Museum, Arlington center for the Arts, Brookline Arts Center, etc.

Created, equipped and operated Silver Moon Open Studio & Teaching Space for aspiring and experienced silversmiths.

Involved in many galleries, art centers and craft shows throughout Massachusetts, notably Five Crows Gallery in Natick. I helped create this shop with four other artists. We worked closely as a team to coordinate and evaluate all aspects of running this business.

### *Other skills & things I like to teach....*

Mentor for beginner beekeepers

Watercolor painting

Bookmaking - Offered workshops for children and adults

Wide range of outdoor skills (camping, canoeing, rock climbing, ropes course, etc)

CPI certified (crisis prevention and intervention)

First Aid & CPR certified

Responsive Classroom training

Computer: Word & Excel, etc. both PC and Mac

### *Education*

M. A. Education, Cambridge College, MA

B. A. Outdoor Recreation & Leisure Studies, Northeastern University

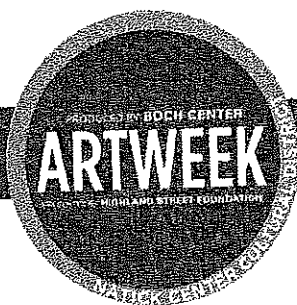
References available upon request.

**Sample Work Product**  
**Executive Director**

The Executive Director is charged with creating the programming for ArtWeek, Natick Nights and Small Business Saturday for the Natick Center Cultural District and Natick Center Associates.

Attached are the promotional flyers for:

ArtWeek  
Natick Nights  
Small Business Saturday



**April 26th - May 5th**

**Natick Event Listings**

**Paint This!**

**May 2nd from 5:00 -9:00 pm**

**FREE**

**Dates and Olives, 28 Main St.**

Get inspired to paint with two local artists at a new favorite local place! Ginger McEachern and Denise Girardin will be on hand to demonstrate their painting skills and help you engage in your own work of art. At the same time enjoy great food at Dates and Olives with their Mediterranean menu! This is first come, first served basis; no purchase required and all supplies are provided. Get inspired to paint with two local artists at a new favorite local place!

**Portraits Drawn by Jason at Agostino's, Salud!**

**May 2nd at 6:00 - 8:00 pm**

**FREE**

**Agostino's Restaurant, 23 Washington St.**

Come and meet local artist Jason Cheeseman-Meyer and have your portrait drawn by him at Agostino's Restaurant. Jason will be talking about his work and his process of creating portraits while drawing the individuals that sign in with him on a first come, first served basis! You will leave with a one-of-a-kind treasure and great memory of an up close and personal night with a local artist! Jason will be located in the bar area and there is no purchase required, but if you would like to make reservations to secure a table please call Agostino's at (508) 655-6643.

**Smiling Faces Outdoor Mosaic Mural Installation**

**May 3, 4 and 5th**

**FREE**

**Court St.**

**Friday, 5/3 - 09:00 AM : 03:00 PM, Saturday, 5/4 - 09:00 AM : 03:00 PM, Sunday, 5/5 - 10:00 AM : 02:00 PM**

Learn about the creation of "Smiling Faces," a 12'H x 54"W public art mosaic that will be installed during ArtWeek! The mosaic was designed by Natick artists Carol Krentzman and Amy Robinson Steinmetz. Each day during installation, Carol will give a short talk about the process at 11:30am. After the talk, you are invited to stay and watch as the installation progresses. Note that this event is weather dependent.

This community mosaic has been created with recycled glass tile and unique fused glass elements, and consists of four large panels that will be installed in Natick Center on May 3, 4 and 5. On May 3rd the installers will be raising scaffolding outside of Fair & Yeager Insurance so that the panels can be screwed into the brick on the Court Street side of the building which is in the Natick Center Cultural District. On May 4th additional mosaic tiles will be added in order to cover the screw holes and the seams between the panels. On May 5th the areas that were tiled the day before will be grouted. On Sunday "Smiling Faces", which is a permanent outdoor public art installation, will be complete!

**Young or Old, Singing Lifts You, Heart & Soul**

**May 3rd at 6:30 pm-8:00 pm**

**FREE**

**Common St. Spiritual Center, 13 Common St.**

Golden Tones chorus ([goldentones.org](http://goldentones.org)) and the Natick High School West Street Singers will once again join forces to create a dynamic, interactive, inter-generational vocal music event, involving everyone in the room - that means YOU. We firmly subscribe to the African proverb, "If you can walk, you can dance; if you can talk, you can sing," and we're prepared to prove it! This project fosters close collaboration between senior singers and high school singers in an educational exchange. The performers will integrate the conversations shared and the lessons learned together into the final concert when they engage the audience in similar collaborative exercises.

**Set Piece Making Workshop**

**May 4th at 12:00 PM : 04:00 pm**

**FREE**

**Metro Pets, 2 West Central St.**

Did you LOVE making Diaramas as a Kid? Come join Metro Pets Boutique as we create one of their award winning window displays. Together we will draw the outlines, cut the pieces out and paint them into a beautiful new window for the summer season.



**April 26th - May 5th**

**Natick Event Listings**

**"More Than a Word" Screening  
at the Morse Institute Library**

**Friday April 26th at 7:00 pm–9:00 pm**

**FREE**

The Arlington International Film Festival (AIFF) is proud to announce three film events in the town of Natick, the first being an homage to the Indigenous community of Natick...MORE THAN A WORD by filmmakers John Little and Ken Little. This screening is in collaboration with the Harvard Native American Studies Department. The film will screen on April 26, 7 PM in the Leibowitz Hall at The Morse Institute Library, located at 14 East Central Street, Natick. There will be a panel discussion following with filmmaker John Little, Shelly Lowe, Director of Harvard Native American Studies Department.

**Make Your Own Envelope  
Callope Paperie, 1 North Main St.**

**April 27th from 11:00 am - 2:00 pm**

**FREE**

Learn to make your own envelopes with found papers and use to send a friend some fun snail mail!

**Across Centuries with Classical Music  
Morse Institute Library**

**April 27th from 2:30 - 4:00 pm**

**FREE**

A beautiful rendition of classical music will be performed on a variety of instruments by students and their instructors. Short presentations will precede the performance and questions from the audience are encouraged after the performance of each piece. This event was awarded a 2019 Music Drives Us grant.

**Learn the Art of Silk Crafting at Natick's Earth Day  
Natick Common**

**April 28th from 11:00 -3:00 pm**

**FREE**

Learn the traditional method of hand-embroidering that's used for wall-hangings, hand-woven ikat jackets, scarves and more created by artisan Zilola from Great Silk Road Craft. You will get a chance to try it yourself and interact with the artist as she brings the customs and traditions of Uzbekistan and Central Asia to you during the Earth Day celebration! Please visit her at the Natick Center Cultural District tent during the event. Earth Day will be on the common from 11-3:00 pm on the Natick Common -- explore our vendors, listen to music, check out our new planetarium, see animals, and learn from our tent talks. (Natick Earth Day is a celebration of sustainable living. We invite the community to learn, share, and connect with neighbors to take action for our environment and our future.)

**The Art of Making Cheese and Pairing Wine  
Wegmans Natick, 1245 Worcester Street, Natick**

**April 28th from 6:00 - 7:00 pm**

**\$10**

Join us for an evening to learn about the history of cheese-making, how practices have changed (or not) and how you can be an expert at pairing wine like an at-home sommelier! Our instructor will introduce a number of cheeses and wines from varying regions discussing in-depth where/how it was grown, how it was made, the impacts of history/culture on the current cheese-making practices, and how this all culminates to deliver robust flavors. Learn the keys to a successful wine and cheese pairing, to take something great to extraordinary! Tickets can be purchased at the Wegmans Customer Service Desk. <https://www.wegmans.com/stores/natick-ma.html>

**When the Land Speaks  
Natick History Museum, 58 Eliot Street**

**May 2nd at 7:00 - 8:00 pm**

**FREE**

Join Larry Spotted Crow Mann on an exploration of the relationship between land, people, and nature through the eyes of the Nipmuc people. His presentation will feature traditional stories, drumming, Nipmuc history, and a discussion of the oral tradition both past and present. Larry Spotted Crow Mann is a citizen of the Nipmuc Tribe of Massachusetts and an award-winning writer, speaker, drummer, and traditional storyteller. This event was awarded a 2019 Music Drives Us grant.

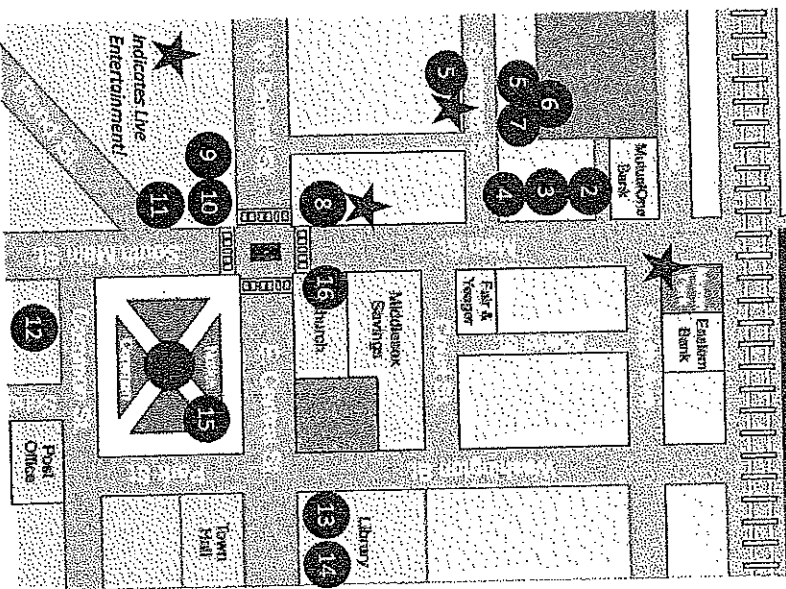
**Design Your Own Estate Jewelry  
Lemon Tree Goods, 29 Main St.**

**May 2nd at 4:00 pm–7:00 pm**

**\$40 per person**

At Lemon Tree Goods new jewelry bar design your own jewelry piece crossing from select vintage and French charms and a chain. Project includes a chain base and 3 charms \$40. Visit <https://www.lemontreegoods.com/shop-gifts/design-your-own-vintage-jewelry>

Thursday June 7<sup>th</sup>



6  
bre



WHITNEY PLACE  
SOUTH BEND, INDIANA



14



16

**Visit [natickcenter.org](http://natickcenter.org)**



# COME #SHOPSMALL WITH US



\* SMALL BUSINESS SATURDAY \*  
NOV 24

## Small Business Saturday Shopping in Natick Center!

# November 24!

## FREE 2-Hour Holiday Parking for Shoppers Nov. 24 - Jan 1!



### Small Business Saturday Events

**1** Calliope Paperie - Cards, Stationery, and Gifts. Come see my brand new line of pencils! Customization available!

**2** Open 10 - 4 pm on Saturday and get 10% off total store purchase price. Make a purchase and get a coupon for 10% off any one item through Dec. 31!

**3** Five Crows Gallery & Handcrafted Gifts - will offer 20% off Goodnow Farms Chocolate (while supplies last). Goodnow Farms Chocolate is small batch chocolate. Made in Sudbury.

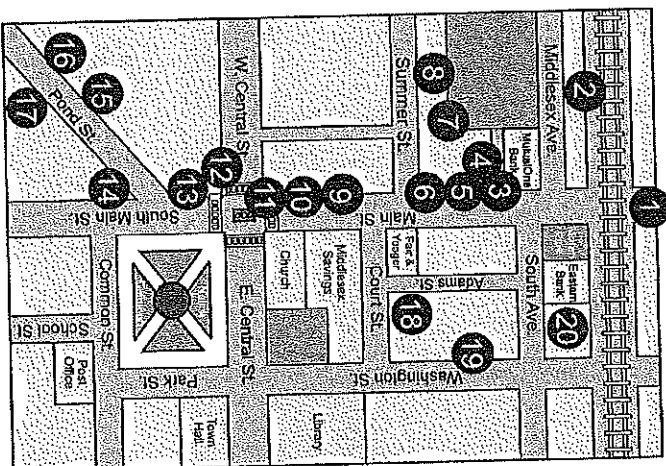
**4** LilianaBead: Art Glass Jewelry - I melt the glass. I forge the metal. I live, design and make art glass beads & jewelry here in Natick. Come by my showroom at 43 Main Upstairs, Suite #4. Hours listed on lilianabead.com

**5** H. Brandt Jewelers - Shop early for the holidays with 60 month Interest Free Financing! (see store for details) #ShopNatickCenter

**6** Lemon Tree Goods - Winter is coming and you'll get an additional 10% Off all coats during Small Business Saturday!

**7** Katie Ring Photography - Will be booking December mini sessions and Ann Fisher will be available to show holiday skincare and makeup sets to enhance your photoshoot!

**8** Barleycorn's Craft Brew - Stop in for a sample at the Taproom open 9-5 pm on 11/24 & 12-5 on Sunday 11/25. Located at 21 Summer St.



**9** The Frame Shop and Gallery - Swing by the shop for Small Business Saturday for all your framing needs for the holidays!

**10** Stuchi Jewelers - 10% from every purchase during Small Business Saturday on 11/24 will be donated to SPARK Kindness, Natick.

**11** Paper Fiesta - Fun gifts to set the mood and adorable party supplies to set the table! Tour local Boston Marathon history while enjoying live acoustic music from 10-noon.

**12** Metropets Boutique and Grooming - \$5 nail trims for dogs and cats! 100% proceeds to benefit Pug Rescue New England.

**13** Robjets D'Art - Open 9-7:00 pm on Saturday and 10-4:00 pm on Sunday with 20% Off both days!

**14** Small coffee or tea with a purchase of a sandwich from 11-2:00 pm at The Common Café and Kitchen. Live acoustic music from 10-12 pm.

**15** La Crème Salon - Luxury hair salon with a chill atmosphere. Complementary holiday gift bags at the salon on Saturday, 9-2:00 pm. 15 Pond St.

**16** Bruno's Barbershop - Has moved to 17 Pond Street! New location but same great haircuts so make sure to visit them on Small Business Saturday!

**17** My Body Works! - 10:00am - 2:00pm Come in for The Rossiter System® of powerful stretching PAIN RELIEF! Move better, Feel better! \$20.00 for a 15 minute session - FREE to Veterans and Military.

**18** studio at 3 Adams - Visit Helen's Handbags from 10-3 pm for one-of-a-kind handbags and scarves. Helen also up-cycles clothing into beautiful blankets and other accessories. T-shirt quilts are her specialty!

**19** Dreams Come True Boutique - is about fashion! With jewelry, high quality clothing, handbags, shoes, and more! The goal is to make women feel special. So visit to find something new to wear for the holidays!

**20** Dion's - Small Business Saturday SALE! 20% Off all non-sale wines, no quantity limitations! 4 South Avenue

#shopnatickcenter

**Sample Work Product**  
**Community Outreach Coordinator**

The Marketing/Administrative Assistant works with the Executive Director to produce an up-to-date calendar of events. There are 34 organizations in Natick that post events on the calendar on a regular basis.

Attached is an example of two of the events that Archana created and participated in. The Samvaad Project, part of ArtWeek 2018 and the Sublime Odissi performing arts event.

Natick Center Cultural District and Archana Menon  
present

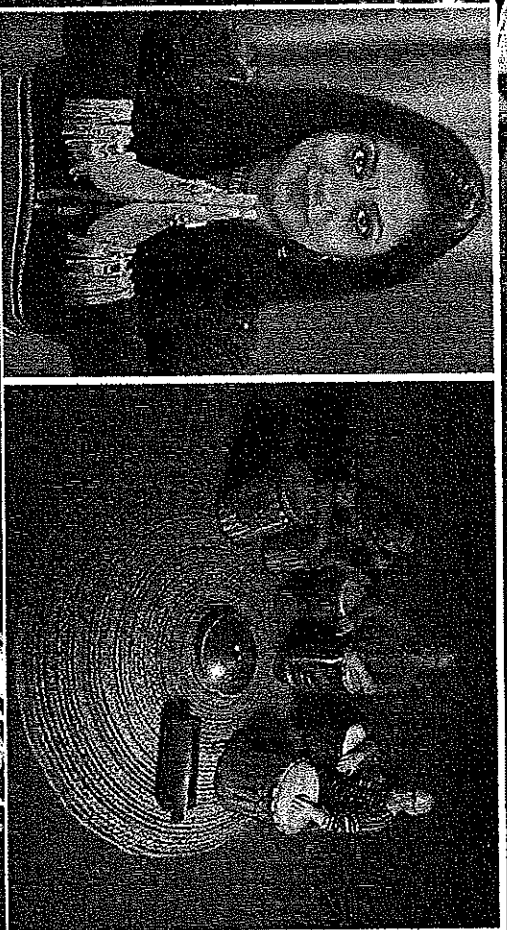
# The Samvaad Project feat. The Natick Drum Circle

*You are cordially invited to The Samvaad Project - an attempt at an intercultural artistic dialogue. The event will feature folk dances from India viz. Kabbeliya and Chhau set to the rhythms of The Natick Drum Circle who will feature the Tongue Drum from Ukraine, the Djembe and the Dun Dun from West Africa. We aim to show that diverse cultures can find common ground for mutual respect and admiration through the performing arts.*

Sat - May 5, 2018

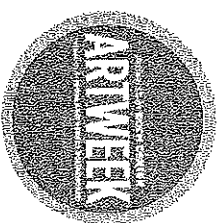
7 - 8.30 PM  
(Doors open at 6.30 PM)

The Common Street  
Spiritual Center, Natick MA



For info & inquiries contact Archana Menon  
[www.thesamvaadproject.com](http://www.thesamvaadproject.com)  
[info@thesamvaadproject.com](mailto:info@thesamvaadproject.com)

Our  
Community  
Partners





**Sublime Odissi:**  
*A confluence of poetry, painting, music  
and mime*



**September 29<sup>th</sup>**

**7:00 - 8:30 pm**

***Common Street Spiritual Center  
13 Common St., Natick***

The cost is \$7 at the door for adults and  
children under 12 are free.



*The evening will explore the connection of Indian Classical dance with paintings, sculptures, music, literature and theater, presented by acclaimed Odissi dancer Mouli Pal and an eminent visual artist Sunanda Sahay who will be presenting the Madhubani/Mithila style of painting. The artists will engage in a collaborative storytelling through their respective art forms.*



Sponsored by the Natick Center Cultural District

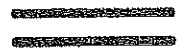
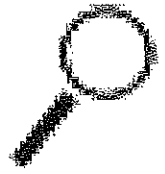
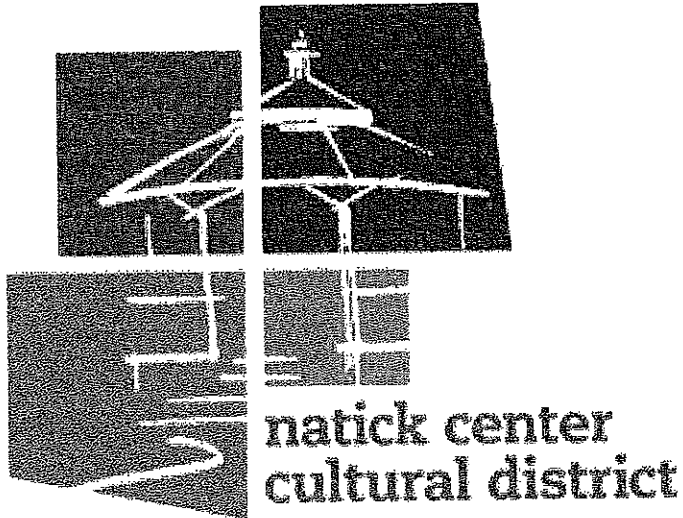
Hosted by the Common St. Spiritual Center



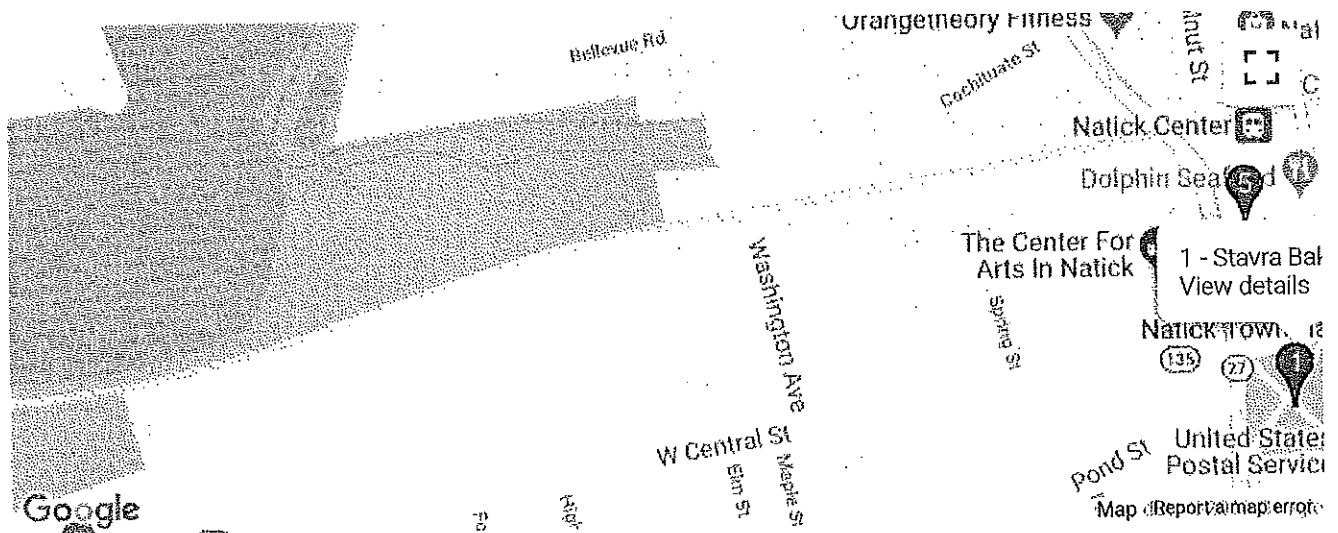
**Sample Work Product  
Farmers Market Manager**

The Farmer's Market Manager is responsible recruiting and managing vendors as well as promoting the year-round Farmers Market.

Attached is a listing of vendors, recruited by Deb Sayer, displayed on the Natick Center Cultural District Website – [NatickCenter.org](http://NatickCenter.org). As well as the Promotional Sponsorship program for the Farmers Market.



## vendors and exhibitors



### Category

- Vendors and Exhibitors

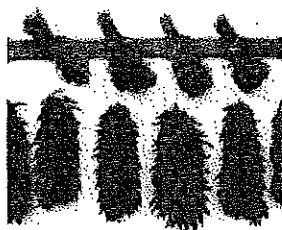
### Name

Apply

### Stavra Baklava

Hand-crafted, bite-size baklava for the sophisticated palate.

[ more information ]



### **A Basket Full of Herbs**

Will be back at the Farmers Market in Spring 2019!  
Packaged dried herbs for dips and seasonings...

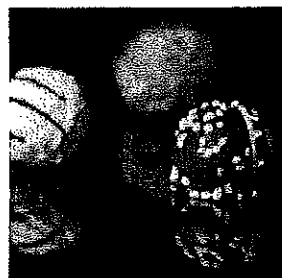
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### **Amir's Natural Foods**

Starting 1990, Amir's Natural Foods has been synonymous with Middle Eastern fine dining....

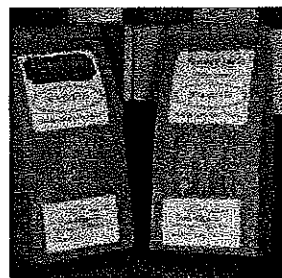
[ more information ]



### **Annabananas Chocolates**

You've found your ideal source for the uncommonly good!  
We provide delicious, fresh...

[ more information ]



### **Auntie Dalie's, Artisan Dried Pasta**

Auntie Dalies uses only water and imported flour from Italy in their Drum Semolina and Tender...

[ more information ]

### **Bagel Alley**

Will be back at the Farmers Market in Spring 2019!

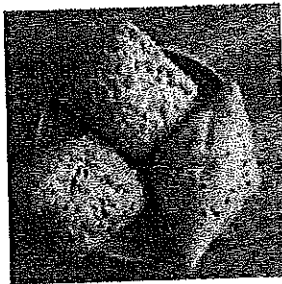


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### **Baking with Joy**

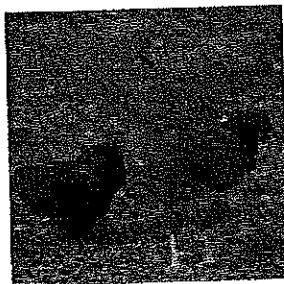
[ more information ]



### **BirchTree Bread Company**

BirchTree Breads are distinguished by quality of ingredients and artisinal methods of preparation....

[ more information ]



### **Chestnut Farms**

Chestnut Farms is passionate about quality meat which means great animals. Our animals enjoy fresh...

[ more information ]

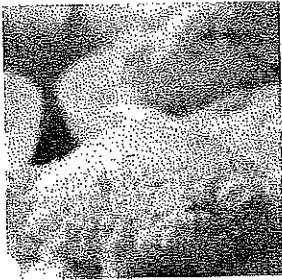


### **Chrissy's Crumbles**

How Chrissy's Crumble was started, a few years ago, when my fiancé John and I started on the paleo...

[ more information ]





### **Couet Farm and Fromagerie**

Will be back at the Farmers Market in Spring 2019! "As the seasons come and go, inspiring comfort..."

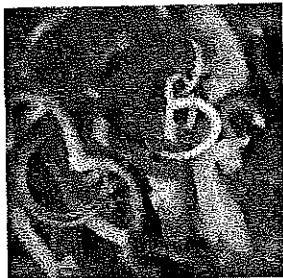
[ more information ]



### **Cucina Caterina**

We all have busy lives and I want to give people an opportunity to make a great meal even if you...

[ more information ]



### **DOOS P.K.**

First, what is DOOS P. K.? DOOS P. K. is a wholesome blend of high-energy boosting and immune...

[ more information ]



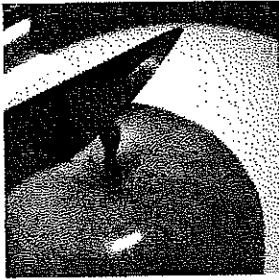
### **Doris's Peruvian Pastries**

Doris' Peruvian Pastries proudly serves a vast range of Peruvian pastries using only the native...

[ more information ]

### **Eric's Sharper Edge**

I provide knife sharpening services to the home chef as well as the professional user...



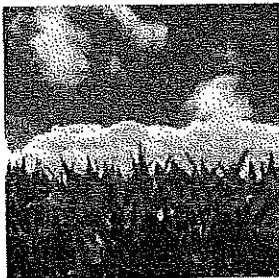
[\[ more information \]](#)



### **Everything Jalapeno and Not**

All of our jams, pickles and relish are made from scratch, these products do not contain...

[\[ more information \]](#)



### **Flats Mentor Farm**

Will be back at the Farmers Market in Spring 2019! The Flats Mentor Farm assists and...

[\[ more information \]](#)



### **Foppemas Farms**

Our farmstand is Closed for the Season. We will open again on Wednesday, June 1 2016

...

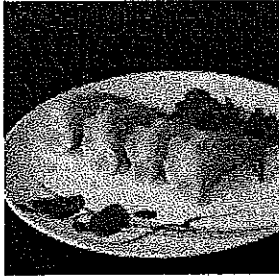
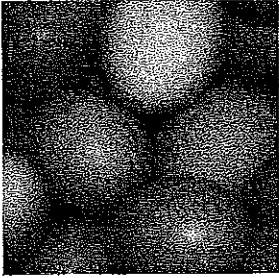
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### **Freitas Farm**

Freitas Farm is a fourth generation farm in Middleborough, MA. They plant 85 acres of produce,...

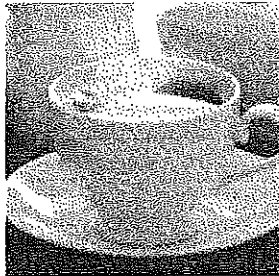
[\[ more information \]](#)



### **Jaju Pierogis**

Will be back at the Farmers Market in Spring 2019! Hand made in a small shop in Beverly, MA...

[ more information ]



### **Jan's Teapot**

Along with being a tea lover myself, I'm also the Massachusetts and Rhode Island distributor for...

[ more information ]



### **Jordan's Bros. Seafood**

Jordan Brothers Seafood is a family-owned seafood company that has been operating for over...

[ more information ]



### **King Wok**

Serving fine chinese cuisine and bubble tea in the summer.

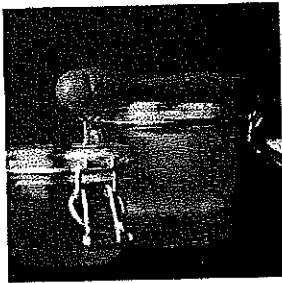
[ more information ]

### **Lightning Ridge Farm**

Lightning Ridge Farm is a family run sheep farm located in Sherborn, MA. We raise...



[ more information ]



### **Little Beehive Farm**

Beekeeping is not traditional farming. The beehives only need to be on a small portion of land...

[ more information ]



### **Montville Candy**

Specializes in old-fashioned fudge that is smooth, creamy and delicious and a wide variety...

[ more information ]



### **Narragansett Creamery**

At Narragansett Creamery, we make cheese everyday because we love to and because ...

[ more information ]



### **Natick Community Organic Farm**

Founded in 1975, The Natick Community Organic Farm is a nonprofit, certified-organic farm...

[ more information ]



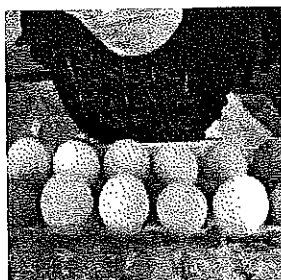
## NUTTY BIRD

MUM HANDCRAFTED GRAN

### Nutty Bird Granola

The idea of Nutty Bird was simple. Take the best ingredients you can, treat them with the...

[ more information ]



### Oakdale Farms

Oakdale Farms will be back at the Natick Farmers Market in November 2018 - Spring 2019.

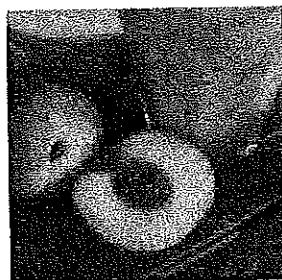
[ more information ]



### OMG

Finally! OMG! has brought delicious breads to the Farmers Market in Natick with ...

[ more information ]



### Powerhouse Juice

Will be back at the Farmers Market in Spring 2019! We are the first mobile cold pressed,...

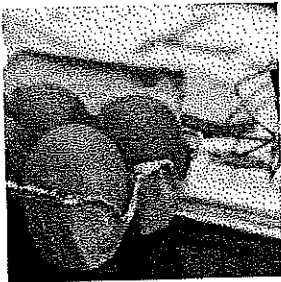
[ more information ]

### SA's Homestyle Sauce

SA's Homestyle sweet & spicy sauce is available at the Summer Farmers Markets in Natick,...



[ more information ]



### **Stone Gate Farm**

Eggs

[ more information ]



### **Tangerini Farms**

Although our farm has been around since the early 1800's it was established as Tangerini's...

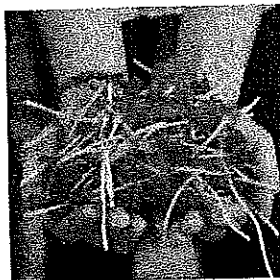
[ more information ]



### **Valicenti Pasta Farm**

Valicenti Pasta Farm is a small company made up of a small group of people who work diligently...

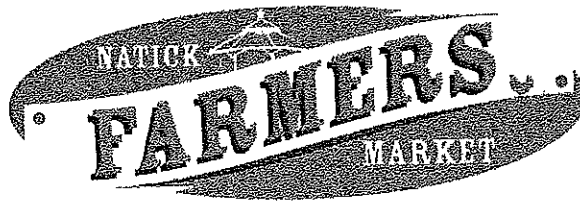
[ more information ]



### **We Grow Microgreens**

We Grow Microgreens, LLC, by urban growers Lisa Evans and Tim Smith specializes in growing...

[ more information ]



## Sponsorship Form

Sponsor Name \_\_\_\_\_

Week(s) sponsored \_\_\_\_\_

Fee: Member \_\_\_\_\_ Non member \_\_\_\_\_

Activity \_\_\_\_\_

Contact \_\_\_\_\_

e-mail/phone \_\_\_\_\_

Return this form to [debrasayre@gmail.com](mailto:debrasayre@gmail.com) or mail to Natick Center Cultural District, 20 Main St. #208, Natick, Ma. 01760



[www.natickcenter.org](http://www.natickcenter.org)



## Sponsorship Policies

Sponsorship of the market is open to members and non-members of the Natick Center Cultural District on a per week basis.

Fees provide funding for the musicians and allow for an informational table by the sponsor.

Sponsors will also be expected to provide an additional activity for the market. This could be give-aways, having a face painter, balloon twister, or some other activity that adds to the market.

Fees:     **Members - \$100 per week**                      **Non-members - \$150**

Multiple week sponsorship packages can be discussed with Market Manager.

A lawn sign indicating "**We are this week's market sponsor**" will be placed in front of the sponsor table. An additional lawn sign may be placed near the musicians with sponsors name and logo if provided by sponsor.

These policies apply to the outdoor market season, mid-May thru October.

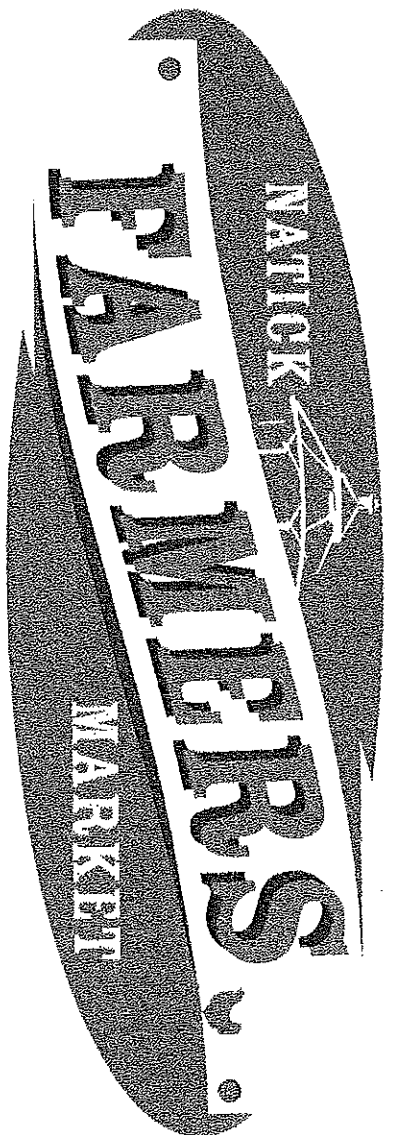
Indoor market fees are **\$75 for members, \$100 for non-members** and include appropriate signage on the market table and on an easel near the musicians.

All sponsors will be recognized on the NCCD website and on both the NCCD and farmers market Facebook postings.



The market is sponsored by





YEAROUND  
EVERY SATURDAY  
9 am - 1 pm

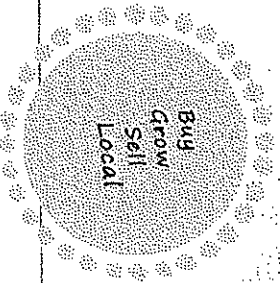
on Natick Common  
Opens

MAY 21

More than 50 food vendors offering fresh produce, honey, organic meats,  
fresh fish, hot sauce, bread, cheese, hummus, spices and seasonings, tea,  
baked goods,  
pop corn, crafts & MUSIC! To take home or  
enjoy at the market!

Visit [www.natickfarmersmarket.com](http://www.natickfarmersmarket.com)  
for a complete listing.

[WWW.NATICKCENTER.ORG](http://WWW.NATICKCENTER.ORG)



**Sample Work Product**  
**Bookkeeper**

The Bookkeeper works with the Executive Director to assist in the NCCD/NCA treasurer with billing, banking and accounting and bookkeeping activities.

Attached is an example of an invoice that she generates on a monthly basis on behalf of NCA.

Natick Center Associates, Inc.  
P.O. Box 6284  
Natick, MA 01760 US  
508-650-8848

## Invoice



BILL TO  
Virginia Cahill  
Town of Natick  
Ms. Virginia Cahill, Comptroller  
13 East Central Street  
Natick, MA 01760

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
643	10/04/2018	\$6,666.66	11/03/2018	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Professional Services Monthly Installment for programming, staffing, services in support of the operation of the Natick Center Cultural District in accordance with the contract effective July 1, 2018	1	6,666.66	6,666.66

Thank you for your support of the Natick Center Cultural District!

BALANCE DUE

**\$6,666.66**

**Sample Work Product**  
**Website Content Specialist**

The Website Content Specialist works with the Executive Director to produce an up-to-date calendar of events. There are 34 organizations in Natick that post events on the calendar on a regular basis.

Attached is an example of two events that were posted on the NCCD website.



Home | About Us | News | Contact | Resources



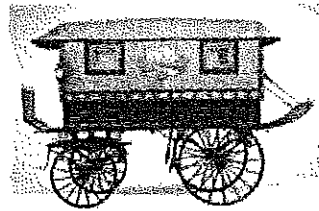
Home | About Us | News | Contact | Resources | Exhibitions | Events

#### Community History Series

Learn about  
local and cultural  
history  
community events  
past and future  
events  
history and  
heritage  
history and  
heritage  
history and  
heritage

## Community History Series: Romanichal Families in Natick at the Turn of the 20th Century

May 04  
Saturday  
11:00 am  
Free  
Location: Natick Historical Society  
100 Natick Street, Natick, MA 01752



Return to sidebar page 15

Community History Series: Romanichal Families in Natick at  
the Turn of the 20th Century  
Saturday, May 4, 2019  
11:00 AM - 12:00 PM

This lecture series will focus on the history of the Romanichal  
families in Natick, including their role in the  
community and their impact on the town's history.  
The lecture will be held at the Natick Historical Society.  
The lecture will be held at the Natick Historical Society.  
The lecture will be held at the Natick Historical Society.

20 Main Street, Suite 200, Natick, MA 01750

508.450.8848

info@natickhistory.org

Copyright © 2015, Natick Center Cultural

History

Photos by other photographers.

login  
about  
contact  
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help  
membership  
privacy policy

facebook  
twitter  
instagram  
youtube



11:00 AM - 12:00 PM



login | newsletter | work | help | newsletter



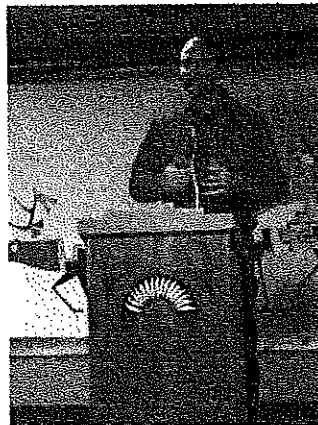
Home | About Us | Contact Us | Tickets | Sponsors | Privacy Policy | Terms of Service

#### When the Land Speaks

Wednesday  
7:00 pm  
Thursday  
8:00 pm  
Friday  
9:00 pm  
Saturday  
10:00 pm  
Sunday  
11:00 am

### When the Land Speaks

May 13  
Thursday  
7:00 pm  
Friday  
8:00 pm  
Saturday  
9:00 pm  
Sunday  
10:00 am



Return to calendar page >

When the Land Speaks is a collection of the stories of the people who have lived on the land of the Cape Fear River. It is a collection of the stories of the people who have lived on the land of the Cape Fear River. It is a collection of the stories of the people who have lived on the land of the Cape Fear River.

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30 Main Street, Suite 202, Hialeah, FL 33150  
855.660.8646  
info@musicdriveus.com  
Copyright © 2015, Music Drive Us. All Rights Reserved.

login  
about  
contact  
info about us  
legal

facebook  
twitter  
instagram  
youtube



## **Natick Center Associates References**

Susan Nicholl  
District Liaison  
Office of Senate President Karen E. Spilka  
[Susan.Nicholl@masenate.gov](mailto:Susan.Nicholl@masenate.gov)  
508-864-2724 (cell)

Jason Homer  
Asst. Library Director  
Morse Institute Library  
14 East Central Street  
Natick, MA, 01760  
508-647-6520  
[Jhomer@minlib.net](mailto:Jhomer@minlib.net)

Antonio Viva  
Head of School  
Walnut Hill School for the Arts  
12 Highland Street  
Natick, MA 01760  
508.650.5065  
[aviva@walnuthillarts.org](mailto:aviva@walnuthillarts.org)

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE TOWN OF NATICK

AND

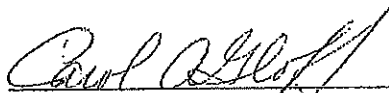
NATICK CENTER ASSOCIATES

The purpose of this Memorandum of Understanding (MOU) is to outline the roles and responsibilities of the Town of Natick, through its Board of Selectmen ("the Town") and Natick Center Associates, through its Board of Directors ("NCA") with respect to the Natick Center Cultural District (as designated by the Massachusetts Cultural Council). These include the establishment of a Natick Center Cultural District Advisory Board ("the Advisory Board") which shall be responsible for the advancement of the Cultural District. This MOU is intended to supplement the Agreement By and Between the Town of Natick and Natick Center Associates ("the Agreement"), dated April 23, 2012, and attached hereto.

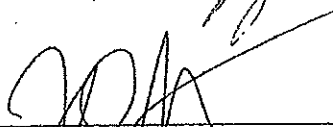
1. Pursuant to the Agreement, NCA is responsible for performing the necessary services to fulfill the State's requirement for Cultural District designation, and the Town is responsible for assisting NCA insofar as is practicable by providing NCA the available information it needs to fulfill its requirements. Further, the Town shall designate "project representatives" from the Board of Selectmen, Planning Board, Town of Natick Cultural Council, and Historical Commission, to act on its behalf and to ensure communication between the Advisory Board and these committees.
2. Said project representatives, along with the Town Administrator or designee, shall serve on the Natick Center Cultural District Advisory Board. NCA shall appoint up to seven (7) individuals to the Advisory Board.
3. The Advisory Board shall be responsible for developing and implementing a program for the advancement of the Natick Center Cultural District pursuant to the guidelines and objectives of the Massachusetts Cultural Council and tailored to the unique attributes and characteristics of Natick Center.
4. The Advisory Board shall pursue grants and other funding sources in support of its activities. Prior to applying for grants, a mechanism to ensure compliance with financial management and other grant requirements shall be developed in conjunction with the Town Administrator or designee.
5. Major work products of the Advisory Board (strategic plans, marketing plans, inventories, etc.) shall be provided to the Board of Selectmen and Natick Center Associates. An annual report of activities shall be provided to both entities each January for the preceding calendar year; said report shall be included in the Town of Natick's Annual Town Report.



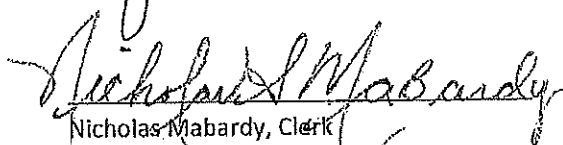
Natick Board of Selectmen:



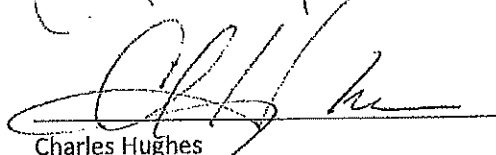
Carol Gloff, Chair




Joshua Ostroff, Vice Chair



Nicholas Mabardy, Clerk



Charles Hughes



Richard Jennett

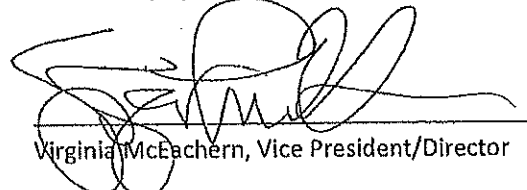
08/26/13

Date

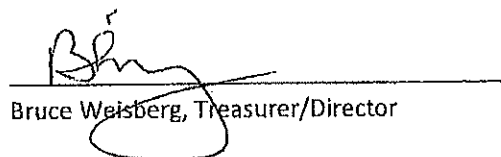
Natick Center Associates Executive Committee:



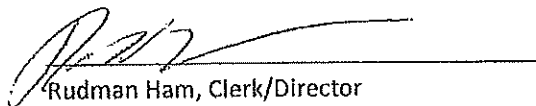
Arthur Fair, III, President/Director



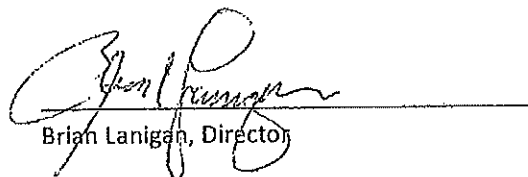
Virginia McEachern, Vice President/Director



Bruce Weisberg, Treasurer/Director



Rudman Ham, Clerk/Director



Brian Lanigan, Director

9/3/13

Date

AGREEMENT  
BY AND BETWEEN  
THE TOWN OF NATICK  
AND

NATICK CENTER ASSOCIATES, INC.

THIS AGREEMENT, originally made as of the 23<sup>RD</sup> day of April 2012, by and between the Town of Natick, Massachusetts (hereinafter referred as "the Town") and Natick Center Associates, Inc. (hereinafter referred to as "the Subgrantee") is hereby revised as of June 8, 2015.

WITNESSETH THAT:

WHEREAS, the Town of Natick wishes to continue its agreement with Natick Center Associates, Inc. for assistance with management and oversight of the designated Cultural District located in Natick Center, and

WHEREAS, the parties recognize that as the Cultural District strategy has been further developed and refined, amendments to the Agreement between the parties are warranted

NOW, THEREFORE, THE PARTIES HERETO AGREE, AS FOLLOWS:

1. **ENGAGEMENT OF SUBGRANTEE:** The Town continues its engagement of the Subgrantee to perform the services set forth herein, and the Subgrantee hereby accepts the continued engagement.
2. **SCOPE OF SERVICES:** The Subgrantee shall perform the necessary services as presented in the State's requirement for Cultural District designation.
3. **RESPONSIBILITY OF THE TOWN:** The Town shall assume responsibility for assisting the Subgrantee insofar as practicable for the purposes of efficiency. Specifically, the Town shall furnish the Subgrantee with the available information it needs to satisfactorily complete the services set forth herein:

3.1 The Board of Selectmen shall designate one or more "project representative" to act on its behalf with respect to the Program. Said project representative shall be a senior-level member of the Administration responsible for advancing the Town's economic development programs. The Board may designate additional representatives as it deems appropriate to best support Cultural District goals and initiatives.

3.2 One "Project Representative" shall be assigned responsibility for performing general administration activities on behalf of the Town, including but not limited to financial management, collaboration in the pursuit of grants, and accessing Town resources as appropriate in support of Cultural District initiatives.

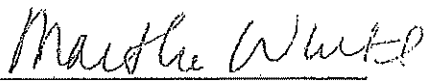
4. TIME OF PERFORMANCE: The Subgrantee shall undertake its services in such a manner as to assure compliance with Cultural District program requirements and the continued advancement of program goals and initiatives, with the overarching objective of attaining renewal of the Cultural District designation 5 years from date of initial designation.
5. TERMINATION: The Subgrantee may terminate the agreement upon thirty (30) days prior written notice to the Town. In case of termination, all finished and unfinished NCCD documents shall become the property of the Town.
6. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of the Agreement shall, nevertheless, be in full force and effect, to the extent permitted by law.
7. The Subgrantee shall not assign this Agreement without the prior written consent of the Natick Board of Selectmen.
8. This Agreement shall be governed by and construed in accordance with the provisions of Massachusetts Law.

IN WITNESS THEREOF, the Town and the Subgrantee have executed this Agreement under seal and in triplicate as of the date above written.

APPROVED AS TO FORM

\_\_\_\_\_  
Town Counsel

THE TOWN OF NATICK, MA

  
\_\_\_\_\_  
Martha White  
Town Administrator

NATICK CENTER ASSOCIATES, INC.

\_\_\_\_\_  
Arthur B. Fair, III  
President, Natick Center Associates

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE TOWN OF NATICK

AND

NATICK CENTER ASSOCIATES

REVISED JUNE 8, 2015

The purpose of this Memorandum of Understanding (MOU) is to modify and reaffirm the roles and responsibilities of the Town of Natick, through its Board of Selectmen ("the Town") and Natick Center Associates, through its Board of Directors ("NCA") with respect to the Natick Center Cultural District (as designated by the Massachusetts Cultural Council). These include the establishment of a Natick Center Cultural District Programming and Events Committee ("Programming Committee") which shall be responsible for the advancement of the Cultural District. This MOU is intended to supplement the Agreement By and Between the Town of Natick and Natick Center Associates ("the Agreement"), dated April 23, 2012, revised June 8, 2015, which Agreement is attached hereto.

1. Pursuant to the Agreement, NCA is responsible for performing the necessary services to fulfill the State's requirement for Cultural District designation, and the Town is responsible for assisting NCA insofar as is practicable by providing NCA the available information it needs to fulfill its requirements. Further, as stipulated in the Agreement, the Town shall designate one or more "project representative" to act on its behalf and to ensure communication and collaboration between the Programming Committee and the Town.
2. Said project representative(s) shall serve on the Natick Center Cultural District Programming Committee. If the Town Administrator is not designated by the Board of Selectmen as a project representative, he/she may opt to serve on the Programming Committee and/or designate another staff person to do so. Per Massachusetts Cultural District program guidelines, the Programming Committee must include at least one representative of a cultural organization (i.e. non-profit) located within the Cultural District.
3. The Natick Center Cultural District Programming and Events Committee is to be formed by and report to the Executive Committee of NCA. The Programming Committee, through the Town's project representative, shall also report to the Board of Selectmen. As the Programming Committee includes Board of Selectmen appointees, it shall function as a Town Board and shall therefore be subject to the Mass. Open Meeting Law and applicable provisions of the Town of Natick Charter and By-Laws.
4. The Programming Committee shall be responsible for developing and implementing a program for the advancement of the Natick Center Cultural District pursuant to the guidelines and objectives of the Massachusetts Cultural Council and tailored to the unique attributes and characteristics of Natick Center.

- Natick Board of Selectmen:**

Date \_\_\_\_\_

Date \_\_\_\_\_

Attachment K



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/23/2019

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

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

<b>PRODUCER</b> Fair & Yeager Insurance 10 Main Street Natick MA 01760		<b>CONTACT</b> NAME: Sara Levesque PHONE (A/C, No, Ext): (508) 653-3131 FAX (A/C, No): (508) 651-0129 E-MAIL: slevesque@fyins.com ADDRESS:															
<b>INSURED</b> Natick Center Associates Inc. 20 Main Street PO Box 6284 Natick MA 01760		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers</td> <td>19038</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Phoenix	25623	INSURER B: Travelers	19038	INSURER C: Travelers Casualty and Surety Company of America	31194	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Phoenix	25623																
INSURER B: Travelers	19038																
INSURER C: Travelers Casualty and Surety Company of America	31194																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 2019 Certificate REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680525W547A	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680525W547A	04/06/2019	04/06/2020	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP3H785769	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5J03249A	10/13/2018	10/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Town of Natick is additional insured for general liability as required by written contract Per attached endorsement #CG2013(11/85) Subject to policy terms, forms, and conditions.

## CERTIFICATE HOLDER

The Town of Natick  
13 E. Central Street

Natick

MA 01760

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 680-525W547A-19-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 02/22/2019

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

## **ADDITIONAL INSURED--STATE OR POLITICAL SUBDIVISIONS--PERMITS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**State or Political Subdivision:**

**TOWN OF NATICK**

**13 EAST CENTRAL STREET  
NATICK**

**MA 01760**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
2. The construction, erection, or removal of elevators; or
3. The ownership, maintenance, or use of any elevators covered by this insurance.

**Town of Natick  
Natick, Massachusetts**

# **REQUEST FOR PROPOSALS**

**FOR**

## **CONSULTING SERVICES FOR THE PROMOTION OF THE NATICK CENTER CULTURAL DISTRICT**

**April 22, 2019**

**PROPOSALS DUE:**

**May 7, 2019, 11:00 A.M. LOCAL TIME**

**Late Proposals Will Be Rejected**

**DELIVER COMPLETED PROPOSALS TO:**

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



## **NOTICE TO PROPOSERS**

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), 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 proposals for the promotion of the Natick Center Cultural District in the Town of Natick. The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on April 22, 2019. Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, "RFP: Consulting Services for the Promotion of the Natick Center Cultural District – Price Proposal" and "RFP: Consulting Services for the Promotion of the Natick Center Cultural District – Non-Price Proposal" will be received until **11:00 A.M. local time, May 7, 2019**, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Board of Selectmen.

## **I. INTRODUCTION**

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), 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 proposals for the promotion of the Natick Center Cultural District in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals ("RFP").

The Request for Proposals ("RFP") may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on April 22, 2019.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on April 29, 2019. 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 Proposers.

Ten (10) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, "RFP: Consulting Services for the Promotion of the Natick Center Cultural District – Price Proposal" and "RFP: Consulting Services for the Promotion of the Natick Center Cultural District – Non-Price Proposal" will be received until **11:00 A.M. local time, May 7, 2019**, at this address:

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

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer'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 Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

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

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

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR CONSULTING SERVICES FOR THE PROMOTION OF THE NATICK CENTER CULTURAL DISTRICT – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR CONSULTING SERVICES FOR THE PROMOTION OF THE NATICK CENTER CULTURAL DISTRICT - NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

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

## **II. PRE-PROPOSAL CONFERENCE/QUESTIONS**

No Pre-Proposal Conference will be held.

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

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

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on April 29, 2019. Questions may also be submitted to the Procurement Officer's attention at the following email address: [bleblanc@natickma.org](mailto:bleblanc@natickma.org). Questions presented after this time shall not be considered. No question shall be

considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

### **III. BACKGROUND**

#### **A. Description of Work**

The Town of Natick seeks to procure a qualified contractor (non-profit entity, individual, other) to manage and provide the necessary services needed to fulfill the Commonwealth of Massachusetts' requirements for the Natick Center Cultural District Designation (as designated by the Massachusetts Cultural Council) and other duties as outlined here in or assigned.

Any contract awarded pursuant to this RFP will begin on July 1, 2019, and will be subject to annual renewal at the sole discretion of the Town of Natick, for no more than three (3) total years (ending June 30, 2022). Renewal shall be subject to annual appropriation by Natick Town Meeting.

#### **Scope of Work:**

The Successful Proposer shall ensure that the following elements of the scope of work are met and/or provided:

1. Perform the necessary services to fulfill the Commonwealth's requirement for Cultural District designation. The Town will be responsible for assisting the Successful Proposer insofar as is practicable by providing available information necessary to fulfill the requirements of the designation and program. Further, the Town will designate one or more "project representatives" to act on its behalf and to ensure communication and collaboration between the Successful Proposer and the Town.
2. Provide staff management and oversight of the Natick Center Cultural District Programming and Events Committee ("Programming Committee"), which shall be responsible for the advancement of the Cultural District. Per Massachusetts Cultural District program guidelines, the Programming Committee shall include at least one (1) representative of a cultural organization (i.e. non-profit) located within the Cultural District.
3. Develop and implement, through and with support from the Programming Committee, a program for the advancement of the Natick Center Cultural District pursuant to the guidelines and objectives of the Massachusetts Cultural Council and tailored to the unique attributes and characteristics of Natick Center.

4. Pursue grants and other funding sources in support of its activities, including on behalf of the Programming Committee. Financial management of funds from grants and other sources shall be the responsibility of the Successful Proposer.
5. Provide quarterly reports (October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup>) regarding the use of Town funds.
6. Assist the Town in any way that the Town deems advisable in the furtherance of any such objectives.

**B. Successful Proposer's Personnel**

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

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

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

**IV. PROPOSAL SUBMISSION REQUIREMENTS**

**I. PRICE PROPOSAL**

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

## **II. NON-PRICE PROPOSAL**

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

### **A. Letter of Transmittal**

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

### **B. Table of Contents**

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

### **C. A Fully-Executed Scope of Services**

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

### **D. Other Documents.**

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Proposer (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.

- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

## **V. SELECTION CRITERIA**

### **1. Minimum Evaluation Criteria**

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

### **2. Comparative Evaluation Criteria**

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

#### **2.1. Quality and Depth of Work Experience**

**Highly Advantageous** – The proposal demonstrates experience with six (6) or more similar projects.

**Advantageous** – The proposal demonstrates experience with three (3) to five (5) similar projects.

**Not Advantageous** – The proposal demonstrates experience with two (2) or fewer similar projects.

#### **2.2. Qualifications of the Proposer**

**Highly Advantageous** – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein

and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

**Advantageous** – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

**Not Advantageous** – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

### **2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.**

**Highly Advantageous** – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

**Advantageous** – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

**Not Advantageous** – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

### **2.4. Overall Quality of Client References**

**Highly Advantageous** – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

**Advantageous** – Not used.

**Not Advantageous** – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

### **2.5. Completeness and Quality of Proposal**

**Highly Advantageous** – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

**Advantageous** – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

**Not Advantageous** – The proposal is not complete, informative, and responsive.



A proposal that fails to meet any of the minimum submission requirements shall be deemed **Unacceptable (U)** in all of the above categories.

## **VI. PROPOSAL SUBMISSION**

Ten (10) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by **11:00 A.M. LOCAL TIME, MAY 7, 2019**, to this address:

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

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time they will be opened in confidence. **Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.**

## **VII. INTERVIEWS**

After review of the technical proposals, the Screening Committee may, **at its discretion**, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

## **VIII. FINAL SELECTION AND AWARD**

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Board of Selectmen concerning which Proposal, if any, the Town should accept. The Natick Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

## **IX. COMPLIANCE WITH LAWS**

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational

Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. 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.

#### **X. INSURANCE**

The Successful Proposer 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 RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

#### **XI. INDEMNIFICATION**

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

#### **XII. PERFORMANCE BOND REQUIREMENTS**

DELETED – NOT APPLICABLE

#### **XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS**

DELETED – NOT APPLICABLE

#### **XIV. INDEPENDENT CONTRACTOR STATUS**

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer 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.

#### **XV. CRIMINAL BACKGROUND SCREENING**

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer 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 Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer 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.

#### **XVI. 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 Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer 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.

#### **XVII. NO SMOKING/USE OF TOBACCO PRODUCTS**

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

#### **XVIII. INDEX OF ATTACHMENTS**

- Attachment A - Price Proposal Form
- Attachment B - Certificate of Non-Collusion
- Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
- Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
- Attachment E - Certificate of Corporate Proposer
- Attachment F - Certificate of Compliance with M.G.L. c. 151B
- Attachment G - Certificate of Non-Debarment
- Attachment H - Form of Contract

**ATTACHMENT A  
TOWN OF NATICK  
(2 pages)**

The undersigned Proposer hereby submits a price proposal to provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick.

Printed Name of Proposer:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The PROPOSER acknowledges receipt of addenda numbers \_\_\_\_\_. Please list all addenda separately (i.e., 1, 2, 3 etc. and NOT 1-3, etc).

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

TOTAL PRICE: \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS  
(\$\_\_\_\_\_) FOR A ONE (1)-YEAR TERM. ANY RENEWAL, IF AT ALL AND AT THE TOWN'S SOLE DISCRETION, WOULD BE AT THE SAME RATE FOR ANY AND ALL OPTION YEAR(S).

\_\_\_\_\_  
**Authorized Signature**

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

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

\_\_\_\_\_  
**Date**

**Full Legal Name** \_\_\_\_\_

**Officers of Corporation and Addresses**

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

**State of Incorporation** \_\_\_\_\_

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

\_\_\_\_\_

**Tel.** \_\_\_\_\_

**Qualified in Massachusetts**    **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Principal Place of Business in MA** \_\_\_\_\_

\_\_\_\_\_

**Tel.** \_\_\_\_\_

**TOWN OF NATICK**

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury, that this Proposal 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 Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**  

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**ATTACHMENT C**  
**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer 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 Proposer

\_\_\_\_\_  
Address of Proposer  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**

**ATTACHMENT D**

**CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

1. The Proposer 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 RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP 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 Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Date



**TOWN OF NATICK**

**ATTACHMENT E**

**CERTIFICATE OF CORPORATE PROPOSER**

I, \_\_\_\_\_, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that \_\_\_\_\_, who signed said Proposal on behalf of the Proposer was then \_\_\_\_\_ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

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

(Signature)

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

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

\_\_\_\_\_  
Date

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

**TOWN OF NATICK**

**ATTACHMENT F**

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

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

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

(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**  

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**ATTACHMENT G**  
**CERTIFICATE OF NON-DEBARMENT**

The Proposer 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 Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address of Proposer  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

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

(Signature)

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

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

\_\_\_\_\_  
Date

**TOWN OF NATICK**

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**ATTACHMENT H  
FORM OF CONTRACT**

**(SEE ATTACHED DOCUMENT.)**

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural District in the Town of Natick**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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," or "the Town") and \_\_\_\_\_, a \_\_\_\_\_ 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 for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick, as set forth in the Request for Proposals for Consulting Services for the Promotion of the Natick Center Cultural District in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

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

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal 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 RFP (if any)

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
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Fourth Priority: RFP  
Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

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 RFP, 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 ratification by the Town of any breach hereof by the Contractor.

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

6.     **Warranty**

DELETED – NOT APPLICABLE.

7.     **Compliance with Laws**

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

8.     **Insurance**

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

- a.     Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b.     Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c.     Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d.     Professional Liability Insurance – DELETED/NOT APPLICABLE.
- e.     Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- f. 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.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. 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.
- i. 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.
- j. 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.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification



**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

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

10. No Personal Liability

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

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

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

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except 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

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 are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, 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

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
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shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefore, 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

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

the Contract term.

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

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

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

If to the Contractor:

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

21. Miscellaneous Provisions

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

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

“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 Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

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

(The remainder of this page is left blank.)

**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

\_\_\_\_\_  
Printed Name of Contractor

by:

\_\_\_\_\_  
Michael J. Hickey, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

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

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

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

\_\_\_\_\_  
Karen Adelman-Foster

\_\_\_\_\_  
Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_



**Town of Natick, Massachusetts**  
**Contract for Consulting Services for the Promotion of the Natick Center Cultural**  
**District in the Town of Natick**

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

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

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

\_\_\_\_\_  
Signature

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

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

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

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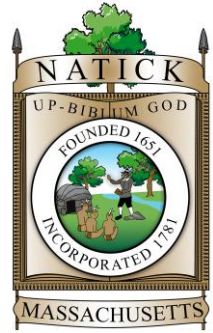
**ITEM TITLE:** Public Hearing: Fiscal Year 2020 Water & Sewer Rates  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Public Hearing Legal Notice	5/23/2019	Cover Memo
FY 2020 Water & Sewer Rate Recommendations	5/23/2019	Cover Memo

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



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

**PUBLIC HEARING  
BOARD OF SELECTMEN  
TOWN OF NATICK**

The Board of Selectmen of the Town of Natick will hold a public hearing on the Fiscal 2020 Water and Sewer rates on Tuesday, May 28, 2019, 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, Natick, Massachusetts.

All persons interested in this matter may appear and be heard at the time and place mentioned above.



# **FISCAL YEAR 2020 WATER AND SEWER RATE RECOMMENDATIONS**

Prepared for the Board of Selectmen acting as Water & Sewer Commissioners

TOWN OF NATICK





# ***Town of Natick***

## **2020 Water/Sewer Rate Setting**

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**Section I:**

**Status of the Water/Sewer Enterprise Fund**



# ***Town of Natick***

## **2020 Water/Sewer Rate Setting**

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### **Section I: Status of the Water/Sewer Enterprise Fund**

The Town of Natick operates the Water/Sewer Enterprise Fund to separately account for the operations of providing water and sanitary sewer services to the residents of Natick. According to the Mass. Department of Revenue, an enterprise fund is established “under G.L. c. 44, § 53F½ to separately account for municipal services of a proprietary nature, *i.e.*, those services provided to individual customers for a charge in a manner similar to private business.” Fees and/or rates are charged for this service and the fund is segregated from the other financial operations of the Town of Natick.<sup>1</sup>

#### **FY 2018 & FY 2019 Rates in Review**

Fiscal Year 2018 and 2019 rates were based on appropriated expenses of the Water & Sewer Enterprise Fund. As with any budget, the setting of rates and planning of expenditures is just that – a plan. Reality, especially when it comes to an industry directly impacted by climate conditions and the weather, often differs. FY 2018 water rates increased 3.50% and sewer rates increased by 3.50%. FY2019 rates were increased 7.00% for water and 9.75% for sewer to ensure adequate revenues for the fund.

#### **Usage Impacts**

Usage has remained relatively consistent for several years. However, this data isn’t the complete story. Average use plays a large role in our rate structure as there are less units being billed at a higher tier. The average use has generally declined in each of the last several years but is on pace to increase for FY 2019.

Detailed actual usage for FY 2010-2019 is shown in the table below, (and in greater detail in Attachment D).

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<sup>1</sup> For more information, please see Massachusetts Department of Revenue, Bureau of Accounts. [Informational Guideline Release 08-101, Enterprise Funds, G.L. c. 44, § 53F½](#). Commonwealth of Massachusetts. Boston, MA. April 2008.



# Town of Natick

## 2020 Water/Sewer Rate Setting

Water & Sewer Usage (in Hundred Cubic Feet)													
FY 2007	FY 2008	FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY2018	Average	FY2019 YTD
1,329,410	1,365,462	1,379,663	1,376,176	1,408,927	1,329,410	1,365,462	1,379,663	1,376,176	1,411,132	1,338,585	1,328,038	1,365,675	1,351,959
Irrigation Usage (in Hundred Cubic Feet)													
FY 2007	FY 2008	FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY2018	Average	FY2019 YTD
137,975	162,702	167,342	170,420	171,645	137,975	162,702	167,342	170,420	201,885	161,807	171,544	165,313	179,226

Analyzing usage is important, because it allows rate setters to see where changes are occurring and what impacts the weather or prices have on the different rate blocks the Town utilizes.

Table A below details actual user fee revenues.

	FY 2019 YTD	FY 2018	FY2017	FY 2016
W/S User Charges	12,348,470.81	13,094,545.23	12,986,605.05	13,385,565.76
W/S Service/Flat Fees	117,330.75	337,221.37	126,391.02	241,414.43
Sewer Entrance Fees	111,766.57	216,695.87	98,606.00	101,423.20
	12,577,568.13	13,648,462.47	13,211,602.07	13,728,403.39

## FY 2020 Operating & Capital Budgets

The establishment of rates for the Water/Sewer Enterprise Fund is directly a factor of the expenses necessary to provide the service. In other words, the Town of Natick must use an expense-driven model when determining expenses for the upcoming year. This gives a strong incentive to the commissioners and the operators to make sure operations are as efficient and cost effective as possible.

Rates and fees are set in order to collect the appropriated expenditures for the Water and Sewer Enterprise Fund for FY 2020 as shown below (next page).





# *Town of Natick*

## 2020 Water/Sewer Rate Setting

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	FY20 Proposed
<b>Expenditure Summary</b>	
Operational Budget	10,034,761
Utility Billing	196,981
Fringe Benefits	880,690
Debt & Interest	2,915,204
Indirects	2,533,300
Reserve	200,000
Capital Improvements	425,000
<b>Total Water &amp; Sewer Expenditures</b>	<b>17,185,936</b>

For FY 2020, the proposed operating and capital budget for the Water/Sewer Enterprise Fund is \$17,185,936. Major components include;

1. Water Sewer Indirect Costs: Increase of \$315,149 (14.2% increase)
2. Debt Service: Debt service in FY 2020 is forecast at \$2,915,204. The major capital projects include the rehabilitation or replacement town wells, replacement of the vector truck, water and sewer main replacement and upgrade.
3. Potential Summer Water Ban: A water ban this summer is possible. This would reduce irrigation use and therefore revenue. In FY 2012 we collected fewer funds then we expended. That year irrigation use dropped nearly 20%. This caused our retained earnings to drop below the 10% margin. Table 101 shows the relationship between irrigation use and year end retained earnings. In 2012 irrigation use dropped significantly. The 2013 certified retained earnings show a corresponding drop.
4. Personnel Costs: Projected to increase by 2% for FY20; a net increase of \$43,298.



# *Town of Natick*

## 2020 Water/Sewer Rate Setting

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5. Energy Cost Increase: The cost of electricity, which represents 7% of the operations budget is projected to increase by 2.5%. Changes in basic delivery and supply charges are proposed to increase the price we pay for electrical service.
  
6. MWRA Assessment: Comprises 85% of the Water & Sewer enterprise fund budget is anticipated to remain level funded at \$6.35M. The level funded assessment is an anomaly and likely not to continue into the future. The average increase over the last five years has been approximately 4%.



## **Section II:**

# **Rate Recommendation**



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## **Section II: Rate Recommendation**

### **Rate Methodology**

The Board of Selectmen, as the Water & Sewer Commissioners of the Town of Natick, is charged with setting rates necessary to support revenues for the operation of the Water & Sewer Enterprise Fund on an annual basis. The proposed rates of the Water/Sewer Enterprise Fund are raised according to the following guiding principles:

- 1) Rates are sufficient to cover expenses in any given year; and,
- 2) Water rates are tiered and designed to foster conservation: the more you use, the more you pay.

The rate recommendations presented on the following pages have been derived from a sophisticated model developed by the Deputy Town Administrator for Operations. Every meter read and every account has been imported into the model from Fiscal Years 2009 to 2019. The usage in each of the years is calculated and the proposed rates applied to that usage. Staff will continue to review this model on an annual basis, thus insuring better data and quality by creating a larger sample with which to model upon.

The proposed collection rate is set at 95%. This represents what we actually collect during the fiscal year. Although we bill and will eventually collect 100% of what we read from meters, we collect 95% of the amount billed in a fiscal year. Unfortunately, all accounts are not paid on time, thus delaying the receipt of that collection to a future fiscal year, often through a tax lien.

The vacancy rate remains at 5% for multi-unit averaged dwelling units. From FY 2009-2011, the Town implemented a phased averaging of all multi-unit dwellings in the Town of Natick. This was designed to create a fairer and more equitable rate structure for all rate-payers, and it has largely worked. An apartment dweller or condominium owner now pays either tier 1 or tier 2 water rates, comparable to what a single-metered single-family home pays. This model of averaging did not take into account factor for the reality of the real estate market and in FY 2014 the model was updated to add a vacancy rate for multi-unit complexes. This is something we do when evaluating the value of such properties for tax purposes, and the Assessor's office has validated that larger multi-unit dwellings in Natick maintain a 5% vacancy rate.



# Town of Natick

## 2020 Water/Sewer Rate Setting

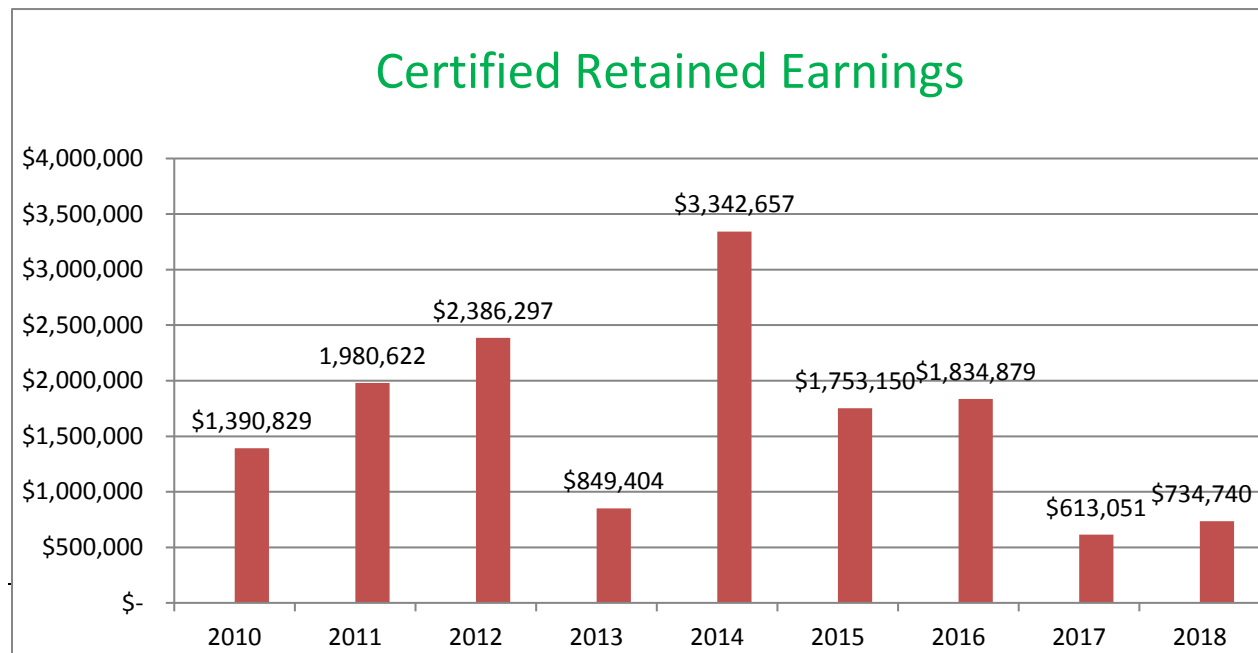
For FY 2020, staff has prepared the following proposed rate option for the Board of Selectmen to consider:

**Rate Increase:** Staff recommends the Board of Selectmen ***raise the current water rates 4.50% and sewer rates by 4.50%***. Should fiscal year 2019 end as forecasted and rates are raised as proposed for FY 2020, we should maintain a sufficient balance in retained earnings.

We will continue a prudent review of operating and capital expenses and do everything in our power to ensure that future increases when necessary can be planned and managed so as to avoid large rate increases in any given year.

This rate increase equitably raises the costs of water & sewer services. It is anticipated that it will raise the required funds to cover water and sewer enterprise fund expenses for fiscal year 2020.

A secondary goal of rate setting is to ensure sufficient retained earnings at the close of the fiscal year. The enterprise fund has a retained earnings target of 10% of revenues. This allows for flexibility with cash-capital expenses, emergencies, as well as preserving the enterprise funds ability to be self-sufficient. Below is a history of retained earnings as certified by DOR.





# Town of Natick

## 2020 Water/Sewer Rate Setting



# Town of Natick

## Proposed Water/Sewer Rates - FY 2020

Water 4.50%

Sewer 4.50%

### Rate Changes

This page shows comparative rates between FY 2019 and FY2020 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

#### Combined Water & Sewer Rates

FY 2019			FY 2020		
0-10	Water	\$ 1.89	0-10	Water	\$ 1.98
	Sewer	\$ 5.38		Sewer	\$ 5.62
11-20	Water	\$ 2.90	11-20	Water	\$ 3.03
	Sewer	\$ 9.58		Sewer	\$ 10.01
21-40	Water	\$ 4.30	21-40	Water	\$ 4.49
	Sewer	\$ 15.84		Sewer	\$ 16.55
40+	Water	\$ 6.68	40+	Water	\$ 6.98
	Sewer	\$ 15.84		Sewer	\$ 16.55

#### Combined Elderly Rates

FY 2019			FY2020		
0-10	Water	\$ -	0-10	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
21-40	Water	\$ 3.06	21-40	Water	\$ 3.20
	Sewer	\$ 11.27		Sewer	\$ 11.78
40+	Water	\$ 4.75	40+	Water	\$ 4.96
	Sewer	\$ 11.27		Sewer	\$ 11.78

#### Water Only

FY 2019			FY 2020		
0-10	Water	\$ 1.89	0-10	Water	\$ 1.98
11-20	Water	\$ 2.90	11-20	Water	\$ 3.03
21-40	Water	\$ 4.30	21-40	Water	\$ 4.49
40+	Water	\$ 10.81	40+	Water	\$ 11.30

#### Elderly Water Only

FY 2019			FY 2020		
0-10	Water	\$ -	0-10	Water	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
21-40	Water	\$ 3.06	21-40	Water	\$ 3.20
40+	Water	\$ 4.75	40+	Water	\$ 4.96

#### Irrigation

FY 2019			FY 2020		
0-10	Water	\$ 3.39	0-10	Water	\$ 3.54
11-20	Water	\$ 6.60	11-20	Water	\$ 6.90
21-40	Water	\$ 8.82	21-40	Water	\$ 9.22
40+	Water	\$ 10.81	40+	Water	\$ 11.30

#### Sewer Only

FY 2019			FY 2020		
0-10	Sewer	\$ 5.38	0-10	Sewer	\$ 5.62
		\$ -			\$ -
11-20	Sewer	\$ 9.58	11-20	Sewer	\$ 10.01
		\$ -			\$ -
20+	Sewer	\$ 15.84	20+	Sewer	\$ 16.55



## **Section III:**

# **Future Year's Considerations**



# Town of Natick

## 2020 Water/Sewer Rate Setting

### Section III: Future Year's Considerations

#### Towards FY 2020 and Beyond

The rates for FY 2020 are projected to increase 4.5%. In order to evaluate the size of these increases, staff has prepared the following forecast for the Water & Sewer Enterprise Fund.

	FY19 Year End Proj	FY20 Estimated	FY21 Estimated	FY22 Estimated	FY23 Estimated
<b>Revenue Summary</b>					
Water & Sewer Fees	14,554,000	16,197,170	15,735,910	15,792,766	15,757,538
Connection Fees	133,755	120,000	120,000	120,000	120,000
Investment Income	50,000	50,000	50,000	50,000	50,000
Betterments					
Misc. Fees	591,887	600,000	600,000	600,000	600,000
Revenue from Liens					
I & I Stabilization	150,000	150,000	150,000	150,000	150,000
Water & Sewer Retained Earnings	15,000	275,000	645,000	530,000	355,000
<b>Total Water &amp; Sewer Receipts</b>	<b>15,494,642</b>	<b>17,392,170</b>	<b>17,300,910</b>	<b>17,242,766</b>	<b>17,032,538</b>
<b>Expenditure Summary</b>					
Operational Budget	9,094,515	10,034,761	10,185,282	10,338,062	10,493,133
Utility Billing	129,597	196,981	200,921	204,939	209,038
Fringe Benefits	807,546	880,690	924,725	970,961	1,019,509
Debt & Interest	2,431,895	2,915,204	2,611,682	2,465,505	2,222,559
Indirects	2,218,150	2,533,300	2,533,300	2,533,300	2,533,300
Reserve	-	200,000	200,000	200,000	200,000
Capital Improvements	219,015	425,000	645,000	530,000	355,000
<b>Total Water &amp; Sewer Expenditures</b>	<b>14,900,718</b>	<b>17,185,936</b>	<b>17,300,910</b>	<b>17,242,766</b>	<b>17,032,538</b>
<b>Net Excess/(Deficit)</b>	<b>593,924</b>	<b>206,234</b>	<b>0</b>	<b>(0)</b>	<b>(0)</b>

This forecast takes into account the following assumptions/variables:

#### Revenue Assumptions:

- Investment Income will be estimated conservatively
- Other Departmental Income will remain stable
- Retained Earnings, if any exists to support capital, will only be spent on smaller ticket capital projects. It is important to maintain retained earnings balance

#### Expense Assumptions:

- Operating budgets increase by 1%-2%
- Indirects remain level funded for this model
- MWRA assessments will increase between 2%-5%. The extent to which, is still quite uncertain.





# *Town of Natick*

## 2020 Water/Sewer Rate Setting

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- As shown on the MWRA rate chart, the sharp spikes in future years are quite problematic from a planning standpoint. We are uncertain to the extent, if at all, to which these spikes take into account changes within flow rates due to continued regional improvements in reducing Inflow & Infiltration (I&I).
- Fully funding the FY 2020-2024 Capital Improvement Plan. This can be avoided or amended if items are issued for longer terms or projects are removed or delayed.
- Increases in health care benefits remain consistent. This amount is consistent with recent developments in overall health care costs.
- Increases in pension costs remain consistent.

In addition, any impact of increased regulations from the EPA or DEP and a standing order potentially limiting the amount of water Natick can pull from its water sources have not been built into these assumptions. These have the ability to greatly impact rates for homeowners if the amount of water we have to sell is reduced, while costs increase.

### **Results**

These projections indicate rate increases required annually beginning in FY 2020. These increases will be necessary to offset expense increases and still maintain retained earnings/reserves at the low end of recommended levels. Costs will be increasing – and the single largest, the MWRA Assessment – is out of our control.

Many things can change, however, and MWRA assessments as well as capital expenditures can be lower than planned. Any opportunity to improve efficiencies and streamline costs has been and will continue to be implemented. Certainly large rate increases will be avoided if at all possible.



## **Attachments**



# Town of Natick

## 2020 Water/Sewer Rate Setting



# Town of Natick

## Proposed Water/Sewer Rates - FY 2020

Water 4.50%

Sewer 4.50%

### Rate Changes

This page shows comparative rates between FY 2019 and FY2020 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

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#### Combined Elderly Rates

FY 2019			FY2020		
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11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
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#### Water Only

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#### Elderly Water Only

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21-40	Water	\$ 3.06	21-40	Water	\$ 3.20
40+	Water	\$ 4.75	40+	Water	\$ 4.96

#### Irrigation

FY 2019			FY 2020		
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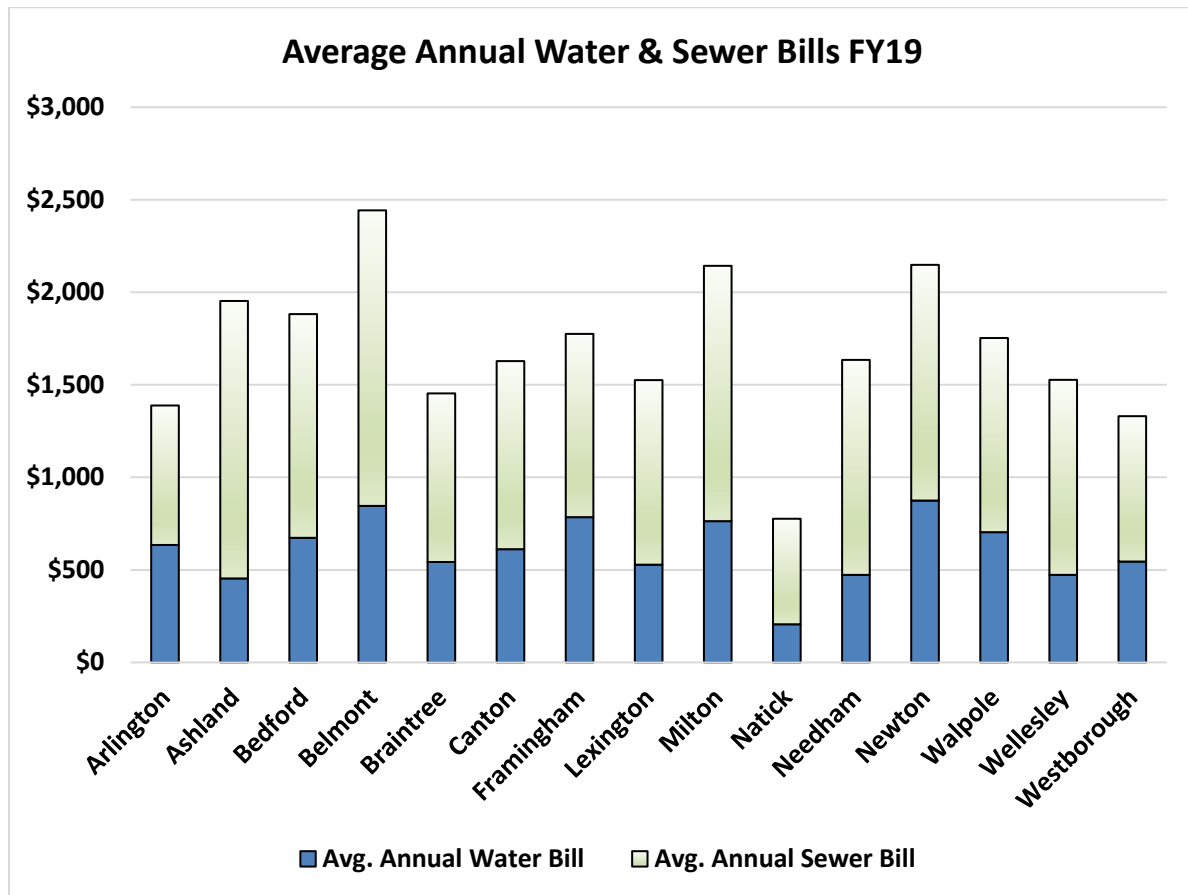
#### Sewer Only

FY 2019			FY 2020		
0-10	Sewer	\$ 5.38	0-10	Sewer	\$ 5.62
		\$ -			\$ -
11-20	Sewer	\$ 9.58	11-20	Sewer	\$ 10.01
		\$ -			\$ -
20+	Sewer	\$ 15.84	20+	Sewer	\$ 16.55



# Town of Natick

## 2020 Water/Sewer Rate Setting





# *Town of Natick*

## 2020 Water/Sewer Rate Setting


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Water Sewer Enterprise MWRA Assessment			
Fiscal Year	Fee	Change	
2008	\$3,993,641		
2009	\$3,941,631	-\$52,010	
2010	\$4,219,801	\$278,170	7.06%
2011	\$4,346,280	\$126,479	3.00%
2012	\$4,460,551	\$114,271	2.63%
2013	\$4,634,401	\$173,850	3.90%
2014	\$4,903,457	\$269,056	5.81%
2015	\$5,330,710	\$427,253	8.71%
2016	\$5,526,614	\$195,904	3.68%
2017	\$5,756,705	\$230,091	4.16%
2018	\$5,924,062	\$167,357	2.91%
2019	\$5,972,626	\$48,564	0.82%



# Town of Natick

## 2020 Water/Sewer Rate Setting



Town of Natick

Water/Sewer Rates - FY 2020 (Proposed)

Usage History

Attachment D

This attachment provides a history of gross usage in the water/sewer enterprise fund. Amounts shown are in Hundred Cubic Feet (HCF).

Based on FY2012 Use			Based on FY2013 Use			Based on FY2014 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	5,511	14.31	ELD	5,289	15.15	ELD	4,147	13.55
ELW	873	10.91	ELW	815	12.73	ELW	650	13.54
IRR	137,975	15.64	IRR	162,702	17.86	IRR	167,342	16.08
SEW	9,041	74.72	SEW	9,846	79.40	SEW	11,370	77.35
WAT	131,325	21.50	WAT	130,783	22.22	WAT	128,636	22.07
WSM	1,044,685	16.79	WSM	1,056,027	16.73	WSM	1,067,518	15.89
Total	1,329,410		Total	1,365,462		Total	1,379,663	

Based on FY2015 Use			Based on FY2016 Use			Based on FY2017 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	3,970	13.15	ELD	3,602	13.64	ELD	3,563	12.73
ELW	562	11.71	ELW	463	11.58	ELW	534	13.35
IRR	170,420	16.12	IRR	201,855	18.07	IRR	161,807	14.94
SEW	10,571	83.90	SEW	7,808	47.90	SEW	9,061	60.01
WAT	125,327	21.41	WAT	129,998	22.49	WAT	116,488	20.41
WSM	1,065,326	15.27	WSM	1,067,406	14.75	WSM	1,047,132	14.03
Total	1,376,176		Total	1,411,132		Total	1,338,585	

Based on FY2018 Use			Three -Year Average			Six-Year Average		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	3,536	13.05	ELD	3,567	13.17	ELD	4,018	13.76
ELW	765	19.13	ELW	587	12.21	ELW	632	12.30
IRR	171,544	15.45	IRR	178,402	16.38	IRR	172,612	16.45
SEW	11,180	60.76	SEW	9,350	63.94	SEW	9,973	70.55
WAT	125,280	21.90	WAT	123,922	21.44	WAT	126,085	21.68
WSM	1,015,733	13.72	WSM	1,043,424	14.68	WSM	1,053,190	15.58
Total	1,328,038		Total	1,359,252		Total	1,366,509	

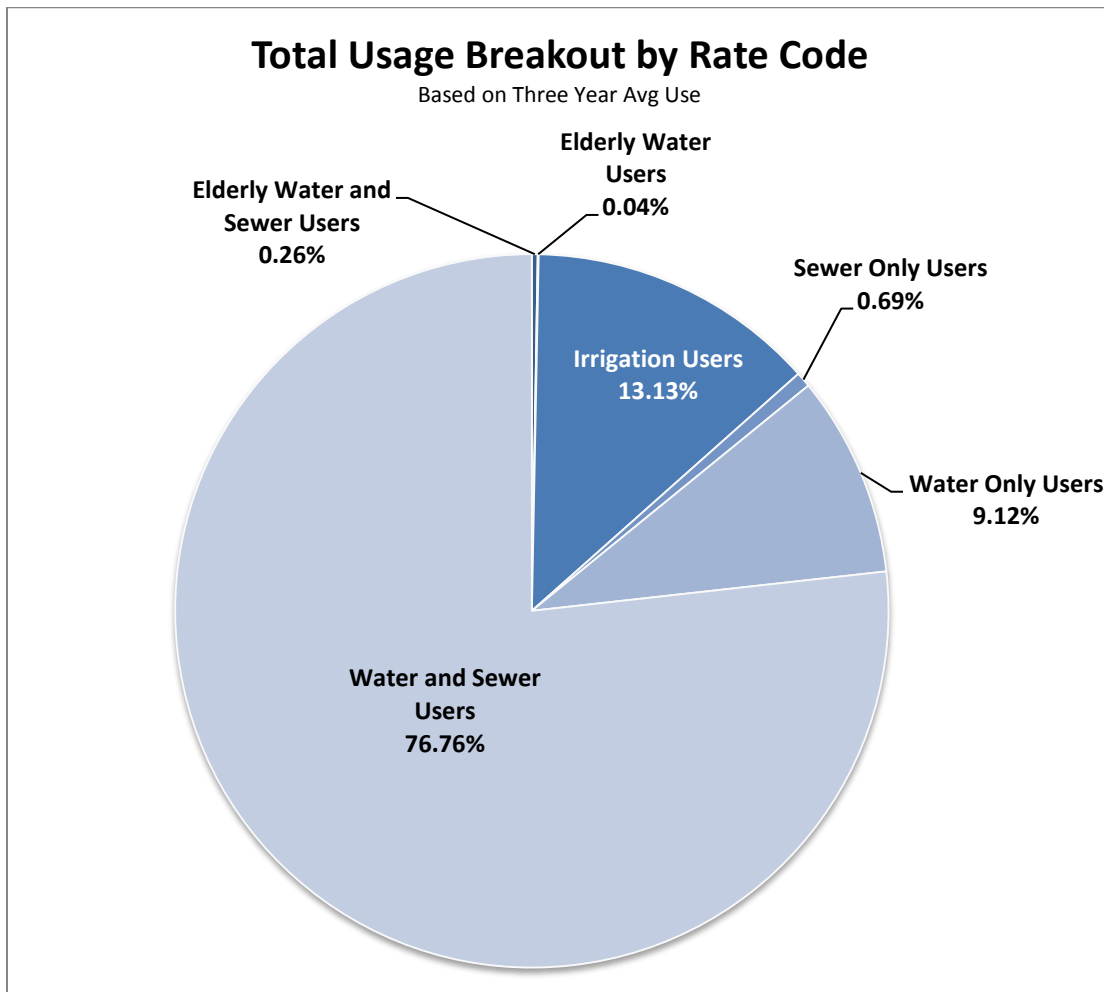
Based on FY2019 YTD Use		
CODE	USE	AVERAGE
ELD	3,279	12.37
ELW	457	11.43
IRR	179,226	16.14
SEW	8,376	70.98
WAT	114,923	21.62
WSM	1,045,698	14.26
Total	1,351,959	



# ***Town of Natick***

## **2020 Water/Sewer Rate Setting**

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# Water & Sewer



## FY 2020 Operational Budget Request

Jeremy Marsette PE, Director of Public Works

### Mission:

#### Water & Sewer Operations:

The mission of the Natick Department of Public Works is to maintain and improve in a cost-efficient manner the infrastructure of the Town and be ready and available to provide immediate and professional response to emergency situations. The Department will provide safe and adequate drinking water and water for fire protection by maintaining and improving the water treatment plant, supply wells, and water mains throughout town. The Department will also provide safe and sanitary collection and disposal of wastewater by maintaining and improving sewer pump stations, force mains, and gravity sewer mains.

The Department will assist, support and cooperate with other Town departments, boards and commissions as well as other municipalities, State and Federal agencies in all relevant activities that promote and benefit the Town and the quality of life for the citizens of the Town.

#### Utility Billing Operations:

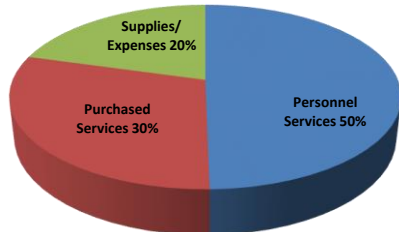
The Utility Billing office is responsible for the billing and collecting of Water and Sewer activity. This includes uploading the usage files received from DPW on a monthly basis, recording the receivable due to the Town of Natick, printing and mailing of water/sewer invoices, and posting water/sewer cash receipts. Also process abatements, corrections, final billing for real estate sales and special billings for backflows, valve work, etc., and maintain the senior citizen account designations with the Assessor's Office. Finally, this division is also responsible for answering customer inquiries and conduct problem research.

### Budget Highlights for FY 2020:

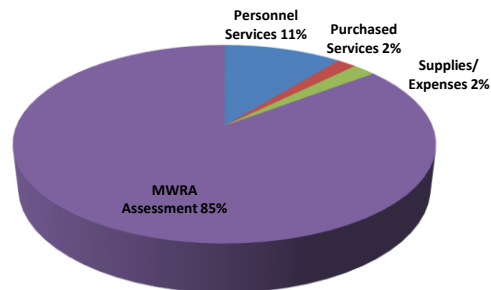
- The Water Division operating budget includes an increase in the ISO line item. This increase covers the additional expenses as the Division works towards ISO re-certification. These expenses include consultants, audit and inspections fees, and registration fees.
- The Water and Sewer Divisions have minor increases in material expenses to cover increases in cost and quantity.
- The Water Division operating budget includes increased expenses for required water quality testing and compliance activities. Also included are the increased expenses for water treatment additives to control source water pH and corrosivity.
- The largest single expense in the Water and Sewer Enterprise Fund is the Assessment Charge by the Massachusetts Water Resource Authority (MWRA) for accepting and treating the Town's wastewater. This expense makes up 85% of the Sewer Division Operating budget. The assessment is forecast to increase by 5% in FY20 from the final assessment of FY19 (an increase of \$298,600).

### Budget Summary -

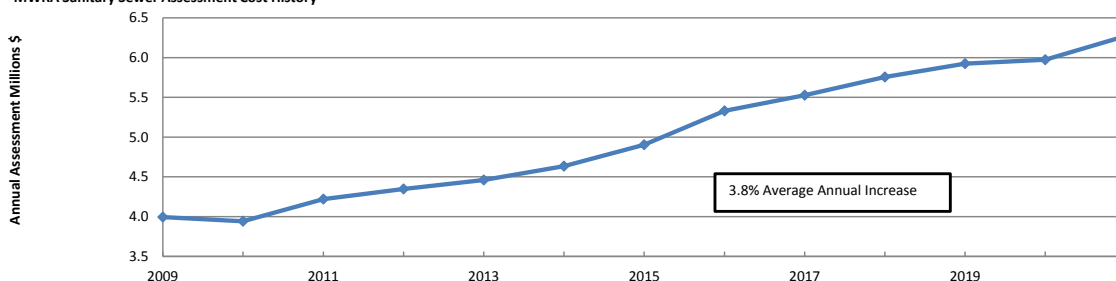
Water Operations Budget Distribution by Category



Sewer Operations Budget Distribution by Category



MWRA Sanitary Sewer Assessment Cost History





## Water & Sewer

Water	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
<b>Salaries</b>					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Personnel Services	1,206,784	1,244,426	1,247,097	1,282,726	35,629	2.86%
<b>Operating Expenses</b>						
Purchased Services	503,822	450,446	665,486	681,349	15,863	2.38%
Other Services	10,104	16,202	17,000	23,700	6,700	39.41%
Tech./Prof. Services	54,286	56,374	61,500	61,800	300	0.49%
Supplies	102,585	69,782	70,700	72,200	1,500	2.12%
Other Supplies	200,970	243,447	242,000	245,000	3,000	1.24%
Other Charges	47,604	232,143	205,000	205,000	0	0.00%
Total Expenses	919,372	1,068,394	1,261,686	1,289,049	27,363	2.17%
<b>Total Water</b>	<b>2,126,156</b>	<b>2,312,820</b>	<b>2,508,783</b>	<b>2,571,775</b>	<b>62,992</b>	<b>2.51%</b>

Sewer	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
<b>Salaries</b>					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Personnel Services	699,625	773,270	800,921	816,363	15,442	1.93%
<b>Operating Expenses</b>						
Purchased Services	124,479	220,546	113,493	116,163	2,670	2.35%
Other Services	1,339	1,066	2,200	2,200	0	0.00%
Tech./Prof. Services	5,777	29,360	15,000	17,500	2,500	16.67%
Supplies	3,998	3,772	4,200	5,000	800	19.05%
Other Charges	5,882,056	6,074,407	6,503,000	6,505,760	2,760	0.04%
Total Expenses	6,017,648	6,329,151	6,637,893	6,646,623	8,730	0.13%
<b>Total Sewer</b>	<b>6,717,273</b>	<b>7,102,421</b>	<b>7,438,814</b>	<b>7,462,986</b>	<b>24,172</b>	<b>0.32%</b>

Utility Billing	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
<b>Salaries</b>					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Personnel Services	107,657	109,748	115,754	107,981	-7,773	-6.71%
<b>Operating Expenses</b>						
Supplies	59,497	49,626	89,000	89,000	0	0.00%
Total Expenses	59,497	49,626	89,000	89,000	0	0.00%
<b>Total Utility Billing</b>	<b>167,155</b>	<b>159,374</b>	<b>204,754</b>	<b>196,981</b>	<b>-7,773</b>	<b>-3.80%</b>

Employee Benefits	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Medicare	26,585	25,242	31,375	32,003	628	2.00%
Insurance Group Health/Life	371,954	388,530	441,577	424,116	-17,461	-3.95%
LIUNA Pension	65,389	73,406	74,432	87,399	12,967	17.42%
Funding Schedule	273,812	296,128	315,114	337,172	22,058	7.00%
Total Employee Benefits	737,740	783,306	862,498	880,690	18,192	2.11%

Debt Service	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Principal	1,970,363	1,976,150	2,335,173	2,194,620	-140,553	-6.02%
Interest	434,325	364,638	698,215	720,584	22,369	3.20%
Total Debt Service	2,404,688	2,340,788	3,033,388	2,915,204	-118,184	-3.90%

Reserve Fund	2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
					<b>\$ (+/-)</b>	<b>%(+/-)</b>
Total Reserve Fund	200,000	200,000	200,000	200,000	0	0.00%

<b>Total Enterprise</b>	<b>12,353,012</b>	<b>12,898,709</b>	<b>14,248,238</b>	<b>14,227,636</b>	<b>-20,601</b>	<b>-0.14%</b>
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## Water Division

Description		2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
						\$ (+/-)	% (+/-)
Salaries							
SALARIES SUPERVISORY	<sup>1</sup>	208,967	208,601	208,601	210,205	1,604	0.77%
SALARIES OPERATIONAL STAFF	<sup>2</sup>	783,415	770,229	838,731	865,501	26,770	3.19%
MERIT PERFORMANCE/CBAS		0	0	0	0	0	
SALARIES PART TIME OPERATIONAL	<sup>3</sup>	19,019	45,833	39,313	40,000	687	1.75%
SALARIES OPERATIONAL O/T		136,638	165,911	110,000	112,200	2,200	2.00%
SALARIES ADD'L COMP SUPERVISOR	<sup>4</sup>	21,700	19,900	19,900	22,400	2,500	12.56%
SALARIES ADD'L COMP OPER	<sup>5</sup>	32,845	29,752	25,902	27,677	1,775	6.85%
CLOTHING OPERATIONAL		4,200	4,200	4,650	4,743	93	2.00%
Total Personnel Services		1,206,784	1,244,426	1,247,097	1,282,726	35,629	2.86%
SOFTWARE SERVICING	<sup>6</sup>	14,339	16,001	48,500	49,500	1,000	2.06%
UTILITIES - ELECTRICITY		439,155	369,429	567,736	581,929	14,193	2.50%
GIS SOFTWARE & TRAINING		28,301	32,277	26,000	26,520	520	2.00%
COPY/MAIL CENTER FEES		9,495	9,495	11,000	11,000	0	0.00%
MISCELLANEOUS	<sup>7</sup>	12,533	23,244	12,250	12,400	150	1.22%
Total Purchased Services		503,822	450,446	665,486	681,349	15,863	2.38%
LICENSES - CDL & SPECIAL		10,144	8,102	8,700	8,700	0	0.00%
ENVIRONMENTAL MANAGEMENT - ISO 14001 CERT.	<sup>8</sup>	-40	8,100	8,300	15,000	6,700	80.72%
Total Other Services		10,104	16,202	17,000	23,700	6,700	39.41%

### Footnotes:

#### Salaries:

- <sup>1</sup> Supervisory - Supervisor of Water/Sewer, GIS Coordinator/Water Information Management, Compliance Coordinator  
<sup>2</sup> Operational - 14 employees to manage the water distribution system  
<sup>3</sup> Temporary Operational Staff - Police details during roadwork and part time support  
<sup>4</sup> Supervisory Additional Compensation - Education incentive stipends and service awards  
<sup>5</sup> Operational Staff Additional Compensation - Longevity and temporary upgrades per union contract

#### Purchased Services:

- <sup>6</sup> Repairs & Software Maintenance - Maintaining the SCADA system at the Water Treatment Plants.  
<sup>7</sup> Purchased Services Misc. - Office supplies, Computers, Printers

#### Other Services:

- <sup>8</sup> Environmental Management ISO 14001 Cert - required maintenance of Environmental Management System to comply with audits from Regulators

## Water Division

Description		2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
						\$ (+/-)	% (+/-)
IMPLEMENT SDWA ADMENDMENT	<sup>9</sup>	28,891	28,112	31,000	31,000	0	0.00%
WATER TESTING	<sup>10</sup>	25,395	28,262	30,500	30,800	300	0.98%
<b>Total Tech./Prof. Services</b>		<b>54,286</b>	<b>56,374</b>	<b>61,500</b>	<b>61,800</b>	<b>300</b>	<b>0.49%</b>
REPAIR & MAINT - EQUIPMENT	<sup>11</sup>	2,994	2,861	3,100	3,200	100	3.23%
REPAIR & MAINT - FACILITIES	<sup>12</sup>	48,695	3,506	3,600	4,000	400	11.11%
REPAIR & MAINT - HYDRANTS		10,022	15,025	16,000	16,000	0	0.00%
REPAIR & MAINT -MISC REPAIRS	<sup>13</sup>	20,874	23,244	24,000	25,000	1,000	4.17%
REPAIR & MAINT - MISC CONSTRUCTION	<sup>13</sup>	20,000	25,146	24,000	24,000	0	0.00%
<b>Total Supplies</b>		<b>102,585</b>	<b>69,782</b>	<b>70,700</b>	<b>72,200</b>	<b>1,500</b>	<b>2.12%</b>
CHEMICAL SUPPLIES	<sup>14</sup>	157,580	186,977	190,000	190,000	0	0.00%
OBSOLETE METERS		23,376	33,674	30,000	30,000	0	0.00%
SERVICE CONNECTIONS	<sup>15</sup>	20,014	22,796	22,000	25,000	3,000	13.64%
<b>Total Other Supplies</b>		<b>200,970</b>	<b>243,447</b>	<b>242,000</b>	<b>245,000</b>	<b>3,000</b>	<b>1.24%</b>
WATER WELL/WATER LINE MAINT.	<sup>16</sup>	13,670	170,927	158,000	158,000	0	0.00%
NEW HYDRANT INSTALLATION		10,000	9,941	10,250	10,250	0	0.00%
ASPHALT CRUSHING		9,537	22,258	20,500	20,500	0	0.00%
DEP ASSESSMENT	<sup>17</sup>	11,557	12,499	12,750	12,750	0	0.00%
MWRA DISCHARGE PERMIT	<sup>18</sup>	2,840	16,518	3,500	3,500	0	0.00%
<b>Total Other Charges</b>		<b>47,604</b>	<b>232,143</b>	<b>205,000</b>	<b>205,000</b>	<b>0</b>	<b>0.00%</b>
<b>Total Water</b>		<b>2,126,156</b>	<b>2,312,820</b>	<b>2,508,783</b>	<b>2,571,775</b>	<b>62,992</b>	<b>2.51%</b>

### Footnotes:

#### Technical & Professional Services:

<sup>9</sup> SDWA Amendment- For testing volatile organic compounds and other tests mandated by DEP, EPA, and the Safe Water Drinking Act (SWDA)

<sup>10</sup> Water Testing - required daily, weekly, and periodic water quality testing (coliform, manganese, fluoride, lead and copper, and many others)

#### Supplies:

<sup>11</sup> Repairs & Maint. Equipment - repair of metal detectors, hoses, service tapping machines, etc.

<sup>12</sup> Repairs & Maint. Facilities - repair and maintain locks, windows, doors, blower belts, etc.

<sup>13</sup> Repairs & Maint. Misc. Repairs and Construction - repair and replacement of water gates, ductile iron water pipe, gate boxes, large pipe fittings, tapping sleeves, etc.

#### Other Supplies:

<sup>14</sup> Chemical Supplies - Chemicals used in the treatment and conditioning of water supply (including: chlorine gas, hydrofluosilic acid, potassium permanganate, among others)

<sup>15</sup> Service Connections - replacement of old water line services and replacing the water line in streets that are to be re-paved, including water service pipe, curb stops, brass fittings, service boxes, etc. Other Charges:

<sup>16</sup> Water Well/Water Line Maint. - repairs and maintenance at the water treatment facilities, water pump stations, water mains, water wells, consultant fees, and emergencies

<sup>17</sup> DEP Assessment - annual assessment charged by the Massachusetts Department of Environmental Services

<sup>18</sup> MWRA Discharge Permit - cost to discharge wastewater from the water treatment plant to the Massachusetts Water Resource Authority wastewater collection and treatment system

## Sewer Division

Description		2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
						\$ (+/-)	% (+/-)
<b>Salaries</b>							
SALARIES SUPERVISORY	<sup>1</sup>	177,304	175,280	178,603	183,808	5,205	2.91%
SALARIES OPERATIONAL STAFF	<sup>2</sup>	399,245	430,629	483,809	488,172	4,363	0.90%
SALARIES PART TIME OPERATIONAL	<sup>3</sup>	24,077	17,133	35,003	35,400	397	1.13%
SALARIES OPERATIONAL O/T		64,046	118,447	68,500	69,870	1,370	2.00%
SALARIES ADD'L COMP SUPERVISOR	<sup>4</sup>	17,830	16,400	16,400	19,400	3,000	18.29%
SALARIES ADD'L COMP OPER	<sup>5</sup>	13,972	12,931	15,356	16,398	1,042	6.79%
CLOTHING OPERATIONAL		3,150	2,450	3,250	3,315	65	2.00%
<b>Total Personnel Services</b>		<b>699,625</b>	<b>773,270</b>	<b>800,921</b>	<b>816,363</b>	<b>15,442</b>	<b>1.93%</b>
REPAIRS & MAINT. EQUIPMENT	<sup>6</sup>	3,003	3,226	3,350	3,350	0	0.00%
REPAIRS & MAINT. OTHER	<sup>7</sup>	2,653	3,273	3,350	3,350	0	0.00%
UTILITIES - ELECTRIC		118,823	214,047	106,793	109,463	2,670	2.50%
<b>Total Purchased Services</b>		<b>124,479</b>	<b>220,546</b>	<b>113,493</b>	<b>116,163</b>	<b>2,670</b>	<b>2.35%</b>
LICENSES - CDL & SPECIAL		1,339	1,066	2,200	2,200	0	0.00%
<b>Total Other Services</b>		<b>1,339</b>	<b>1,066</b>	<b>2,200</b>	<b>2,200</b>	<b>0</b>	<b>0.00%</b>
TECH & PROF SVS & MWRA SULFIDE TESTING	<sup>8</sup>	5,777	29,360	15,000	17,500	2,500	16.67%
<b>Total Tech/Prof. Services</b>		<b>5,777</b>	<b>29,360</b>	<b>15,000</b>	<b>17,500</b>	<b>2,500</b>	<b>16.67%</b>
REPAIRS & MAINT MISC CONSTRUCTION	<sup>9</sup>	3,998	3,772	4,200	5,000	800	19.05%
<b>Total Supplies</b>		<b>3,998</b>	<b>3,772</b>	<b>4,200</b>	<b>5,000</b>	<b>800</b>	<b>19.05%</b>
SEWER PUMP STATION/LINE MAINTENANCE	<sup>10</sup>	112,873	143,710	138,000	140,760	2,760	2.00%
MWRA SEWER ASSESSMENT	<sup>11</sup>	5,756,705	5,924,062	6,350,000	6,350,000	0	0.00%
WATER/SEWER DAMAGE CLAIMS		12,477	6,635	15,000	15,000	0	0.00%
<b>Total Other Charges</b>		<b>5,882,056</b>	<b>6,074,407</b>	<b>6,503,000</b>	<b>6,505,760</b>	<b>2,760</b>	<b>0.04%</b>
<b>Total Sewer</b>		<b>6,717,273</b>	<b>7,102,421</b>	<b>7,438,814</b>	<b>7,462,986</b>	<b>24,172</b>	<b>0.32%</b>

### Footnotes:

#### Salaries:

<sup>1</sup> Supervisory - Chief Plant Operator, Distribution Manager

<sup>2</sup> Operational - 11 employees that maintain and repair the wastewater collection system

<sup>3</sup> Temporary Operational Staff - Police details associated with roadwork and part-time help

<sup>4</sup> Supervisory Additional Compensation - Education incentive stipends and service awards

<sup>5</sup> Operational Staff Additional Compensation - Longevity and temporary upgrades per union contract

#### Purchased Services:

<sup>6</sup> Repairs & Maint. Equipment - repairs and maintenance to equipment in the Town's thirty-for sewer pump stations including: check valves, motor starters, mechanical seals, etc.

<sup>7</sup> Repairs & Maint. Other - repairs and maintenance of alarms, wiring, fencing, etc.

#### Technical & Professional Services:

<sup>8</sup> MWRA Sulfide Testing - Massachusetts Water Resource Authority sewer system and other professional services dealing with the municipal discharge permit

#### Supplies:

<sup>9</sup> Repairs & Maint Misc Construction - repairs and maintenance of sewer pipe, fittings, sewer pipeline camera, manhole covers, sewer rod equipment, etc.

#### Other Charges:

<sup>10</sup> Sewer Pump Station/Line Maintenance - Engineering, repairing, replacing, and maintaining 34 sewer pump stations and 150 miles of sewer mains.

<sup>11</sup> MWRA Sewer Assessment - The cost of the Town's sewer discharge into the Massachusetts Water Resource Authority wastewater collection and treatment system

## Utility Billing

Description		2017 Actual	2018 Actual	2019 Budget	2020 Budget	2019 vs. 2020	
						\$ (+/-)	% (+/-)
Salaries							
SALARIES OPERATIONAL STAFF	<sup>1</sup>	103,032	104,211	108,580	100,689	-7,891	-7.27%
SALARIES PART-TIME	<sup>2</sup>	3,500	3,569	3,957	4,075	119	3.00%
SALARIES OPERATIONAL O/T		0	843	2,070	2,070	0	0.00%
SALARIES ADD'L COMP OPER		1,125	1,125	1,148	1,148	0	0.00%
Total Personnel Services		107,657	109,748	115,754	107,981	-7,773	-6.71%
EQUIPMENT REPAIRS/SERVICING		0	0	500	500	0	0.00%
SOFTWARE SERVICING	<sup>3</sup>	0	0	15,000	15,000	0	0.00%
UTILITY BILLING SOFTWARE		0	0	0		0	
PRINTED BILLS WATER/SEWER		11,626	7,843	10,000	10,000	0	0.00%
TRAVEL		0	0	500	500	0	0.00%
TELEPHONE		0	0	1,500	1,500	0	0.00%
TRAINING & EDUCATION		0	0	3,000	3,000	0	0.00%
PROFESSIONAL SERVICES OTHER		0	0	0			
POSTAGE		28,121	22,033	25,000	25,000	0	0.00%
COPY/MAIL CENTER FEES		19,750	19,750	32,000	32,000	0	0.00%
COLLECTION ACTIVITIES		0	0	500	500	0	0.00%
OFFICE SUPPLIES		0	0	1,000	1,000	0	0.00%
Total Supplies		59,497	49,626	89,000	89,000	0	0.00%
Total Utility Billing		167,155	159,374	204,754	196,981	-7,773	-3.80%

### Footnotes:

#### Salaries

<sup>1</sup> Operational- Two full-time employees responsible for preparation of monthly water and sewer charges, special billings, printing bills, and customer service

<sup>2</sup> Part Time - Funds 240 hours of part time clerical support during peak periods

#### Technical & Professional Services

<sup>3</sup> Software Servicing - Maintenance of the utility billing software

# Town of Natick

Home of Champions

## Department: Enterprise Fund Debt Service - Debt Service Schedules

Year of Issue	Project	Fiscal Year 2020		Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024	
		Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2006	Water Treatment (MWPA) *Refunded (Net amount)	\$ 302,155	\$ 80,407	\$ 311,902	\$ 65,489	\$ 326,522	\$ 49,922	\$ 336,289	\$ 32,946	\$ 350,889	\$ 15,026
2010	Sewer Pump Station 5	\$ 30,000	\$ 975	\$ -	\$ -	\$ -					
1999	Sewer (Pleasant, Eliot, Union, etc.) *Refunded 2012	\$ 20,000	\$ 400	\$ -	\$ -	\$ -					
1999	Sewer (Union St) *Refunded 2012	\$ 12,000	\$ 240	\$ -	\$ -	\$ -					
1999	Water (Lakeshore Dr) *Refunded 2012	\$ 12,000	\$ 240	\$ -	\$ -	\$ -					
2000	Water (Lakeshore Dr) *Refunded 2012	\$ 22,000	\$ 1,320	\$ 22,000	\$ 440	\$ -					
2000	Sewer (Boden Ln & Water, Lincoln, etc.) *Refunded 2012	\$ 35,000	\$ 2,100	\$ 35,000	\$ 700	\$ -					
2002	Sewer (Lakeshore Rd) *Refunded 2013	\$ 20,000	\$ 2,000	\$ 15,000	\$ 1,200	\$ 15,000	\$ 600				
2002	Sewer (Leach Ln) *Refunded 2013	\$ 10,000	\$ 1,200	\$ 10,000	\$ 800	\$ 10,000	\$ 400				
2006	Sewer (Speen St, Park Ave *Refunded 2016	\$ 105,000	\$ 21,500	\$ 105,000	\$ 17,300	\$ 105,000	\$ 14,150	\$ 105,000	\$ 11,100	\$ 105,000	\$ 8,425
2010	Water Relining	\$ 60,000	\$ 1,950	\$ -	\$ -	\$ -					
2010	Springvale Well	\$ 25,000	\$ 813	\$ -	\$ -	\$ -					
2010	Reservoir Refurbishment	\$ 50,000	\$ 1,625	\$ -	\$ -	\$ -					
2010	Sewer Jet Truck	\$ 25,000	\$ 813	\$ -	\$ -	\$ -					
2011	Final Phase V	\$ 55,000	\$ 11,425	\$ 55,000	\$ 9,775	\$ 50,000	\$ 8,125	\$ 50,000	\$ 6,625	\$ 50,000	\$ 5,125
2012	Ground Water Wells	\$ 30,000	\$ 2,400	\$ 30,000	\$ 1,200	\$ 30,000	\$ 600				
2012	Variable Frequency Drives	\$ 25,000	\$ 2,000	\$ 25,000	\$ 1,000	\$ 25,000					
2012	DPW Headquarters Renovations	\$ 50,000	\$ 4,000	\$ 50,000	\$ 2,000	\$ 50,000	\$ 1,000				
2012	DPW Vehicle Garage Roof	\$ -	\$ -	\$ -	\$ -	\$ -					
2013	Force Main Bradford / Pamela - Rt 9	\$ 110,000	\$ 30,250	\$ 110,000	\$ 25,850	\$ 110,000	\$ 21,450	\$ 110,000	\$ 17,050	\$ 110,000	\$ 14,850
2013	Replace Ground Water Wells	\$ 30,000	\$ 4,200	\$ 30,000	\$ 3,000	\$ 30,000	\$ 1,800	\$ 30,000	\$ 600		
2013	Filter Modification @ Springvale WTP	\$ 20,000	\$ 2,800	\$ 20,000	\$ 2,000	\$ 20,000		\$ 20,000			
2014	Replace Ground Water Wells	\$ 20,000	\$ 6,225	\$ 20,000	\$ 5,425	\$ 20,000	\$ 4,625	\$ 20,000	\$ 3,825	\$ 20,000	\$ 3,225
2014	Town Forest Reservoir Roof	\$ 15,000	\$ 4,519	\$ 15,000	\$ 3,319	\$ 15,000	\$ 2,719	\$ 15,000	\$ 2,719	\$ 15,000	\$ 2,269
2014	Prime Park Pump Station Wall	\$ 15,000	\$ 2,588	\$ 15,000	\$ 1,988	\$ 15,000	\$ 1,388	\$ 15,000	\$ 788	\$ 15,000	\$ 338
2014	Energy Efficiency Upgrades - Springvale WTP	\$ 15,000	\$ 2,588	\$ 15,000	\$ 1,988	\$ 15,000	\$ 1,388	\$ 15,000	\$ 788	\$ 15,000	\$ 338
2014	Tonka Valves & Filters - Springvale WTP	\$ 10,000	\$ 1,725	\$ 10,000	\$ 1,325	\$ 10,000	\$ 925	\$ 10,000	\$ 525	\$ 10,000	\$ 225
2014	Chrysler Road Sewer Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -					
2014	MWRA I&I	\$ -	\$ -	\$ -	\$ -	\$ -					
2014	W-22 (Dump Truck w/Plow)	\$ 35,000	\$ 1,400	\$ -	\$ -	\$ -					
2014	W-14 (Backhoe w/Plow)	\$ 20,000	\$ 800	\$ -	\$ -	\$ -					
2014	Speen Street Sewer Work	\$ 20,000	\$ 3,000	\$ 20,000	\$ 1,325	\$ 20,000		\$ 20,000			
2016	Sewer	\$ 5,000	\$ 100								
2017	Prime Park Pump Station	\$ 10,000	\$ 4,556	\$ 10,000	\$ 4,356	\$ 10,000	\$ 2,856	\$ 10,000	\$ 3,356	\$ 10,000	\$ 2,856
2017	Sewer Station and Generator Upgrades (Travis Road)	\$ 10,000	\$ 2,800	\$ 10,000	\$ 2,400	\$ 10,000	\$ 2,000	\$ 10,000	\$ 1,600	\$ 10,000	\$ 1,200
2017	Sewer Pump Station Replacement (Eliot Hill)	\$ 10,000	\$ 6,913	\$ 10,000	\$ 6,713	\$ 10,000	\$ 6,213	\$ 10,000	\$ 5,713	\$ 10,000	\$ 5,213
2017	Public Works Expansion	\$ 10,000	\$ 1,932	\$ 10,000	\$ 1,535	\$ 10,000	\$ 1,235	\$ 10,000	\$ 935	\$ 10,000	\$ 668
2017	MWRA I&I - Sewer Main Relining	\$ 20,205	\$ -	\$ 20,205	\$ -	\$ 20,205		\$ 20,205		\$ 20,205	
2017	VFD's for Pumps - Springvale Water Treatment	\$ 20,000	\$ 5,900	\$ 20,000	\$ 5,500	\$ 20,000	\$ 4,500	\$ 20,000	\$ 3,500	\$ 20,000	\$ 2,500
2017	Covered Storage Building	\$ 10,000	\$ 7,200	\$ 10,000	\$ 6,800	\$ 10,000		\$ 10,000		\$ 10,000	
2017	Water Distribution System Enhancements	\$ 15,000	\$ 7,763	\$ 15,000	\$ 7,463	\$ 15,000	\$ 6,713	\$ 15,000	\$ 5,963	\$ 10,000	\$ 5,213
2017	Replace Ground Water Wells	\$ 15,000	\$ 9,413	\$ 15,000	\$ 9,113	\$ 15,000	\$ 8,363	\$ 15,000	\$ 7,613	\$ 15,000	\$ 6,863
2017	Springvale Water Treatment Plant - Re-use Tank	\$ 35,000	\$ 12,450	\$ 35,000	\$ 11,750	\$ 35,000	\$ 10,000	\$ 35,000	\$ 8,250	\$ 35,000	\$ 6,500
2017	Route 30 Water Main Loop	\$ 30,000	\$ 14,100	\$ 30,000	\$ 13,500	\$ 30,000	\$ 12,000	\$ 25,000	\$ 10,500	\$ 25,000	\$ 9,250
2017	West Central Water Main Replacement	\$ 75,000	\$ 38,150	\$ 75,000	\$ 36,650	\$ 70,000	\$ 32,900	\$ 70,000	\$ 29,400	\$ 70,000	\$ 25,900
2017	Replace W-23 (Dump Truck)	\$ 30,000	\$ 6,100	\$ 30,000	\$ 5,500	\$ 30,000	\$ 4,000	\$ 25,000	\$ 2,500	\$ 25,000	\$ 1,250
2017	Replace Ground Water Wells	\$ 5,000	\$ 3,150	\$ 5,000	\$ 3,050	\$ 5,000	\$ 2,800	\$ 5,000	\$ 2,550	\$ 5,000	\$ 2,300
2017	SCADA Equipment	\$ 30,000	\$ 8,600	\$ 30,000	\$ 8,000	\$ 30,000	\$ 6,500	\$ 25,000	\$ 5,000	\$ 25,000	\$ 3,750
2017	Water Treatment Plant Pump VFD	\$ 10,000	\$ 3,700	\$ 10,000	\$ 3,500	\$ 10,000	\$ 3,000	\$ 10,000	\$ 2,500	\$ 10,000	\$ 2,000
2017	W-19 Vactor Replacement	\$ 40,000	\$ 12,800	\$ 40,000	\$ 12,000	\$ 40,000	\$ 10,000	\$ 40,000	\$ 8,000	\$ 40,000	\$ 6,000
2017	MWRA Sewer Relining	\$ 4,020	\$ -	\$ 4,020	\$ -	\$ 4,020	\$ -	\$ 4,020	\$ -	\$ 4,020	\$ -
2017	RT 9 & 27 Sewer Infrastructure	\$ 150,000	\$ 97,850	\$ 150,000	\$ 91,850	\$ 150,000	\$ 85,850	\$ 150,000	\$ 79,850	\$ 145,000	\$ 73,950
2017	Replace Ground Water Wells	\$ 20,000	\$ 12,500	\$ 20,000	\$ 11,700	\$ 20,000	\$ 9,900	\$ 20,000	\$ 10,100	\$ 20,000	\$ 9,300
2017	Water Main Upgrade	\$ 20,000	\$ 11,150	\$ 20,000	\$ 10,350	\$ 20,000	\$ 9,550	\$ 20,000	\$ 8,750	\$ 20,000	\$ 7,950
2018	SCADA Equipment Upgrade	\$ 15,000	\$ 6,552	\$ 15,000	\$ 5,125	\$ 15,000	\$ 4,375	\$ 15,000	\$ 3,625	\$ 15,000	\$ 2,875

# Town of Natick

Home of Champions

## Department: Enterprise Fund Debt Service - Debt Service Schedules

Year of Issue	Project	Fiscal Year 2020		Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024	
		Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2018	Elm Bank Chlorine Scrubber	\$ 40,000	\$ 16,733	\$ 35,000	\$ 13,125	\$ 35,000	\$ 11,375	\$ 35,000	\$ 9,625	\$ 35,000	\$ 7,875
2018	Water Distribution System Enhancements	\$ 10,000	\$ 7,564	\$ 10,000	\$ 6,300	\$ 10,000	\$ 5,800	\$ 10,000	\$ 5,300	\$ 10,000	\$ 4,800
2018	SCADA Equipment Upgrade	\$ 15,000	\$ 4,058	\$ 15,000	\$ 2,875	\$ 10,000	\$ 2,250	\$ 10,000	\$ 1,750	\$ 10,000	\$ 1,250
2018	Replace W-26 Dump Truck	\$ 25,000	\$ 11,567	\$ 25,000	\$ 9,125	\$ 25,000	\$ 7,875	\$ 25,000	\$ 6,625	\$ 20,000	\$ 5,500
2018	East Central Water Main Abandonment	\$ 35,000	\$ 33,982	\$ 35,000	\$ 28,825	\$ 35,000	\$ 27,075	\$ 35,000	\$ 25,325	\$ 35,000	\$ 23,575
2019	I & I MWRA	\$ 24,240		\$ 24,225		\$ 24,225		\$ 24,225		\$ 24,225	
2019	Replace Vactor Truck	\$ 60,000	\$ 22,500	\$ 60,000	\$ 20,250	\$ 60,000	\$ 18,000	\$ 60,000	\$ 15,750	\$ 60,000	\$ 13,500
2019	Water/Sewer Comprehensive Asset Management	\$ 30,000	\$ 7,500	\$ 30,000	\$ 4,500	\$ 30,000	\$ 3,375	\$ 30,000	\$ 2,250	\$ 30,000	\$ 1,125
2019	Water Main Relining/Replacement	\$ 75,000	\$ 48,737	\$ 75,000	\$ 53,438	\$ 75,000	\$ 50,625	\$ 75,000	\$ 47,813	\$ 75,000	\$ 45,000
2019	Fox Hill Drive Water Main Replacement	\$ 35,000	\$ 25,013	\$ 35,000	\$ 24,338	\$ 35,000	\$ 23,025	\$ 35,000	\$ 21,713	\$ 35,000	\$ 20,400
2019	Replace Ground Water Wells	\$ 25,000	\$ 18,750	\$ 25,000	\$ 17,813	\$ 25,000	\$ 16,875	\$ 25,000	\$ 15,938	\$ 25,000	\$ 15,000
2019	Tonka Valves & Filters - Emergency Project			\$ 62,500	\$ 21,875	\$ 62,500	\$ 19,688	\$ 62,500	\$ 17,500	\$ 62,500	\$ 15,313
2019	Chem Feed Springvale	\$ 33,000	\$ 20,000	\$ 31,000	\$ 10,388	\$ 31,000	\$ 9,225	\$ 31,000	\$ 8,063	\$ 31,000	\$ 6,900
2019	Temprary Borrowing Interest		\$ 35,000		\$ 35,000		\$ 35,000				
		\$ 2,194,620	\$ 720,584	\$ 1,960,852	\$ 615,830	\$ 1,903,472	\$ 527,033	\$ 1,768,239	\$ 454,320	\$ 1,697,839	\$ 385,594
			\$ 2,915,204		\$ 2,611,682		\$ 2,465,505		\$ 2,222,559		\$ 2,083,433



## *Town of Natick*

### Water and Sewer Enterprise Fund

#### FY2020 Indirect Costs

	Personnel Cost	Fringe	Expense Cost	Total
Public Works Administration	129,876	14,819	23,678	168,373
Engineering	274,313	22,577	29,850	326,740
Equipment Maintenance	233,850	39,367	162,260	435,477
Highway, Sanitation, Recycling	131,763	6,012	140,081	277,856
Facilities	67,455	1,868	15,263	84,586
Public Safety	152,594	2,213	6,498	161,304
Finance	169,397	12,476	53,772	235,645
Town Administration	116,588	13,016	40,028	169,631
Community Development	86,001	13,901	6,435	106,337
Information Technology	34,790	9,037	97,300	141,127
Procurement	29,120	2,013	1,120	32,253
Human Resources	4,920	778	285	5,983
Legal Services	-	-	58,815	58,815
Property & Liability Insurance	-	-	283,589	283,589
Utilities	-	-	56,224	56,224
Vehicle Fuel	-	-	158,010	158,010
<b>Sub Total - General Fund</b>				<b>2,701,950</b>

#### Water Sewer Staff Performing General Fund Functions

	Personnel Cost	Fringe	Expense Cost	Total
GIS Services	(33,573)	(18,319)	-	(51,892)
W/S Admin. Asst. - DPW	(27,667)	(1,092)	-	(28,758)
W/S Admin. Asst. - Collector	(37,916)	(14,180)	-	(52,096)
Snow and Ice Removal	(35,402)	(502)	-	(35,904)
<b>Subtotal - Water Sewer</b>				<b>(168,651)</b>

#### Total Water and Sewer Indirect Costs

**2,533,300**

#### Notes:

Indirect Costs are based upon the Previous Fiscal Year's (FY 2019) Final Appropriated Budget.  
Please remember that Town Meeting does not appropriate these - the action taken is to approve these.  
Appropriation occurs within the respective budgets listed above are approved by Town meeting.



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**ITEM TITLE:** Request to Occupy a Public Way for Brickwork - Original Contracting - Adams Street  
(5/1-8/23/19)

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo-Original Contracting	4/25/2019	Cover Memo
Police Recommendation-5/17/19	5/21/2019	Cover Memo
Police Recommendation-4/28/19	4/29/2019	Cover Memo
Request & Police Recommendations-4/22/19	4/23/2019	Cover Memo



## ORIGINAL CONTRACTING LLC

20 Main Street, Natick - Brickwork

(508)366-7888

P.O Box 176

Westborough, Ma 01581

### Open items

#### Adams Street

Fix one (1) sill above Byrnes where wire is located  
Anchor pipes to building  
apply coating to precast sills and lintel

#### Court Street

One (1) Vent to rebuild with composite trim  
Spot re-pointing (punchlist)  
apply coating to precast, sill and lintel

#### Main Street

Finish re-pointing  
apply coating to precast, sill and lintel  
caulk windows and doors  
Re flash (1) window where trim is falling off  
Rebuild (3) vents with composite trim  
Replace windows on the 4th floor

The reason we are asking for Four months is due to the weather being unpredictable. Hopefully, if the weather is agreeable we should be able to finish in much less time. The building is in pretty bad shape as we have found on the Adams Street and Court Street sides which greatly increased the scope of work.

We are expecting Main street to be the same. The Bricks on the building are pretty loose, most of the grout/mortar joints are disintegrating to sand. On the original scope of work we were only repointing approx. 11,000 sf of bricks. This total has almost doubled because of what we are finding.

We didn't finish the job last year because of constant bad weather and the additional work needed that was only discovered after repointing began. The bricks, lintels and bands on the building are in rough shape and there is definitely a lot of concern about older brick buildings, so we just want to make sure we complete the job safely.

Original Contracting's COO Adrian, and Lt. Lauzon spoke earlier and agreed that all of the equipment will be parked at a different site at night and that a space on Adams street will be assigned for the dumpster that is needed.

We will coordinate with Carol Krentzman to make sure that we do not interfere with the project that she is doing.

Thank you for this opportunity

Original Contracting LLC

[Quoted text hidden]

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 8, 2019 at 12:06 PM

No.

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 17, 2019 at 12:44 PM

Trish,

This morning the Town Engineer, Building Commissioner, and I met with the owner of 10-20 Main Street, their building manager, and contractor. During our review the scope of the project was minimized from what it had previously been stated. We were told there is no current fear that the buildings brick facade will come falling down onto the street and sidewalk below. That description may have been previously given in order to expedite the permitting process but only the contractor can speak of that.

At this time we would recommend that the BOS issue the requisite permit to complete the work, which we were told this morning, should take three weeks with no rain days. They cannot work in the rain as they have to protect the building from getting water behind the bricks. If the Board is so inclined to issue the permit we would ask that it contain the following requirements:

1. Scaffolding be erected, with proper signage, in the work area so as to keep pedestrian access open, and protect the pedestrians beneath the work area.
2. The underside of the staging be sufficiently illuminated so that pedestrians can walk beneath it at night.
3. The first parking spot on Adams Street, in from Court Street, be allocated for a single dumpster for construction debris.
4. All other construction equipment be removed from the roadway each night.
5. Construction workers personal vehicles be located off site in an approved area.
6. A police detail officer be requested when scaffolding is being erected and then again when it is being removed.

Respectfully submitted,

Lt. Brian G. Lauzon

[Quoted text hidden]



**Town of Natick 20 Main street Brickwork open items for meeting.docx**

106K

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**Patricia O'Neil** <poneil@natickma.org>  
To: Thomas Kelly <tom@originalcontracting.com>

Thu, Apr 25, 2019 at 3:28 PM

Thank you. See you Monday.

[Quoted text hidden]

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Sun, Apr 28, 2019 at 8:47 PM

Tish,

Please allow me to amend my recommendation that I submitted this past Monday regarding this project. After further review and thought, regarding what the applicant has portrayed as a very dangerous situation pertaining to the buildings brick facade along with the numerous extensions of this project and impacts it will have in and around Natick Center, I would like to recommend that this request first be first vetted by the Town's Peer review group that consists of not only the Police Department, but also the Fire Department, Building Department, Community Development, Selectmen's Office, Health Department, and others as may be necessary. There are a number of other projects and events either scheduled or on-going in that area that this request will have an affect on. I also have significant concerns regarding the safety of persons and property that may be impacted and suggest that the applicant, building owner, and possibly their architects or structural engineers be present to give us all a real perspective on what is occurring so that we can, as a group, make an informed recommendation to the Board prior to any permits being issued.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

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**Carol Krentzman** <carol@carolkrentzman.com>  
To: "poneil@natickma.org" <poneil@natickma.org>

Sun, Apr 28, 2019 at 9:57 PM

This is a Return Receipt for the mail that you sent to [carol@carolkrentzman.com](mailto:carol@carolkrentzman.com).

Note: This Return Receipt only acknowledges that the message was displayed on the recipient's computer. There is no guarantee that the recipient has read or understood the message contents.



Patricia O'Neil <poneil@natickma.org>

**RE: Original Contracting finishing up Brickwork at 10-20 Main Street**

10 messages

**Thomas Kelly** <tom@originalcontracting.com> Tue, Mar 26, 2019 at 10:57 AM  
To: Patricia O'Neil <poneil@natickma.org>  
Cc: Adrian Neerayah <adrian@originalcontracting.com>, Scott Kelly <scottkelly@originalcontracting.com>

Hi Trish,

We are following up now that spring is almost here to get started on finishing up the Brickwork job that we were working on at 10-20 Main Street. Would you be able to put us on the agenda for the next Selectmen's meeting, so that we can set up a schedule to finish the project and also address the complaints about the project to make sure we do not have the same problems this time.

Please let me know

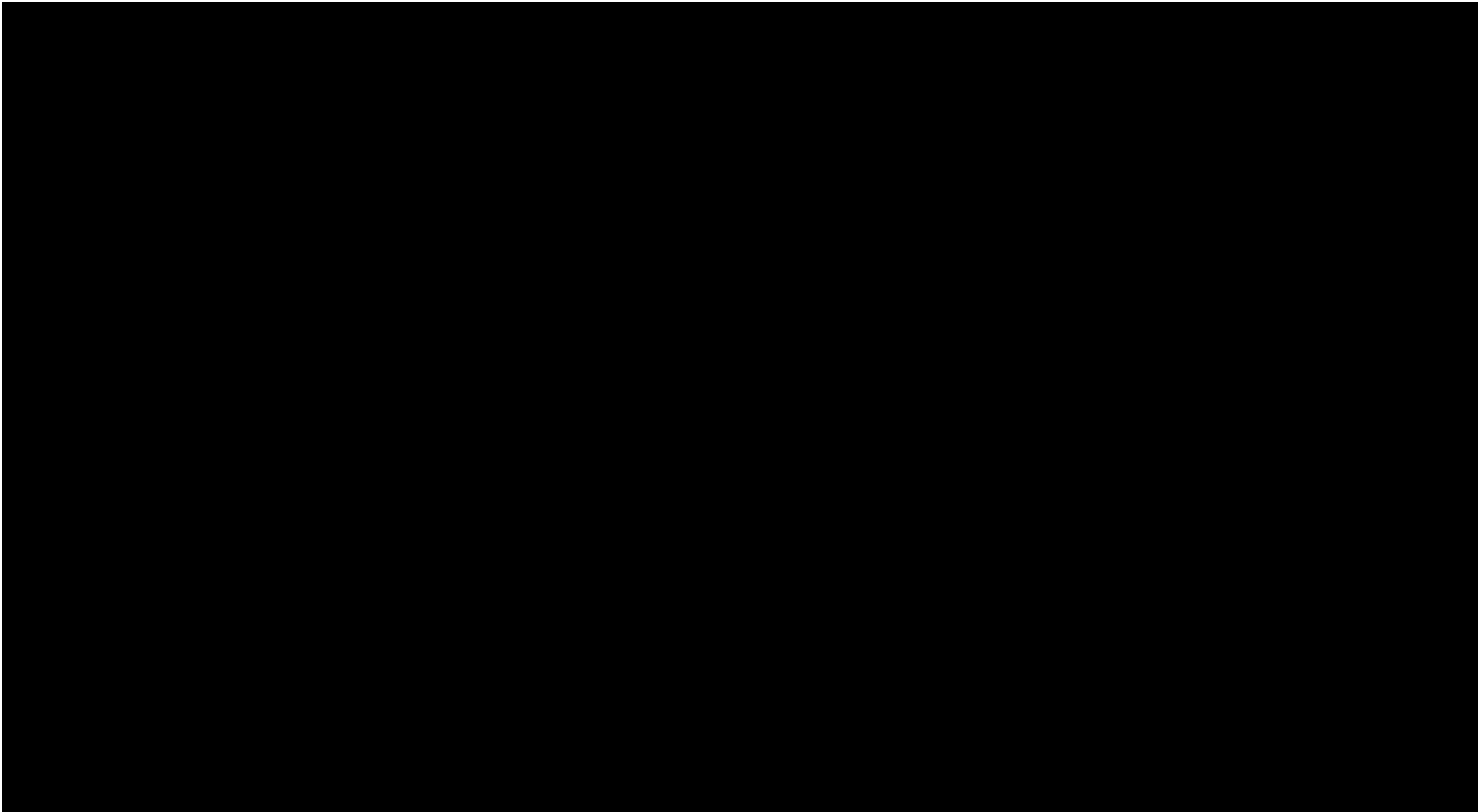
Thanks

Tom

Thomas Kelly  
Owner  
Original Contracting, LLC  
508-366-7888  
www.originalcontracting.com



ORIGINAL CONTRACTING LLC



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**From:** Patricia O'Neil <[poneil@natickma.org](mailto:poneil@natickma.org)>

[REDACTED]

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**Patricia O'Neil** <poneil@natickma.org> Mon, Apr 1, 2019 at 10:04 AM  
To: Thomas Kelly <tom@originalcontracting.com>  
Bcc: Brian Lauzon <lauzon@natickpolice.com>, David Gusmini <dgusmini@natickma.org>

Good morning Tom. Our Safety Officer and our Building Commissioner require additional information and would like to have a pre-construction meeting with you prior to providing a recommendation to the Board of Selectmen and getting you on an agenda for consideration. Please contact Lt. Brian Lauzon at 508-647-9518 to schedule such a meeting. Thank you.

[Quoted text hidden]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Mon, Apr 22, 2019 at 11:42 AM

Trish,

I spoke with Adrian by phone and expressed our concerns as they developed over the course of last years construction season. During our conversation Adrian agreed to find private property parking for his employees personal vehicles and all equipment. He just asked to keep a small dumpster on Adams Street. I told him that I didn't have a problem with that, but he had to coordinate with another project on that street so that the alley is accessible at all times by delivery trucks, passenger vehicles, and Fire Apparatus. Additionally we spoke about keeping pedestrian access available by way of the sidewalks. Their scaffolding should be such where it is illuminated and available at all times for pedestrians to safely walk beneath it. Last year they blocked off the sidewalks during the day and pedestrians were forced to walk in the street. I am also copying Mr. Gusmini on this email as he may have other restrictions he may want to see added to this permit. Lastly, they need to coordinate with Ms. Krenztman as she is asking to work on the same building with her mosaic art project beginning in May.

Respectfully submitted,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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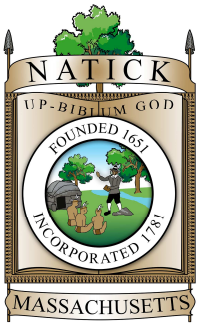
**ITEM TITLE:** Public Hearing-Brokk and Eitri, LLC: Application for S.12 Wine and Malt License  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Hearing Notice	5/9/2019	Cover Memo
Application	5/8/2019	Cover Memo
Police Recommendation	5/10/2019	Cover Memo





# *TOWN OF NATICK MASSACHUSETTS*

## TOWN OF NATICK PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, May 13, 2019, 7:00 p.m. at the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Brokk and Eitri, LLC d/b/a Brokk and Eitri (Laura Cusson, Manager) for a S12 restaurant wine and malt license. Brokk and Eitri will be located at 691 Worcester Street and the premises consists of approximately 2,500 square feet on two floors. The premises has 1 entrance and 4 exits.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Jonathan Freedman, Clerk



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street Boston, MA 02114*  
*[www.mass.gov/abcc](http://www.mass.gov/abcc)*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A NEW LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**  
**239 CAUSEWAY STREET**  
**BOSTON, MA 02241-3396**

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



**Transaction Processed Successfully.**

**INVOICE #: 48b2c102-9494-43f3-acaf-dadde9f5efae**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	brokk and eitri LLC	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid: 4/4/2019 8:15:04 AM EDT**

**Total Amount Paid: \$204.70**

#### Payment On Behalf Of

**License Number or Business Name:**  
brokk and eitri, LLC

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
Laura

**Last Name:**  
Cusson

**Address:**  
39 Rockland St

**City:**  
Natick

**State:**  
MA

**Zip Code:**  
01760

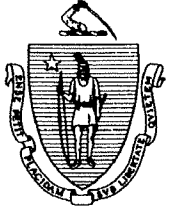
**Email Address:**  
laura@brokkandeitri.com

## **NEW LICENSE**

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

*Please Note: you may be requested to submit additional supporting documentation if necessary.*



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street Boston, MA 02114*  
*[www.mass.gov/abcc](http://www.mass.gov/abcc)*

**APPLICATION FOR A NEW LICENSE**

Municipality

**1. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

**TYPE**

**CATEGORY**

**CLASS**

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We wish to serve beer and wine during sessions held at our session-based maker space. Guests register for a session online to make a craft project, and can choose to purchase a beer, glass of wine, or non-alcoholic beverage during their 3-hour crafting session.

Is this license application pursuant to special legislation?



Yes



No

Chapter

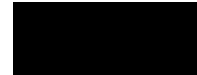
Acts of

**2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN



DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Building contains three floors.

Retail space occupied by customers is 1400 sq ft on the first floor of the building only. Staff members will assist with projects and serve beverages to the customers' tables. There will not be a centralized bar where customers can walk up and order a drink. Staff will pour drinks from a pantry area at the rear of the first floor.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors:

Number of Exits:

Occupancy Number:

**4. APPLICATION CONTACT**

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

## APPLICATION FOR A NEW LICENSE

### 5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	11/7/2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Jeffrey Cusson	39 Rockland St, Natick MA 01760	[REDACTED]	4/9/1980

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member, Manager	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Laura Cusson	39 Rockland St, Natick MA 01760	[REDACTED]	7/24/1979

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

#### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

#### MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?  
Please provide a copy of the management agreement.

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

## 7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Boston India Realty

Landlord Phone 617-285-7549

Landlord Email deep.deshpande@talentburst.com

Landlord Address 679 Worcester St., Natick, MA

Lease Beginning Date 5/1/2019

Rent per Month \$3333.33

Lease Ending Date 4/30/2021

Rent per Year \$40,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	32000
C. Other (Please specify)	
D. Total Cost	32000

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Jeffrey & Laura Cusson	32000
Total:	32000

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Costs for this business are being self-funded by the owners. We are currently seeking a home equity line of credit to cover working capital and any other startup costs we incur beyond our current free cash.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?



## 10. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

Phone

Please indicate how many hours per week you intend to be on the licensed premises

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
9/2015	5/2019	Product Manager	Fidelity Investments	Deborah Ralys
2/2012	9/2015	Senior Manager	CVS Health	Vijay Kukreja
12/2008	2/2012	Senior Project Manager	89 Degrees, LLC	Tim Reilly
3/2006	11/2008	Project Manager	Valassis Communications	

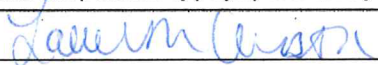
### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

### **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

**APPLICANT'S STATEMENT**

I, Laura Cusson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory  
of Brokk and Eitri, LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Laura Cusson

Date:

4-4-2019

Title:

Manager

### CORPORATE VOTE

The Board of Directors or LLC Managers of Brokk and Eitri, LLC  
Entity Name  
duly voted to apply to the Licensing Authority of Natick and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 4-3-2019  
Date of Meeting

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <u>                                    </u>                        | <input type="checkbox"/> Change of DBA                                    |   |

"VOTED: To authorize

Laura Cusson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Laura Cusson

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Laura M Cusson

Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature



## ADDENDUM A

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

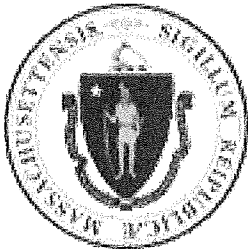
List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input type="text" value="Brokk and Eitri"/>		<input type="text" value="NA"/>		
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Jeffrey Cusson"/>	<input type="text" value="39 Rockland St, Natick, MA 01760"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="04-09-1980"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="50"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text" value="Laura Cusson"/>	<input type="text" value="39 Rockland St, Natick, MA 01760"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="07-24-1979"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="50"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<hr/>				
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

Identification Number [REDACTED]

1. The exact name of the limited liability company is: BROKK AND EITRI, LLC

**2a. Location of its principal office:**

No. and Street: 39 ROCKLAND STREET  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 39 ROCKLAND STREET  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

CRAFTS WORKSHOP; AND ANY OTHER ENDEAVOR AUTHORIZED BY THE LIMITED LIABILITY COMPANY STATUTES.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JEFFREY R. CUSSON  
 No. and Street: 39 ROCKLAND STREET  
 City or Town: NATICK State: MA Zip: 01760 Country: USA

I, JEFFREY R. CUSSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
MANAGER	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
SOC SIGNATORY	MAURICE J. RINGEL	399 CHESTNUT STREET NEEDHAM, MA 02492 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JEFFREY R. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA
REAL PROPERTY	LAURA M. CUSSON	39 ROCKLAND STREET NATICK, MA 01760 USA

**9. Additional matters:**

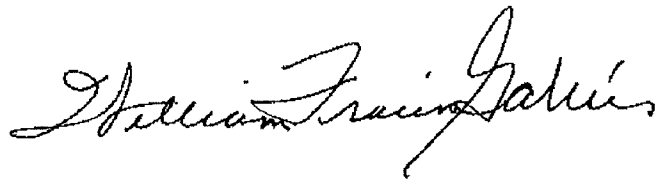
**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of November, 2018,**  
JEFFREY R. CUSSON

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 07, 2018 04:20 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial 'W'.

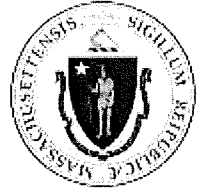
WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





THE COMMONWEALTH OF MASSACHUSETTS  
Division of Banks  
1000 Washington Street, 10<sup>th</sup> Floor, Boston, MA 02118  
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599  
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)  
Acknowledgement Form**

The Division of Banks has been registered by the Department of Criminal Justice Information Services ("DCJIS") to access **conviction and pending** Criminal Offender Record Information for the purpose of screening:

- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

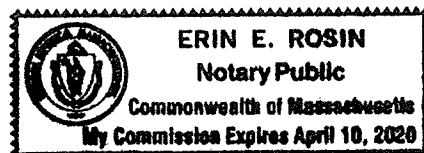
Rene Mlesna

Signature of CORI Subject

3-16-19

Date

On this 16<sup>th</sup> day of March, 2019, before me, the undersigned notary public, personally appeared Laura M. Cusson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Erin E. Rosin  
Notary Public



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services  
200 Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973  
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.  
The fields marked with an asterisk (\*) are required fields.

\* First Name: Laura Middle Initial: M  
\* Last Name: Cusson Suffix (Jr., Sr., etc.): \_\_\_\_\_  
Former Last Name 1: Ackroyd  
Former Last Name 2: \_\_\_\_\_  
Former Last Name 3: \_\_\_\_\_  
Former Last Name 4: \_\_\_\_\_  
\* Date of Birth (MM/DD/YYYY): 07-24-79 Place of Birth: Haverhill MA  
\* Last **SIX** digits of Social Security Number: [REDACTED] ☐ No Social Security Number  
Sex: F Height: 5 ft. 7 in. Eye Color: blue Race: Caucasian  
Driver's License or ID Number: \_\_\_\_\_ State of Issue: MA  
Father's Full Name: Kenneth W. Ackroyd  
Mother's Full Name: Donna M. Ackroyd

Current Address

\* Street Address: 39 Rockland St  
Apt. # or Suite: \_\_\_\_\_ \*City: Natick \*State: MA \*Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

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

Verified by:

Laura M. Cusson

Print Name of Verifying Employee

Laura M Cusson

Signature of Verifying Employee

3-16-19

Date



THE COMMONWEALTH OF MASSACHUSETTS  
Division of Banks  
1000 Washington Street, 10<sup>th</sup> Floor, Boston, MA 02118  
TEL: 617-956-1500 | TDD: 617-956-1577 | FAX: 617-956-1599  
MASS.GOV/DOB



**Criminal Offender Record Information (CORI)  
Acknowledgement Form**

The Division of Banks has been registered by the Department of Criminal Justice Information Services ("DCJIS") to access **conviction and pending** Criminal Offender Record Information for the purpose of screening:

- Officers of, and applicants for, bank and credit union charters;
- Applicants for licenses to engage in the business of a check casher, check seller, debt collector, foreign transmittal agency, insurance premium finance company, mortgage broker, mortgage lender, motor vehicle sales finance company, retail installment sales finance company, small loan company; and
- Applicants for a license to engage in the activity of a mortgage loan originator for which the Division also has been certified to access non-conviction criminal data.

As an above-described bank officer or license applicant I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Division of Banks to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Division of Banks with written notice of my intent to withdraw consent to a CORI check.

The Division of Banks may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Division of Banks must first provide me with written notice of this check.

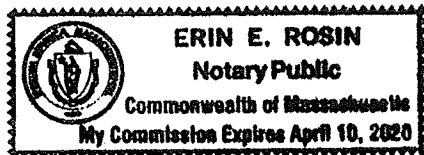
By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

3-16-19

Date

On this 16<sup>th</sup> day of March, 2019, before me, the undersigned notary public, personally appeared Jeffrey Curson (name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  
Notary Public



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services  
200 Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973  
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.  
The fields marked with an asterisk (\*) are required fields.

\* First Name: Jeffrey Middle Initial: L  
\* Last Name: Cusson Suffix (Jr., Sr., etc.): \_\_\_\_\_  
Former Last Name 1: \_\_\_\_\_  
Former Last Name 2: \_\_\_\_\_  
Former Last Name 3: \_\_\_\_\_  
Former Last Name 4: \_\_\_\_\_  
\* Date of Birth (MM/DD/YYYY): 04-09-1980 Place of Birth: Worcester MA  
\* Last SIX digits of Social Security Number: [REDACTED] ☐ No Social Security Number  
Sex: M Height: 5 ft. 10 in. Eye Color: \_\_\_\_\_ Race: Caucasian  
Driver's License or ID Number: \_\_\_\_\_ State of Issue: MA  
Father's Full Name: Richard Cusson  
Mother's Full Name: Ann M. Cusson

Current Address

\* Street Address: 39 Rockland St  
Apt. # or Suite: \_\_\_\_\_ \*City: Natick \*State: MA \*Zip: 01760

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

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

Verified by:

Jeffrey R. Cusson

Print Name of Verifying Employee

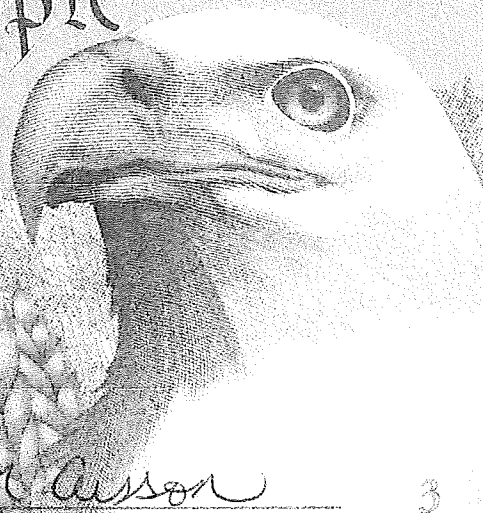
[Signature]

Signature of Verifying Employee

3-16-19

Date

*If the United States,  
 der to form a more perfect Union,  
 lish Justice, insure domestic Tranquillity,  
 ide for the common defence,  
 ote the general Welfare, and secure  
 lessings of Liberty to ourselves and  
 osterity, do ordain and establish this  
 titution for the United States of America.*



Ramona M. Allison

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



# UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

**P** **USA**

# USA

454416620

Surname / Nom / Apellidos

**CUSSON**

**Given Names / Prénoms / Nombres**

**LAURA MICHELLE**

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

24 Jul 1979

Place of birth / Lieu de naissance / Lugar de nacimiento

Sex / Sexe / Sexo

**MASSACHUSETTS, U.S.A.**

7

Date of issue / Date de délivrance / Fecha de expedición

**Authority / Autorité / Autoridad**

04 Mar 2009

United States

Date of expiration / Date d'expiration / Fecha de caducidad

Department of State

03 Mär 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

# USA

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## **COMMERCIAL LEASE**

### **ARTICLE I (Parties)**

**Boston India Realty, LLC**, a Massachusetts limited liability company with a principal address of 679 Worcester Road, Natick, Massachusetts 01760, hereinafter referred to as "**LESSOR**", which expression shall include LESSOR'S successors, executors, administrators, and assigns where the context so admits, does hereby lease to **Brokk and Eitri, LLC**, a Massachusetts limited liability company with a principal address of 39 Rockland Street, Natick, MA 01760, hereinafter referred to as "**LESSEE**", which expression shall include LESSEE'S successors, executors, administrators, and assigns where the context so admits, the following described premises upon the terms and conditions set forth in this Commercial Lease (the "**Lease**").

### **ARTICLE II (Leased Premises)**

A. **Leased Premises**: LESSOR hereby leases and demises to LESSEE, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the building (the "**Building**") located at 691 Worcester Road, Natick, Massachusetts 01760 (the "**Property**"), consisting of approximately 3,500 rentable square feet, (the "**Leased Premises**").

B. **Condition of Premises**: Except as otherwise set forth in this Lease, LESSEE agrees to accept delivery of the Leased Premises on the Effective Date (as herein defined) in its "as is" condition. LESSEE acknowledges that LESSOR is not required to perform any work or improvements to the Leased Premises as a condition to LESSEE's initial occupancy thereof or the inception of this Lease other than as set forth in this Lease.

C. **LESSOR's Work**: LESSOR agrees to make certain improvements to the Property as set forth in **Exhibit B** as ("**LESSOR's Work**"). LESSOR's Work shall be performed by LESSOR or any appropriate contractors or subcontractors as determined in the sole and absolute discretion of LESSOR, all at LESSOR's sole cost. LESSOR shall complete LESSOR'S Work on or before the Effective Date. LESSOR shall deliver the Leased Premises with all base building systems servicing the Leased Premises in good working condition.

### **ARTICLE III (Term)**

A. **Term**. Subject to satisfaction of all conditions precedent referenced in subparagraph C below ("Conditions Precedent), and not otherwise, the term of the Lease shall be for two (2) years commencing on the Effective Date (as defined herein) and ending one (1) month following the second (2<sup>nd</sup>) anniversary of the Effective Date (as the same may be extended, the "**Term**") unless otherwise earlier terminated or extend pursuant to the terms hereof. For the purposes of this Lease, the "**Effective Date**" shall be the earlier of May 1, 2019 or the first day of the calendar month in which the LESSEE occupies the Leased Premises. For the avoidance of doubt the Effective Date shall not commence unless and until all Conditions Precedent have first been satisfied; and unless all Conditions Precedent have first been

satisfied (by written notice given to LESSOR by LESSEE), this Lease shall be null and void and shall not be binding upon LESSOR or LESSEE.

- B. **LESSEE's Extension Option.** LESSEE shall have one (1) option to renew the Term for an additional one (1) year term (an "Extended Term") by giving LESSOR written notice not less than nine (9) months prior to the end of the original Term. During the Extended Term, if any, Base Rent shall be \$41,200.00 annually for the Leased Premises.
- C. **Conditions Precedent.** As Conditions Precedent, LESSEE shall first have obtained (1) a special permit from the Natick Planning Board for approval of zoning and usage under its guidelines as a Restaurant with Mechanical Entertainment; (2) a Massachusetts Alcoholic Beverage Retail License; (3) a Natick Common Victualer License; (4) approval of the Natick Board of Health to operate a food establishment for pre-packaged foods; and (5) LESSEE's satisfaction with the inspection report of an inspection of the property by LESSEE's architect or other inspector.

#### ARTICLE IV (Rent)

Commencing on the Rent Commencement Date, the LESSEE shall, for the first year of this Lease, pay to the LESSOR on or before the first day of each month, in advance, base rent in monthly installments of an amount equal to \$3,333.33 per month. On the first anniversary of the Rent Commencement Date and on each year thereafter during the original Term, the base rent amount shall remain the same, \$3,333.33 per month. Any and all base rent due to LESSOR during the Term is hereinafter referred to as the "Base Rent", and Base Rent together with other periodic payments required to be paid by LESSEE to LESSOR hereunder are sometimes collectively referred to as "Rent".

For the purposes of this Lease, the "Rent Commencement Date" shall be ~~June~~April 1, 2019 or first day of the first (1<sup>st</sup>) month following the date on which LESSOR provides factually correct written notice to LESSEE that the LESSOR's Work is completed.

#### ARTICLE V (Security Deposit)

Upon the execution of this Lease, LESSEE shall deposit with LESSOR an amount of \$6,666.67 (the "Security Deposit") and in addition first (1<sup>st</sup>) months' rent in the amount of \$3,333.33 for a total deposit of \$10,000.00. LESSOR may, at its option upon the occurrence and during the continuation of an Event of Default (as defined in Article XX), apply all or part of the Security Deposit to any unpaid Rent or other charges due from LESSEE, cure any other defaults of LESSEE, or compensate LESSOR for any loss or damage which LESSOR may suffer due to LESSEE's default. If LESSOR shall so use any part of the Security Deposit, LESSEE shall restore the Security Deposit to its full amount within ten (10) days after LESSOR's request. No interest shall be paid on the Security Deposit, no trust relationship is created herein between LESSOR and LESSEE with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of LESSOR. Within thirty (30) days of the expiration or termination of this Lease not resulting from LESSEE's default, and after LESSEE shall have

vacated the Leased Premises in the manner required by this Lease, LESSOR shall pay to LESSEE any balance of the Security Deposit not applied pursuant to this Article.

#### **ARTICLE VI (Taxes)**

LESSOR shall pay any municipal real property taxes assessed against the Leased Premises and the Property and sewerage taxes, betterments, and any and all other taxes (collectively, the "Taxes") due and payable beginning with the Effective Date and continuing until the end of Fiscal Year 2019 (June 30, 2019). Beginning with Fiscal Year 2020 (beginning July 1, 2019), LESSEE shall pay to LESSOR LESSEE's Proportionate Share (as defined herein) of any increases in Taxes over Taxes due for the Fiscal Year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases. LESSOR shall elect to pay any betterment assessment over the longest permissible period to time and only the portion thereof allocable to each Fiscal Year after Fiscal Year 2019 shall be included in Taxes hereunder.

As used in this Lease, "LESSEE's Proportionate Share" shall equal 100%, based on the ratio of the rentable floor area of the Leased Premises to the total rentable floor area contained in the Building. LESSOR represents that the floor area of the Leased Premises consists of 3,500 rentable square feet and that the floor area of the Building consists of 3,500 rentable square feet, each as determined by LESSOR using the same methodology. LESSEE reserves the right to confirm LESSOR's measurement of the Leased Premises following completion of LESSOR's Work. Upon certification by LESSEE's architect or other professional measuring the Leased Premises, the rentable floor area of the Leased Premises shall be revised, together with the Base Rent and all applicable provisions of this Lease based thereon.

#### **ARTICLE VII (Utilities)**

Commencing with the Effective Date, LESSEE shall pay for all LESSEE'S utilities directly to Utility Companies as measured by a separate meter for the Leased Premises. In the event that utilities cannot be separately metered, LESSEE shall pay its proportionate share of the utilities as part of the Operating Expenses hereunder all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the source from which they are usually obtained for said Leased Premises, or to any cause beyond the LESSOR's control. In the event of any such interruption, LESSOR shall use diligent good faith efforts to restore all such utilities and other services to full operation as soon as reasonably possible. No plumbing, construction or electrical work of any type shall be done without LESSOR's prior written approval and appropriate permits.

#### **ARTICLE VIII (Operating Expenses)**

Beginning January 1, 2020, LESSEE shall pay to LESSOR LESSEE's Proportionate Share of any costs associated with Operating Expenses (as defined below) to the extent that they exceed the amount equal to the total Operating Expenses for calendar year 2019. LESSOR shall provide LESSEE with sufficient documentation evidencing any such increases.



The term "Operating Expenses" shall mean all of the expenses and costs incurred by LESSOR in connection with the operation, repair, maintenance, protection and management of the Building and Property, including utilities if not separately metered, but shall not include any expense incurred by LESSOR to provide any service to a specific tenant of the Building that is not generally provided to the other tenants of the Building. LESSEE is responsible for its own janitorial and snow plowing/removal. LESSOR will be responsible for anything structurally related to the Building and the HVAC. Damage and repair to the interior of the Building and doors is the LESSEE's responsibility.

#### **ARTICLE IX (Use of Leased Premises)**

LESSEE shall use the Leased Premises only for retail use, crafts and maker space, lawful uses ancillary thereto (sometimes referred to herein as the "Permitted Use"). LESSEE shall have unlimited, 24 hour-a-day, 7 days per week access to the Leased Premises and all portions of the Building and/or the Property necessary to access and use the Leased Premises so that LESSEE may conduct its business in an efficient manner.

#### **ARTICLE X (Common Areas)**

LESSOR shall maintain the common areas of the Building and/or the Property in good order, condition, and repair at LESSOR's sole cost and expense without further contribution from LESSEE beyond its payment of Base Rent.

#### **ARTICLE XI (Insurance)**

(a) LESSEE Insurance. LESSEE shall obtain and keep in full force during the Term the following coverage: (a) policy of commercial general liability insurance (including personal injury, broad form contractual liability, broad form property damage, and products liability), naming LESSOR as an additional insured, with minimum limits per occurrence of not less than Two Million Dollars (\$2,000,000), combined single limit and aggregate on an occurrence form, (b) an automobile liability policy (including all owned, hired or non-owned vehicles) naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, with minimum limits per occurrence of not less than One Million Dollars (\$1,000,000), combined single limit and aggregate on an occurrence form, (c) special form of coverage, including vandalism and malicious mischief theft and water damage in an amount equal to the actual cash value of LESSEE's personal property naming LESSOR and LESSOR's mortgagee or mortgagees, as the case may be, as additional insureds, and (d) worker's compensation insurance as required by applicable federal or state law.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, LESSOR and LESSEE each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Leased Premises or the Property or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by LESSOR and LESSEE, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents,

employees, licensees, or invitees. LESSOR and LESSEE covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto.

#### **ARTICLE XII (Maintenance of Leased Premises)**

The LESSEE agrees to maintain the Leased Premises including by making routine, non-capital repairs to all plumbing, electrical, heating, cooling and ventilation systems located within and serving exclusively the Leased Premises, in the same condition as they are at the Effective Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty excepted. LESSEE shall maintain and keep in force, at LESSEE's sole expense, all licenses, inspections and permits, if any, required by any governmental authority in connection with the occupation or use of the Leased Premises. The LESSEE shall not knowingly permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall be required to obtain the consent of LESSOR to erect any sign on the Leased Premises (in compliance with applicable law), which shall be situated outside of the Leased Premises. LESSEE shall be solely responsible for the maintenance and upkeep of the Leased Premises, including within LESSEE's responsibilities, cleanliness, safety, timely removal of all trash and debris, and overall neatness and shall hire (or perform) its own daily cleaning service.

#### **ARTICLE XIII (Alterations, Improvements and Trade Fixtures)**

LESSEE shall not make any alterations, installations, changes, additions or improvements in or to the Leased Premises without first having obtained LESSOR's written consent thereto, which consent may not be unreasonably withheld or delayed. All such alterations and other improvements shall be made at LESSEE's sole expense and shall become the property of the LESSOR and be surrendered with the Leased Premises upon the expiration of this Lease, unless and to the extent that LESSOR shall specify to the contrary simultaneously with granting any approvals therefor required under this Article. LESSEE hereby agrees to indemnify and hold LESSOR harmless from any and all claims, costs, demands and expenses resulting from such work performed in the Leased Premises by LESSEE.

LESSEE's furniture, equipment and supplies shall remain the property of LESSEE, even if affixed to the Leased Premises, and such furniture, equipment and supplies may be removed by LESSEE (and shall be so removed by LESSEE if so directed by LESSOR) at or prior to the expiration or prior termination of this Lease and LESSEE shall repair any damage to the Leased Premises resulting from such removal. All alterations, installations, changes, replacements, additions to or improvements upon the Leased Premises made without LESSOR's consent (exclusive of wholly cosmetic improvements) shall likewise at the election of LESSOR remain upon the Leased Premises and be surrendered, or removed, as aforesaid.

#### **ARTICLE XIV (Parking)**

At no cost to LESSEE, LESSEE shall have the right to use the onsite parking spaces in the parking lot of the Building as designated in Exhibit C and shall have unlimited, 24 hour-a-day, 7 days per week access to such parking spaces.

#### **ARTICLE XV (Access)**

The LESSOR or agents of the LESSOR may, at reasonable times with twenty-four (24) hours' notice, except in cases of emergency, enter the Leased Premises for any reasonable purpose, including to inspect or make repairs and alterations as LESSOR should elect to do. LESSOR may also show the Leased Premises to prospective tenants, at any time within six (6) months before the expiration of the Term.

#### **ARTICLE XVI (Compliance with Laws)**

LESSEE shall make all non-structural repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority pertaining to LESSEE's specific use or manner of use of the Leased Premises; keep the Leased Premises equipped with all safety equipment so required; pay all municipal, county, or state taxes assessed against personal property of any kind of the LESSEE; and comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Leased Premises, and the condition, improvement, use or occupancy thereof, except that LESSEE may defer compliance so long as the validity of any such order, regulation, code, ordinance or law shall be contested by LESSEE in good faith and by appropriate legal proceedings, provided LESSEE first gives LESSOR appropriate assurance reasonable satisfactory to LESSOR against any loss, cost or expense on account thereof and either a cash deposit or a bond equal to any potential loss, cost or expense to LESSOR, and provided such contest shall not subject LESSOR to criminal penalties or civil sanctions, loss of property or material civil liability.

#### **ARTICLE XVII (Indemnification and Liability)**

Upon notice and demand by LESSOR, LESSEE agrees to indemnify, defend and hold LESSOR and its shareholders, directors, managers, members, officers, employees, other agents and affiliates ("LESSOR Indemnitees") harmless from and against any and all losses, injuries, claims, demands, liabilities, obligations, suits, penalties, forfeitures, costs and expenses of every type or kind, including reasonable attorneys' fees actually incurred, disbursements and costs of investigation which are imposed upon, incurred by or asserted against LESSOR Indemnitees to the extent resulting from (i) the negligent act or omission or willful misconduct of LESSEE or any officer, employee or agent under the control or supervision of LESSEE, (ii) any injury to any party occurring at the Leased Premises, (iii) the violation of any applicable law, regulation or rule by LESSEE or any officer, employee or agent under the control or supervision of LESSEE or (iv) the violation by LESSEE of any provision of this Lease, except to the extent such claims, demands, causes of action, suits, proceedings or liabilities are attributable to the negligence or willful misconduct of any of the LESSOR Indemnitees. The provisions of this Article XVI shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE XVIII (Casualty and Taking)**

Should a substantial portion of the Leased Premises (or any portion of the Building or Property necessary to access the Leased Premises or reasonably use the same as contemplated hereby) be

substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSEE may elect to terminate this lease by giving written notice of that effect to LESSOR within thirty (30) days after such occurrence. Any apportionment or adjustment of Rent shall be as of the time of termination (subject to abatement as of the damage as hereinafter provided). As used in this Article, the word "substantial" shall mean twenty-five percent (25%) or more of the Leased Premises or damage to the Leased Premises or Building that is reasonably established to require in excess of ninety (90) days to restore. LESSEE may also terminate this Lease if LESSOR fails to fully restore the Leased Premises (and portions of the Building necessary to access or use the Leased Premises) within one hundred fifty (150) days of the damage or if any damage to the Leased Premises occurs during the last 12 months of the Term that is reasonably established to require in excess of thirty (30) days to restore. When such fire, casualty, or taking renders any portion of the Leased Premises unsuitable for their intended use, a just and proportionate abatement of Rent shall be made and the LESSOR shall, forthwith and diligently, restore the Leased Premises to its prior condition, suitable for its intended use as contemplated under the Lease.

Without limitation, in no event, however, need LESSOR restore any portion of the Building (exclusive of the Leased Premises) which is not necessary to access the Leased Premises and not necessary for the use and enjoyment of the Leased Premises by LESSEE.

#### **ARTICLE XIX (Eminent Domain)**

If the whole or any part of the Leased Premises shall be taken or condemned for public or quasi-public use or purpose by any competent authority, or conveyed in lieu thereof (a "Taking"), LESSEE shall have no claim against LESSOR and shall not have any claim or right to any portion of any amount that may be awarded as damages or paid as a result of such taking; and all rights of the LESSEE to damages therefor, if any, are hereby assigned by the LESSEE to the LESSOR. Upon such Taking, if the Term of this Lease shall terminate, LESSEE shall have no claims against the LESSOR for the value of any unexpired term of this Lease. LESSEE, however, shall be entitled to claim, prove and receive in a condemnation proceeding such awards as may be allowed for damages to or the Taking of fixtures, equipment and other personal property installed by it and which is herein permitted to remove from the Leased Premises at the end of the Term and any moving expenses, but only if such awards shall be separately awarded in addition to (and not out of or in diminution of) the award made to LESSOR.

#### **ARTICLE XX (Default and Bankruptcy)**

In the event that (each an "Event of Default"):

- (a) The LESSEE shall fail to pay any installment of Rent, or other sum herein specified, and such default shall continue for five (5) days after written notice thereof, however, such notice shall only be required to be given once in any twelve (12) month period and following such one notice, no further notices of such failure shall be required to constitute a default during such twelve month period; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

(d) The LESSEE shall file or there shall be filed against LESSEE a petition in bankruptcy or reorganization or for an arrangement for the benefit of creditors under any Article or chapter of the United States bankruptcy laws or under any similar law or statute of any State which is not dismissed within sixty (60) days of any involuntary filing; or

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE.

Upon the occurrence and during the continuation of any such Event of Default, LESSOR may terminate this Lease by written notice to LESSEE, specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease and LESSEE will then quit and surrender the Leased Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided. In the event LESSEE fails to surrender the Leased Premises, the LESSOR shall re-enter and take complete possession of the Leased Premises, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of any Rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of Rent and other payments which the LESSOR may incur by reason of such termination during the residue of the Term. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connecting therewith, including but not limited to, reasonable attorney's fees for instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the prime rate then published in The Wall Street Journal plus three percent (3%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent (the "Additional Rent").

The LESSEE covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by the LESSOR, whether by summary proceedings (and the LESSEE hereby expressly waives any notice to quit possession of the Leased Premises prior to the institution of such summary proceedings), termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of Base Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the LESSOR had not entered or re-entered, as aforesaid, and whether the Leased Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, and for the whole thereof. Additionally, LESSEE shall be responsible for the unamortized cost of the LESSOR's Work Value for the remainder of the Term. To induce the LESSOR to enter into this Lease, the LESSEE hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the LESSOR against the LESSEE on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the LESSOR and the LESSEE and the LESSEE's use and occupancy of the Leased Premises and/or any claim of injury or damage.

Nothing contained in this Lease shall, however, limit or prejudice the right of LESSOR to prove for and obtain in proceeding under any federal or state law relating to bankruptcy or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

Any and all rights and remedies which LESSOR may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Any consent or permission by LESSOR to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by LESSOR of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or except as to the specific instance, operate to permit similar acts or omissions. The failure of LESSOR to seek redress for violation or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by LESSOR of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach or covenant of this Lease and shall not be deemed to have been a waiver of such breach by LESSOR unless such waiver is in writing signed by the LESSOR. No consent or waiver, express or implied, by LESSOR to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

#### **ARTICLE XXI (Notice)**

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served as of the date sent, by registered or certified mail, return receipt requested, postage prepaid, or via hand delivery or via a recognized next business day delivery service and addressed as follows:

If to the LESSEE:                      Brokk and Eitri LLC  
    691 Worcester Road  
    Natick, MA 01760  
    Attn: Laura Cusson

with a copy to:                        Maurice J. Ringel, Esq.  
    Ringel Law, PC  
    399 Chestnut Street  
    Needham, MA 02492

If to the LESSOR:                      Boston India Realty, LLC

679 Worcester Road  
Natick, MA 01760  
Attn: Mr. Deep Deshpande

#### **ARTICLE XXII (Surrender)**

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the Effective Date, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEES' property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to exercise LESSOR's rights under Article XIII above.

For each day after the expiration of the Term, or the earlier termination of this Lease, and prior to LESSEE's performance of its obligations to yield up the Leased Premises under this Article, LESSEE shall pay to LESSOR as Rent an amount equal to one hundred fifty percent (150%) of the Base Rent computed on a daily basis, together with all Additional Rent payable with respect to each such day. LESSEE shall further indemnify LESSOR against all loss by the payment of reasonable costs and, if LESSOR notifies LESSEE of LESSOR's agreement with another party to occupy the Leased Premises and LESSEE fails to vacate within fifteen (15) days of such notice, any damages resulting from LESSEE's delay in surrendering the Leased Premises as above provided.

#### **ARTICLE XXIII (Brokerage)**

Both parties warrant and represent that they have had no dealing with any broker or agent in connection with this Lease except Avison Young whose commission shall be paid by LESSOR per separate agreement.

#### **ARTICLE XXIV (Other Provisions)**

- A. **Assignment**: This Lease may only be assigned or sublet by LESSEE upon the prior written consent of LESSOR, which shall not be unreasonably withheld or delayed. Any net profits resulting from an assignment or sublease shall be split evenly between LESSOR and LESSEE. LESSEE shall pay LESSOR one half of any such excess within thirty (30) days after LESSEE's receipt of such excess consideration after deducting from the excess all reasonable and customary expenses directly incurred by LESSEE attributable to the sublease or assignment.

- B. **Lease Not to be Recorded:** LESSEE agrees that it will not record this Lease. Both parties shall execute and deliver a Notice of Lease and record same in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease.
- C. **Applicable Law and Construction:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or enforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provisions, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplished the original intention of the parties.
- D. **No Other Agreements:** There are no oral or written agreements between LESSOR and LESSEE affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by LESSOR and LESSEE.
- E. **No Representations by LESSOR:** Neither LESSOR nor any agent of LESSOR has made any representations or promises with respect to the Leased Premises except as herein are expressly set forth and no rights, privileges, easements or licenses are granted to LESSEE except as herein expressly set forth.
- F. **Headings and Article Numbers:** The headings and article numbers are contained herein are for convenience only and shall not be considered in construing this lease.
- G. **Signage:** LESSEE shall, at LESSEE's cost, have building standard listings on all lobby and building directories. After obtaining LESSOR's written approval, LESSEE may install exterior building signage subject to applicable law including but not limited to the bylaws of the Town of Natick.
- H. **Covenant of Quiet Enjoyment.** Subject to the terms and conditions of this Lease, on payment of the Base Rent and Additional Rent and observing, keeping and performing all of the other terms and conditions of this Lease on LESSEE's part to be observed, kept and performed, LESSEE shall lawfully, peaceably and quietly enjoy the Leased Premises during the Term hereof, without hindrance or ejection by LESSOR or any persons lawfully claiming under LESSOR to have title to the Leased Premises superior to LESSEE.
- I. **Multiple Counterparts; Entire Agreement.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Lease constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof and thereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not



expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

- J. **"LESSOR" and "LESSEE":** The words "LESSOR" and "LESSEE" appearing in this Lease shall be construed to mean those named in Article One and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively. If there be more than one LESSEE, the obligations imposed by this Lease upon LESSEE shall be joint and several.
- K. **Rules and Regulations:** Lessee shall comply and shall cause its employees, agents, and invitees to comply with the rules and regulations promulgated by LESSOR and such other reasonable rules and regulations as LESSOR shall from time to time establish for the proper regulation of the Building, provided that LESSOR gives LESSEE reasonable advance notice to LESSEE of such other rules and regulations.

*Signature page follows.*

**IN WITNESS WHEREOF**, the LESSOR and LESSEE have hereunto set their hands and common seals this 29 day of March, 2019.

**LESSOR:**

Boston India Realty, LLC

By: 

Name:

Title:

DEEP SUDHAKAR  
OWNER.

**LESSEE:**

Brokk and Eitri, LLC

By: 

Name: Jeffrey Cusson

Title:

Manager

By: 

Name: Laura Cusson

Title:

Manager

**Exhibit A**

**[Plan Showing Leased Premises]**

**Exhibit B**  
**(LESSOR's Work)**

In addition to delivering the Leased Premises in AS-IS condition, LESSOR shall make the following improvements to the Property at its own cost and expense.

- Landscaping of entire property to clean up exterior image
- Repaint parking lot lines
- Repair Route 9 signage (fix it because it is tilted)
- Ensure lighting of signage is in good working order (if there is lighting)
- Ensure the building mechanical systems, HVAC, and electric panel is in good working order
- Ensure proper exterior building lighting in accordance with the Town requirements.

**Exhibit C  
(Parking Plan)**

architecture + design  
51 Melcher Street Boston, MA 02210  
O 617.520.4950 M 617.792.6162



**BROKK AND EITRI**  
691 WORCESTER STREET  
NATICK, MA 01760

## SCHEMATIC DESIGN

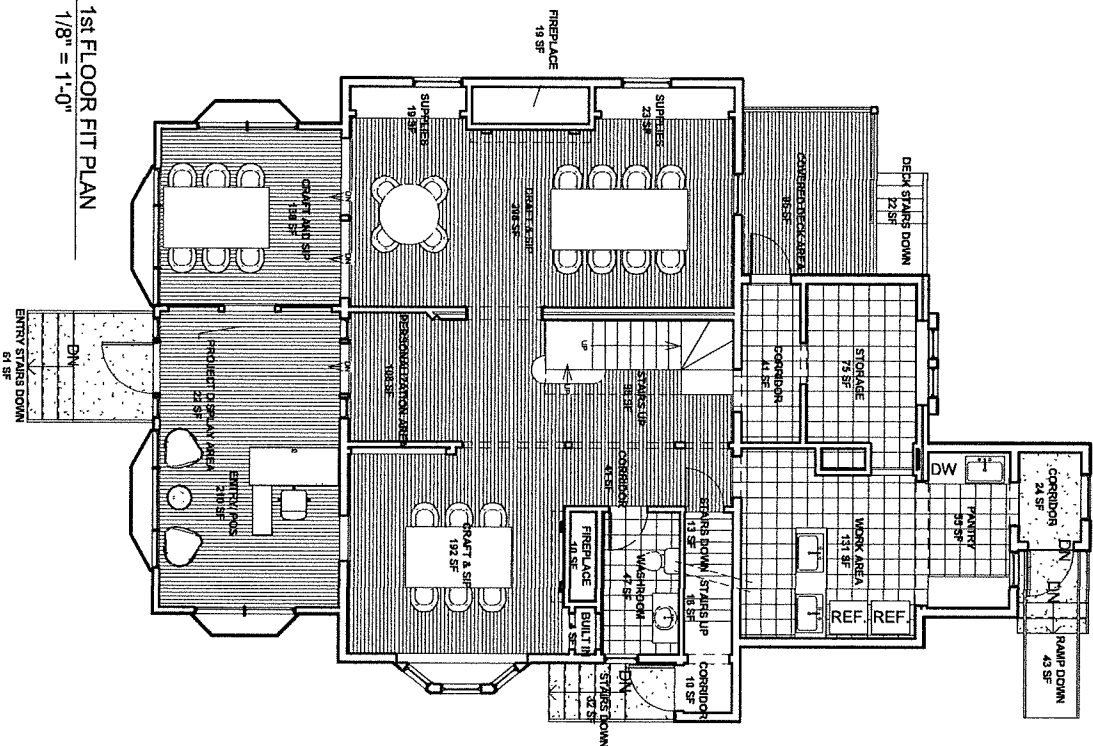
BROKK AND EITRI

Project number	19015
Date	03.05.2019

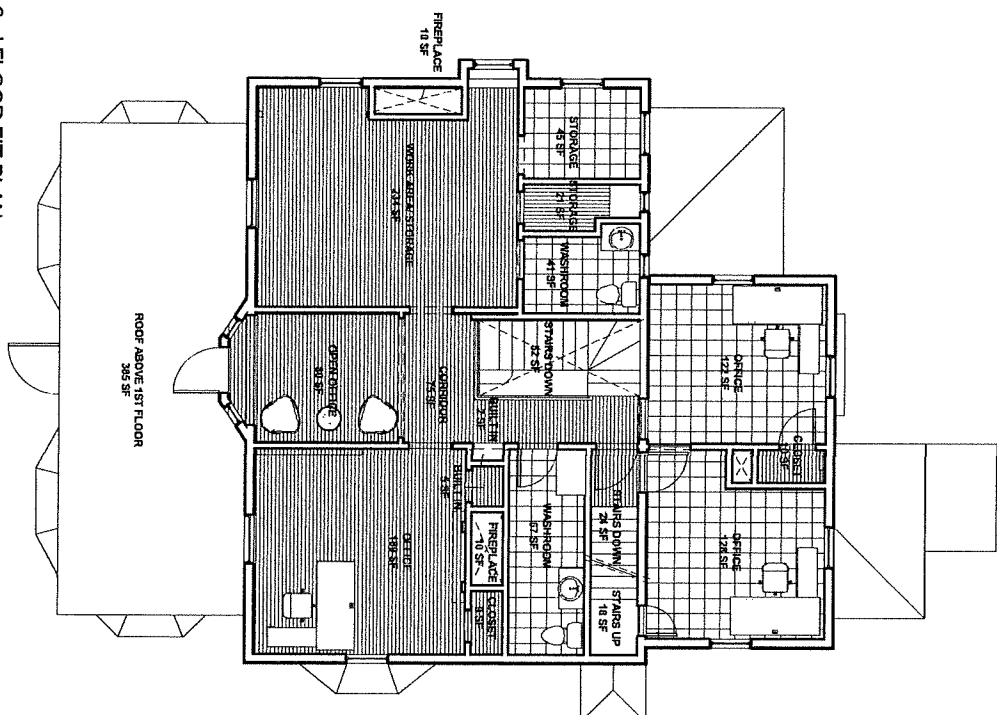
Drawn by STM

SD-01

1 1st FLOOR FIT PLAN  
1/8" = 1'-0"



2 2nd FLOOR FIT PLAN  
1/8" = 1'-0"





4/4/19



Accounts

Transfers

Bill Pay

Debit Cards

Settings

Support

Messages

Feedback

BROCK AND EITR LLC

● Checking \*7978  
FREE BUSINESS CKG

Current Balance Available Balance  
\$32,578.68 \$32,578.68

Activity

Statements

Services

Alerts

Details

Search keyword, amount or date

Filter

☐ Show Scheduled Transactions ☐ Show Transaction Categories

Download

Print

Date	Description	Amount	Balance
In Process	Preauthorized Credit Stripe	+\$141.76	32,578.68
Apr 3, 2019	Preauthorized Credit Stripe	+\$129.33	32,436.92
Apr 2, 2019	Electronic Bill Pay Hartford Insurance	-\$183.44	32,307.59
Apr 2, 2019	Electronic Bill Pay Ringel Law	-\$140.00	32,491.03
Apr 2, 2019	Atm Deposit	+\$20,000.00	32,631.03
Apr 1, 2019	Preauthorized Credit Stripe	+\$16.87	12,631.03
Mar 27, 2019	Preauthorized Credit Stripe	+\$333.78	12,614.16
Mar 26, 2019	Electronic Payment Deluxe Check	-\$31.00	12,280.38





Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

---

**Re:**

1 message

---

**Brian Lauzon** <[lauzon@natickpolice.com](mailto:lauzon@natickpolice.com)>

Fri, May 10, 2019 at 2:58 AM

To: Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

Donna,

I have met with the applicant and discussed her proposal in detail. At this time we would recommend that the BOS approve this request, but as this is a "Restaurant" license to sell beer and wine on premise, we feel food options beyond what the applicant proposed to me (pre-packaged popcorn and pretzels) should be required particularly since the applicant anticipates customers being on site for 3 1/2 hours or more. I did ask the applicant to consider something consistent with what another similar business in Natick Center had offered for food options along with what the Belkin Farm Tap Room does. The building in question is sited at Rt.9 west and Wethersfield Road, so i would anticipate most customers driving not walking or biking. Pulling out onto Rt.9 at this location can be difficult during many hours of the day and night for any driver given the speed and volume of traffic.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 9, 2019 at 9:35 AM Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:

Donna Donovan  
Senior Executive Assistant  
Town of Natick  
508-647-6410

---

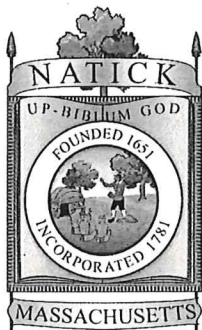
**ITEM TITLE:** Brokk and Eitri, LLC: Application for a Common Victualer's License

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Application	5/23/2019	Cover Memo
Police Recommendation as per Alcohol License Application	5/23/2019	Cover Memo



<b>Office Use Only:</b>		
Date Pmt Rec'd: <u>7-16</u>	Fee Paid: \$ <u>100</u>	Check No: <u>151</u>
Police Department approval issued	<input type="checkbox"/>	Notes: _____
Meets applicable zoning bylaws	<input type="checkbox"/>	_____
Certificate of Occupancy issued	<input type="checkbox"/>	_____
Board of Health Permits issued	<input type="checkbox"/>	_____
Board of Selectmen Decision Date _____		
Approved <input type="checkbox"/> Denied <input type="checkbox"/>		

## TOWN OF NATICK

### COMMON VICTUALER LICENSE APPLICATION

*(Type or print clearly; illegible applications will not be accepted)*

For Calendar Year: 2019 Date Submitted: 4-16-19 Fee: \$100.00

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

☐ Common Victualer License Only

☒ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application (Licensee):

Laura Cusson, brokkand eitri, LLC

Name of Establishment (d/b/a) brokk + eitri

Address of Establishment 691 Worcester St

Mailing address (if different from establishment) 39 Rockland St

Contact Person (to whom ALL licensing information will be sent, including renewal notice and license)

Laura Cusson

Email Address Laura@brokkandeitri.com Phone 617-650-0221

Manager of Establishment Laura Cusson

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

If Business is a Corporation, Corporate Name and Officers \_\_\_\_\_

If Business is an LLC, List of Members Jeffrey Cusson, Laura Cusson

Establishment's Days and Hours of Operation Sun-Sa, 8am-11pm

Number of Staff 6-8

Number of Seats 24

Has a Certificate of Occupancy been issued? \_\_\_\_\_

If not, expected date of issuance \_\_\_\_\_

Have Board of Health Permits been issued? \_\_\_\_\_

If not, expected date of issuance \_\_\_\_\_

**Additional Information Requested by the Town of Natick Police Department for Background Check:**

Applicant's Social Security Number or Employee I.D. Number \_\_\_\_\_

Date of Birth 7-24-79

Laure M. Cosson

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

**Tax Attestation:** Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Print Name of Applicant or Corporate Officer Laurem. Cosson

Signature of Applicant or Corporate Officer Laurem. Cosson

Date 4-16-19

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at [natickma.gov](http://natickma.gov): click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. Proof of Workers Compensation Insurance (if applicable)
2. Workers' Compensation Insurance Affidavit
3. Set of floor plans and site plan\*\*\* (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
4. List of equipment and estimated cost\*\*\*
5. Copy of Bill of Sale or Lease Agreement\*\*\*
6. If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members\*\*\*
7. \$100.00 Application fee (checks made payable to the Town of Natick)

\*\*\* New Applicants Only (see exception for item #3)

# BRØKK + EITRI

## Proposed Equipment for Common Victualer's License

Lamber DSP3 30 Rack/Hr Undercounter Glass Washer, High Temperature Sanitizing w/ Booster \$1795

27" 1 Glass Door Reach-in Refrigerator \$1594



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2019

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

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

<b>PRODUCER</b> Strategic Insurance Solutions, Inc. 2000 Commonwealth Avenue  Newton MA 02466		<b>CONTACT NAME:</b> Linda Edgemon <b>PHONE (A/C, No, Ext):</b> (617) 558-7100 122 <b>FAX (A/C, No):</b> (781) 459-8282 <b>E-MAIL ADDRESS:</b> le@strategicinsure.com																						
<b>INSURED</b> Brokk and Eitri LLC 691 Worcester Street  Natick MA 01760		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Twin City Fire Insurance Co</td><td>29459</td></tr><tr><td>INSURER B:</td><td>Hartford Insurance Company</td><td>21822</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance Co	29459	INSURER B:	Hartford Insurance Company	21822	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

## COVERAGES

CERTIFICATE NUMBER: CL1941204652

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBAAC2467	11/14/2018	11/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HRDBB \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

## CERTIFICATE HOLDER

Town of Natick 13 East Central Street  Natick MA 01760	<b>CANCELLATION</b>  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  

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ADDITIONAL COVERAGES

Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description EPLI	Coverage Code EPLI	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description CBRFX	Coverage Code CBRFX	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

---

**Re:**

1 message

---

**Brian Lauzon** <[lauzon@natickpolice.com](mailto:lauzon@natickpolice.com)>  
To: Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

Fri, May 10, 2019 at 2:58 AM

Donna,

I have met with the applicant and discussed her proposal in detail. At this time we would recommend that the BOS approve this request, but as this is a "Restaurant" license to sell beer and wine on premise, we feel food options beyond what the applicant proposed to me (pre-packaged popcorn and pretzels) should be required particularly since the applicant anticipates customers being on site for 3 1/2 hours or more. I did ask the applicant to consider something consistent with what another similar business in Natick Center had offered for food options along with what the Belkin Farm Tap Room does. The building in question is sited at Rt.9 west and Wethersfield Road, so i would anticipate most customers driving not walking or biking. Pulling out onto Rt.9 at this location can be difficult during many hours of the day and night for any driver given the speed and volume of traffic.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 9, 2019 at 9:35 AM Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:

Donna Donovan  
Senior Executive Assistant  
Town of Natick  
508-647-6410



---

**ITEM TITLE:** Public Hearing-Smashburger: Application for S. 12 Wine and Malt License  
**ITEM SUMMARY:** Public Hearing will be opened and continued to the 6/10/19 Selectmen's Meeting

---

**ATTACHMENTS:**

Description	Upload Date	Type
Hearing Notice	5/23/2019	Cover Memo

TOWN OF NATICK

PUBLIC HEARING NOTICE

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that The Board of Selectmen will hold and conduct a public hearing on Tuesday, May 28, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of a S12 Restaurant Wine and Malt license for Smashburger Acquisition – Boston LLC d/b/a Smashburger #1707 (Frances Santos, Manager) located at 1298 Worcester Street. The premises consist of 2,345 s.f. on one floor with one entrance and one exit. Seating capacity is 61 and total occupancy is 121.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Jonathan Freedman, Clerk

---

**ITEM TITLE:** Natick Historical Commission Chair: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign (Public Hearing Required)

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposal to Rename Navy Yard Park-S. Evers, Historical Commission Chair	5/22/2019	Cover Memo
Naming a Public Place Policy	9/18/2017	Cover Memo
Community & Economic Development Opinion	5/28/2019	Cover Memo



## Natick Historical Commission

Natick, Massachusetts 01760

Home of Champions

c/o 1 Frost Street

Natick, MA 01760

Dec. 12, 2018

Karen Partanen  
Town of Natick  
Recreation and Parks, Director  
179 Boden Lane  
Natick Ma.  
01760

RE; WHITNEY FIELD AT NAVY YARD

Dear Karen,

As requested by Martha White, former Town Administrator, The Natick Historical Commission proposes the following sign message for an historically appropriate re-naming of the Park from "Navy Yard Park" to "Whitney Field at The Navy Yard". A reasonable size sign should be permanently installed in a prominent location with the following narrative:

### WHITNEY FIELD AT THE NAVY YARD

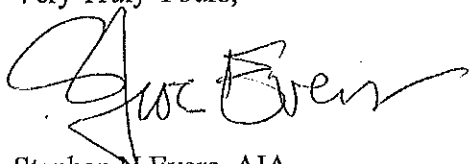
"Whitney Field is a gift to the inhabitants of Natick by one of its oldest and most prominent families. The entire neighborhood, known as "The Navy Yard" today, was once the estate of Captain George Whitney and his seven sons. He served in the American Revolution, farmed this land and served as a Natick Selectman. His descendants supplied leather for Natick's shoe industry, established a lime manufactory and also served as Selectman.

The Navy Yard, once an all Irish neighborhood when Natick shoe manufacturing peaked during the 19<sup>th</sup> Century, was called so by the Irish slang of "navvy", short for unskilled laborers. Americanized over the years to Navy Yard, the neighborhood remains on the land once solely owned by the Whitney family."

I propose that I get before the Board of Selectmen with this proposal, especially regarding the historical name change request sometime this winter. Let me know if you have the funds for the proposed narrative sign, if not, I will go digging. Also let me know if any of the Parks and Rec folks have comment on the name change proposal or content of this plaque.

If you have any questions regarding this proposal I can be reached via cell phone at 508.254.2017 if you have any questions regarding this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Stephen Evers", with a stylized flourish at the end.

Stephen N Evers, AIA  
Chairman

## NAMING OF PUBLIC PLACES

Upon receipt of a request to name a public place in memory of a Natick resident, the Board of Selectmen shall:

1. Solicit the opinion of the Natick Historical Commission and the Community Development Office regarding the historical impact, if any, of the proposed naming;
2. With the opinion of the Historical Commission and Community Development in hand, the Board schedules a public hearing;
3. After closing the public hearing, the Board votes on the request.

### BOARD OF SELECTMEN

Paul R. McKinley, Chairman

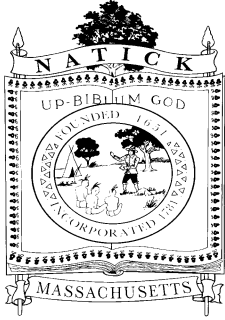
Jeffrey A. Stern, Vice-Chairman

John Ciccariello, Clerk

Jay H. Ball

Charles M. Hughes

Adopted: August 19, 2002



## COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

### MEMORANDUM

**TO:** Michael Hickey, Chair, Natick Board of Selectmen

**FROM:** Jamie Errickson, Director

**DATE:** May 27, 2019

**RE:** Proposed renaming of Navy Yard Field

---

Per town bylaw requirements, Community and Economic Development is asked to provide an opinion/recommendation regarding the proposed renaming of the Navy Yard Field.

From a community and development perspective, there are no conflicts or issues with considering the renaming of the Navy Yard Field. The recommendation from this office is to consider the renaming of the Navy Yard Field with the entire community in mind, and through a fair and transparent process.

Thank you.

---

**ITEM TITLE:**        Camp Arrowhead MOA & Reopening  
**ITEM SUMMARY:**

---



---

**ITEM TITLE:** Authorize Chair to Sign Comment Letter RE 2020-2024 Capital Improvement Plan  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

Description	Upload Date	Type
Draft Letter	5/23/2019	Cover Memo

May 28, 2019

Ms. Stephanie Pollack  
Secretary of Transportation  
Massachusetts Department of Transportation  
10 Park Plaza, Suite 4160  
Boston, MA 02116

Mr. Steve Poftak  
General Manager  
Massachusetts Bay Transportation Authority  
10 Park Plaza, Suite 3910  
Boston, MA 02116

**RE: 2020-2024 Capital Improvement Plan Comments**

Dear Secretary Pollack and General Manager Poftak:

Thank you for considering these comments offered on behalf of the Town of Natick for the FY 2020-2024 MassDOT/MBTA Capital Investment Plan. Transportation is critical to the well-being of our community and region, and the Town greatly appreciates the partnership of MassDOT and the MBTA in advancing many important transportation initiatives that affect Natick residents, workforce, employers and visitors.

The Town recently completed a Comprehensive Master Plan, Natick 2030+. As we work towards implementation, we anticipate that transportation investments and services will be a high priority.

Our specific comments on the CIP are below.

- Thank you for funding construction for accessibility at the Natick Center MBTA Station, a project initiated by the Town in 2012. The Town is pleased to continue to work with the MBTA to advance this important project as an accessibility initiative that will make this important station better able to serve all users. Users of this station primarily connect on foot, by bike, on the MetroWest RTA, or pickup/drop-off, with very limited dedicated commuter parking. As you may know, the station presents challenges due to topography

and a tight project area, including an important Natick veterans' memorial park. We note the hard work and dedication of the entire project team.

- In a January 22 letter to the General Manager, the Town communicated its interest in expanded parking capacity at the West Natick MBTA Station. In the General Manager's February 25 reply, there was a willingness to review parking constraints and capacity on a station-by-station basis in relation to the Rail Vision study. We certainly welcome further discussions with a view towards the MBTA providing additional parking to satisfy ridership needs.
- We note that major projects previously funded through the Boston MPO Transportation Improvement Plan are on the CIP, including Route 27/North Main Street and the Cochituate Rail Trail, and we greatly appreciate the working partnership with MassDOT District 3. As you know, multi-use trails benefit from connectivity, so we are pleased to see the ongoing regional and statewide investment in trails projects that will ultimately serve people who use the CRT to access our commercial, employment, recreational and cultural destinations.
- We anticipate working closely with MassDOT District 3 to advance the Route 9/27 interchange replacement. This interchange is regionally important, and experiences high crash volumes attributable to its outdated design. This project is not yet on the CIP, and we will advocate for its inclusion as the design advances under the District's leadership.
- The Town has previously requested that MassDOT continue explore a multi-use path along the Route 9 right of way to facilitate ped/bike access from West Natick to the Cochituate Rail Trail, and for improved safety and connectivity in general. We have had meetings and discussions with District 3 on this project. While this has not yet advanced, it is of interest to the Town.
- The Town has met with MBTA and MassDOT staff to plan a future connection from the planned terminus of the Cochituate Rail Trail to the Natick Center MBTA Station, and we expect to initiate this project in 2019, seek design funding through MassTrails in 2020, and request it as a TIP project to be constructed immediately upon completion of the Natick Center MBTA Station, as this connection will be in high demand.
- Resurfacing projects for Route 9 should upgrade pedestrian facilities along the right of way, consistent with the state's Complete Streets policy.
- We note the inclusion of Worcester Line third track feasibility study, and request to be invited to a regional meeting to discuss this project at the appropriate time.
- As the Allston Multi-Modal project design advances, we request a regional meeting to share information and obtain public comment.
- A design process that includes improvements to the Speen Street/Route 30 interchange is well underway, with participation by Natick, Framingham and MassDOT. We expect to jointly advocate for design and construction when there is consensus on a preferred alternative.
- The level-funding of the Chapter 90 program is fundamentally inconsistent with the CIP's priority of maintaining existing assets and with sound capital planning. Restoring locally

owned roads is a high priority for the Town and its residents. Even with substantial local funding to effectively double the Town's annual Chapter 90 allocation, our pavement quality continues to deteriorate, presenting hazards to pedestrians, cyclists and motorists alike. We therefore urge the administration to allocate Chapter 90 funds at a level consistent with the stated goals of the CIP; at least double the existing annual appropriation of \$200 million.

- We similarly request additional resources for the Complete Streets program funding. Our annual requests are constrained by available funds; we have a substantial list of candidate projects in our Phase 1 study, and must be extremely selective in those we seek to advance.
- The Town has previously communicated a request that pedestrian and bicycle access at the location of the Spring Street Bridge be restored in the event that this structure, currently closed to access, is demolished. It is important to improve safe pedestrian and bicycle connectivity in our town center.

Thank you very much for your consideration of these concerns as the CIP is finalized. We always welcome the opportunity to discuss transportation investments and initiatives.

Sincerely,

Michael P. Hickey, Jr.

Chair, Natick Board of Selectmen

cc: State Representative David P. Linsky  
State Senator Karen E. Spilka  
State Senator Becca L. Rausch  
US Representative Katherine M. Clark

---

**ITEM TITLE:** Middlesex Path Dog Park

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo-Town Counsel 05/22/19	5/24/2019	Cover Memo
Town Counsel Opinion-07/29/16	5/24/2019	Cover Memo
ConCom Minutes-06/27/17	5/24/2019	Cover Memo
Memo to ConCom-V Parsons-2/13/18	5/24/2019	Cover Memo
Planning Board Special Permit Approval-5/14/18	5/24/2019	Cover Memo
Clerk's Notice of Judgment on Motion to Dismiss-3/8/19	5/24/2019	Cover Memo
Memo-M. White-03/12/15	5/24/2019	Cover Memo

# MEMORANDUM

To: Michael Hickey, Chair, Natick Board of Selectmen

CC: Melissa Malone, Town Administrator

From: Karis North

Re: Middlesex Path Dog Park

Date: May 22, 2019

---

## **Custody and Control of Dog Park Land**

The proposed Middlesex Path Dog Park ("Dog Park") land is owned by the Town and is under the custody and control of the Natick Conservation Commission ("Commission"), pursuant to two votes of Natick Town Meeting. The 1992 Natick Fall Annual Town Meeting voted under Article 24 to transfer to the Conservation Commission, "for conservation purposes pursuant to G.L. c. 40, Section 8C," the care custody, management and control of land including the land on which the Dog Park would be located. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer the care and custody of several parcels of land from the Board of Selectmen to the Conservation Commission "for conservation and passive recreation." These two articles were recorded in the Middlesex South Registry of Deeds on May 12, 2016. The Town Meeting votes and recording information were provided to you as attachments to the email from Ms. Nottonson, so I have not re-attached them here.

## **Review of Time Line**

The Dog Park has been subject to extensive review and comment within the Town of Natick, including legal review/opinions dating back to 2015 concerning the specific question under Article 97 raised by the neighbors (i.e., was the "change in use" a "disposition" of the land under Article 97. Some details of this review and timeline are set forth in a detailed memo from Conservation Agent Victoria Parsons dated February 13, 2018, which I attach as Exhibit A to this memo and which provides a comprehensive overview.

## **Article 97 Legal Opinions**

This office has provided several legal opinions concerning the status of the land proposed to be used for the Dog Park, vis a vis Article 97. The two most recent legal analyses (one by letter from John Flynn dated July 29, 2016 (Exhibit B) and one by email from myself to Matt Gardner and Victoria Parsons dated June 22, 2017) support a conclusion that a dog park use for the land is not a "change in use" such that Article 97 and the EEA's Land Disposition Policy is triggered, as a matter of law. In connection with that opinion, we provided advice that the Natick Conservation Commission should consider whether the Dog Park was a use of the conservation land under its custody

and control that was consistent with its mission. The Commission made such a finding, after a public meeting on the subject, as discussed below.

The June 22, 2017 legal opinion that the Dog Park is not a change in use under Article 97 is reproduced here as follows (it is also contained in the minutes of the Commission meeting discussed below):

1. "Change in use" under the EEA guidelines is a legal question. It is defined as a) any transfer or conveyance of ownership or other interests; b) any change in physical or legal control; and c) any change in use, in and to Article 97 land or interests in Article 97 land owned or held by the Commonwealth or its political subdivisions, whether by deed, easement, lease or any other instrument effectuating such transfer, conveyance or change. A revocable permit or license is not considered a disposition as long as no interest in real property is transferred to the permittee or licensee, and no change in control or use that is in conflict with the controlling agency's mission, as determined by the controlling agency, occurs thereby.

Currently, there are no plans to transfer or convey the ownership or other interests, or change the physical or legal control of the property. Thus items (a) and (b) above do not apply.

Item (c) only applies if there is a change in use of the land "deed, easement, lease, or other instrument effectuating such transfer, conveyance or change." That also does not apply to the facts here.

Thus, I have concluded (and John concurs) there is no change in use with the project as contemplated and discussed, so long as the project and the land remains under the custody, care, and control of the Conservation Commission. As you and Jamie and I discussed, that means the Commission is the agency that applies for any permits, and contracts with any vendors for design, construction, maintenance, etc.

This is different than "change in use" on the ground, as a factual matter. Obviously, creating a dog park out of currently unmanaged land is a "change in use" but it is not "change in use" as a matter of law, under the EEA guidelines.

2. Active v. Passive goes to the question of the Commission's mission. There is no case law that defines that mission, nor is there any definition in the conservation commission enabling statute, MGL c. 40, section 8C. In my research, I found an opinion of the Attorney General from 1967 which states: "a proposed swimming area complete with all necessary sanitary facilities, at Island Grove Park and Pond in the Cove may properly be regarded as a project which the conservation commission may execute under the powers granted to it by" MGL c. 40, section 8C. I believe this stands for the proposition that active recreational facilities, with

accompanying facilities, are not outside the realm of a conservation commission.

Ultimately, the Commission will have to make a judgment, in consideration of its mission, as to whether a dog park on land under its control is consistent with that mission. Courts are generally deferential to local agencies, when implementing their mission, and should be here, so long as the Commission carefully discusses and documents to the extent possible why and how a dog park is consistent with its mission. In that discussion, the Commission should consider specifics of the dog park, including who would have responsibility for the dog park, its care and management. The Commission should also consider the specific uses allowed at the park, the specific activities allowed, and whether equipment or facilities – of either a temporary or permanent nature is required.

### **Conservation Commission Meeting/Findings**

The Commission held a public meeting on June 26, 2017 to discuss whether the Dog Park use on the land proposed for the project was consistent with its mission. The Commission listened to comments, reviewed documents, and ultimately voted on a finding that the Dog Park was consistent with its mission. Meeting minutes are attached as Exhibit C. No appeal of or challenge to this decision was ever filed.

### **Dog Park Permitting Status**

The proposed Dog Park does not trigger any formal permit review by the Board of Health (“BOH”); however the BOH were consulted early in the project, and voted against it. Two letters from the BOH were also included in the information emailed from Ms. Nottonson.

Subsequent to those letters, Town staff worked with Mr. White on project design and features to minimize risk to soil, drinking water, or the nearby Lake. Specific features of the project which are protective of these concerns are discussed in page 2 of the Parsons memo (Exhibit A).

The proposed Dog Park does not trigger any formal permit review by the Conservation Commission (does not meet thresholds under Wetlands Protection Act, Natick Wetlands Protection Bylaw or Natick Land Disturbance Bylaw).

The proposed Dog Park is within an Aquifer Protection District (“APD”), but is not a prohibited use within that APD, pursuant to an opinion of the Building Commissioner.

In early 2018, the Town applied for an APD Special Permit for the Dog Park from the Natick Planning Board. The APD Special Permit was issued on March 14, 2018 and filed with the Town Clerk on March 20, 2018. Exhibit D.

The APD Special Permit was appealed by the neighbors on April 9, 2018 in Middlesex Superior Court. Their Complaint was dismissed as untimely and a judgment of dismissal was entered on March 8, 2019. Exhibit E.



## **Conclusion**

In my opinion, the neighbors are trying to relitigate matters which have already been resolved, and where they have lost. There is a BOH vote from 2015 not to support the proposed Dog Park, but that vote has no legal import, since the Dog Park does not meet any threshold for formal BOH review and permitting. Since that time, the Dog Park has been engineered and reengineered and it is my impression that the potential concerns have been substantially minimized. I do not believe the BOH has taken any recent position on the Dog Park.

All required permits for the Dog Park have been properly issued, and challenges dismissed. The Commission, after a lengthy public meeting and discussion, voted that the Dog Park was consistent with its mission under MGL c. 40, section 8A.

The claim that the Dog Park is a change in use, such that it constitutes a disposition of land under Article 97, and thus triggers the EEA Land Disposition Policy (which would require a votes of Town Meeting and the General Court, among other procedures), and the appeal to the MEPA office, is not well-founded. It is a last-ditch effort to stop the Dog Park.

## **Next Steps/Process**

The Dog Park project was put out to bid, and bids were opened. I understand that the Town is going through the award process. The Procurement Officer is working on completing the award and preparing the contract, which (I believe) should be completed within the next week. When that process is complete, a recommendation concerning award of the construction contract will be presented to the BOS.

The funds for the Dog Park design were provided by the Stanton Foundation. The Stanton Foundation is providing an additional \$200,000 for the hard construction costs. The project bid is over that by more than \$50,000. FIDO, a dog park "friends" group has been raising these additional funds. I am in the process of working with the Town Administrator, the Conservation Agent, and the Procurement Officer, to secure these funds, including the process of reviewing and commenting on a MOU with the Stanton Foundation which is required before its funds will be released to the Town. When this process is complete (and in coordination with the award process, above), the BOS will be presented with the MOU with the Stanton Foundation for its consideration. The BOS will also be asked to consider accepting the additional monies from FIDO necessary to fully fund the construction of the project, as a gift to the Town, to be designated for a specific purpose. Some additional funds from FIDO may be available as part of the gift, to be designated for upkeep and maintenance of the Dog Park, further minimizing the costs to the Town.

The Commission has established Hours of Operation and Rules for the Dog Park. In addition, there is an O&M Plan and a Maintenance Schedule already in place.

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

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Ann M. O'Neill, Senior Counsel

*Please respond to Quincy*

July 29, 2016

Matthew Gardner, Chairman  
 Natick Conservation Commission  
 Natick Town Hall  
 13 East Central Street  
 Natick, MA 01760

**Re: Middlesex Path**

Dear Mr. Gardner:

To supplement my December 16, 2015 letter to you, a copy of which is enclosed with this letter, I wish to clarify the status of Middlesex Path.

The Town of Natick acquired the Middlesex Avenue property by two (2) separate deeds in 1968 and 1972, respectively. In the 1968 deed the grantee is the Inhabitants of the Town of Natick. In the 1972 deed the Grantee is the Town of Natick. Neither deed provides that the land be used for a particular purpose. The effect of the two (2) deeds was that the land was held by the Board of Selectmen, for general municipal purposes.

Natick Town Meeting transferred the Middlesex Path property to the Conservation Commission by two (2) separate votes. The 1992 Fall Annual Town Meeting voted under Article 24 to transfer several of the Middlesex Path lots to the Conservation Commission for conservation purposes. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer several lots, including one (1) lot in the Middlesex Path property (0 Hunter Court End), to the Natick Conservation Commission for conservation and passive recreation use under Massachusetts General Laws Chapter 40, Section 8C.

As noted in my December 16, 2015 opinion to you, these two (2) Town Meeting votes were not recorded with the Middlesex County Registry of Deeds at that time. The 2013 Massachusetts Supreme Judicial Court decision cited in that December 16, 2015 letter provides that a Town Meeting vote to designate land for conservation purposes is not enough to subject property to the interests covered by Article 97 of the Amendments to the Massachusetts Constitution, absent recordation of a restriction on the title.

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

Matthew Gardner, Chairman  
Natick Conservation Commission  
Natick Town Hall  
July 29, 2016  
Page 2

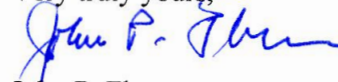
This issue arose during the 2016 Natick Spring Annual Town Meeting. Following the dissolution of Town Meeting attested copies of the two (2) Town Meeting votes were recorded with the Middlesex South Registry of Deeds on May 12, 2016. The 1992 Town Meeting vote was recorded at Book 67421, Page 505. The 2000 Town Meeting vote was recorded at Book 67421, Page 502. Copies of those two (2) recorded Town Meeting votes are enclosed with this letter.

In my opinion, the fact that attested copies of those two (2) Town Meeting votes have been recorded with the Registry of Deeds is a "recording of a restriction on the title" which makes the Middlesex Path property subject to the protections of Article 97 of the Amendments to the Massachusetts Constitution (Article 97). There is no deed which needs to be recorded in this context. The Town of Natick already owned the Middlesex Path property, as noted above. In order to make the Middlesex Path property subject to the protections of Article 97, the two (2) Town Meeting votes needed to be recorded.

The fact that the Middlesex Path property is now subject to the protections of Article 97 does not necessarily mean that a dog park is prohibited on the Middlesex Path property. As discussed on page 3 of my December 16, 2015 opinion, to answer that question the Conservation Commission must determine whether the proposed use is consistent with the provisions of Chapter 40, Section 8C of the Massachusetts General Laws, such as passive recreation (e.g. dogs walking or running), and preserving and maintaining the natural features of the site, or whether it will be more in the nature of active recreation, such as organized activity, competitions, shows, etc., or will disturb or alter a significant portion of the site.

If you or the Conservation Commission have any questions or need any further information, please contact me.

Very truly yours,

  
John P. Flynn

JPF:lac

Enclosure(s)

cc: Martha L. White, Town Administrator  
William D. Chenard, Deputy  
Town Administrator/Operations  
James Errickson, Director of Community and  
Economic Development

939648v1

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
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Thomas W. Colomb	
	Ann M. O'Neill, Senior Counsel

*Please respond to Quincy*

December 16, 2015

Matthew Gardner, Chairman  
 Natick Conservation Commission  
 Natick Town Hall  
 13 East Central Street  
 Natick, MA 01760

**Re: Dog Park**

Dear Mr. Gardner:

In my opinion, the proposed dog park to be located in the area of Middlesex Park would not be subject to Article 97 of the Amendments to the Massachusetts Constitution, for the following reasons.

Article 97 of the Amendments to the Massachusetts Constitution provides in part:

"The people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources is hereby declared to be a public purpose...Land and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court."



**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

Matthew Gardner, Chairman  
Natick Conservation Commission  
Natick Town Hall  
December 16, 2015  
Page 2

The 1992 Natick Fall Annual Town Meeting voted under Article 24 to transfer to the Conservation Commission, "for conservation purposes pursuant to G.L. c. 40, Section 8C", the care custody, management and control of land including the land on which the dog park would be located. The 2000 Natick Fall Annual Town Meeting voted under Article 29 to transfer the care and custody of several parcels of land from the Board of Selectmen to the Conservation Commission "for conservation and passive recreation". The proposed dog park would be located on one of those parcels.

From the information available to me neither of those Town Meeting votes has been recorded with the Middlesex County Registry of Deeds.

In 2013 the Massachusetts Supreme Judicial Court (the Supreme Judicial Court) cited a prior decision of that court which held that a town meeting vote to designate for conservation purposes land that had originally been taken for tax purposes did not subject that land to Article 97 protections absent recordation of a restriction on the title. Without the execution or recordation of a deed containing the conservation, the land "never became specifically designated for conservation purposes in the first instance" and accordingly "was not held for a specific purpose" under Article. 97, so "compliance with the provisions of art. 97...was not required" The Supreme Judicial Court held in that 2013 decision "This was true despite the clear intention of the town meeting members to hold the property for conservation purposes...As the plain language of art. 97 indicates, for land to be subject to the two-thirds vote requirement on disposition or use for other purposes, it must be '*taken or acquired for (the) purpose*'" of protecting interests covered by art. 97". Mahajan v. Department of Environmental Protection, 464 Ma.. 604, 615, 616, 984 N.E.2d 821, 830 (2013).

In my opinion, the proposed dog park would not be subject to the so-called public use doctrine, for the following reasons.

The Massachusetts Supreme Judicial Court held in the Mahajan case cited above: "The prior public use doctrine holds that "public lands devoted to one public use cannot be diverted to another inconsistent public use without plain and explicit legislation authorizing the diversion...However, that doctrine is only applicable "to those lands which are in fact '*devoted to one public use*' (emphasis added)". Mahajan Department of Environmental Protection, 464 Mass. 604, 616-617, 984 N.E. 2d 821,830 (2013).

**MURPHY, HESSE, TOOMEY & LEHANE, LLP**  
**Attorneys At Law**

Matthew Gardner, Chairman  
Natick Conservation Commission  
Natick Town Hall  
December 16, 2015  
Page 3

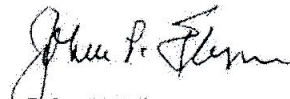
In my opinion, the land on which the dog park would be located is not "devoted to one public use" within the meaning of the Mahajan decision. That land is available for conservation and passive recreation purposes. As long as the dog park is used within those parameters there is no issue with the public use doctrine.

The Natick Conservation Commission must satisfy itself that the proposed dog park use will be consistent with Chapter 40, Section 8C of the Massachusetts General Laws. This is a fact intensive determination that will depend upon the specifics of the proposed use. For example, will the dog park be in fact passive recreation, such as persons walking dogs or dogs running free in an enclosed area? Or will it be more in the nature of organized activity, competitions, shows, etc., which would venture toward active recreation? Will it preserve and maintain the natural features of the locale? Or will it disturb or alter a significant portion of the locale?

In other words, the proposed dog park use is not per se contrary to the provisions of Chapter 40, Section 8C of the Massachusetts General Laws. The Conservation Commission must review the dog park proposal and determine whether that use is consistent with the provisions of Chapter 40, Section 8C of the Massachusetts General Laws.

If you or the Conservation Commission have any questions or need any further information, please contact me.

Very truly yours,



John P. Flynn

JPF:lac

cc: Martha L. White, Town Administrator  
James Errickson, Director of Community and  
Economic Development  
Bryan R. LeBlanc, Esq.

Middlesex South Registry of Deeds  
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Receipt Number	: 1941876
Recording Fee	: \$75.00

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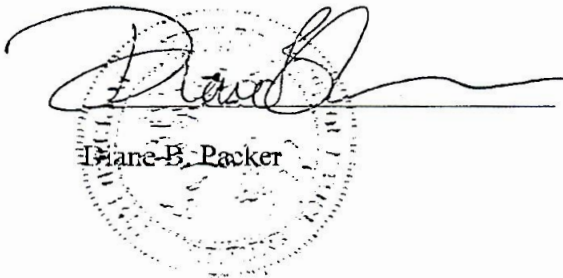
*Diane B. Packer*  
Town Clerk

**TOWN OF NATICK**  
*Office of the Town Clerk*  
[www.natickma.org](http://www.natickma.org)

### **CERTIFICATE OF VOTE**

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

The attached vote on Article 24 of the 1992 Fall Annual Town Meeting was taken on  
October 8, 1992.



Diane B. Packer



PROCEEDINGS CONTINUED  
Annual Fall Town Meeting  
October 8, 1992 1st Session

ARTICLE 24  
(Board of Selectmen)

To see if the Town will vote to transfer to the Conservation Commission, for conservation purposes pursuant to G.L. c. 40, Section 8C, the care, custody, management and control of all or part of the land in Natick shown on the Natick Assessors Maps as Map 42, Lot 36; Map 42, Lot 37; Map 42, Lot 45A; Map 42, Lot 45B; and Map 43, Lot 402, subject to any easements granted concerning said land, or otherwise act thereon.

FINANCE COMMITTEE RECOMMENDATION: The Finance Committee recommends indefinite postponement with regard to the subject matter of Article 24.

VOTED UNANIMOUSLY, to transfer to the Conservation Commission, for conservation purposes control of all or part of the land in Natick as printed above.

ARTICLE 25  
AMENDMENT OF NATICK HOME RULE CHARTER TO MAKE  
MINOR CHANGES IN WORDING  
(Moderator)

To see if the Town Meeting will vote to approve an amendment to the Natick Home Rule Charter and to authorize the Board of Selectmen to take all steps required by law for amendment of the Charter. The amendment makes minor changes in wording necessitated by earlier amendments, court decisions, and events. The amendment shall be in six parts as follows:

Part 1 In Section 2-11 (d), pertaining to publication of the warrant, remove the provision requiring a duplicate distribution of the warrant by deleting the last sentence in its entirety.

Part 2 In Section 3-1 (a), pertaining to elective offices, in the first sentence, delete the words "trustees of the Leonard Morse Hospital". Also in the first sentence, change the name "recreation commission" to "recreation and human services commission." In the second sentence, remove the references to a redevelopment authority and the regional vocational school district so that the entire sentence is changed to read as follows:

In addition, members of a housing authority and representatives to such other regional authorities or districts as may be established by law or interlocal agreement may also be filled by the voters.

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Recording Fee	: \$75.00

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*Diane B. Packer*  
Town Clerk

**TOWN OF NATICK**  
Office of the Town Clerk  
[www.natickma.org](http://www.natickma.org)

### CERTIFICATE OF VOTE

I, Diane Packer, Town Clerk of Natick Massachusetts, do hereby certify the following vote:

The attached vote on Article 29 at the 2000 Fall Annual Town Meeting was taken on October 10, 2000.



Diane B. Packer

13 East Central Street, Natick, MA 01760  
508.655.6715  
13 East Central Street, Natick, MA 01760

508.647.6430

508.647.6430

Fax:

Fax 508.655.6715

Summer Street, Natick, MA shown on Natick Assessors' Maps as Map 43, Lot 348, known as the Natick Central Fire Station, to a successful proposer who complies with the requirements of the Town's request for proposals, and that such request for proposals specify that reuse of the property be limited to the development of a center for performing and visual arts.

**RECOMMENDATION:** The Finance Committee recommends no action with regard to the subject matter of Article 28. (09/14/2000)

*The sponsor of this article has asked for no action based upon the vote of the Board of Selectmen under Article 27.*

**NO ACTION TAKEN ON THE SUBJECT MATTER OF ARTICLE 28.**

#### ARTICLE 29 (Board of Selectmen)

To see if the Town will vote in accordance with the provisions of Massachusetts General Laws Chapter 40, Section 15A to transfer the care and custody of the following parcels of land from the Board of Selectmen to the Natick Conservation Commission for conservation and passive recreation use as described under the provisions of Massachusetts General Laws Chapter 40, Section 8C:

<u>Street Address</u>	<u>Assessors Map, Lot</u>	<u>Acreage</u>
0 Hunter Court End	43-402	6.160
90 Cottage Street	61-17	2.500
0 Peterson Road Off	15-108	1.300
51 Water Street	64-64	1.290
471 Worcester Street	20-96	.748
0 Tamarack Road	39-36ZB	.742
26 Dover Road	64-42	.540
0 Pleasant Street	63-21B	.290
0 Tamarack Road	39-36	.212
0 Water Street End	64-64B	.170

,or otherwise act thereon.

**RECOMMENDATION:** By a vote of 10-0-0 the Finance Committee recommends favorable action with regard to the subject matter of Article 29. (09/14/2000)

**Requires a 2/3 vote of Town Meeting**

*The purpose of this article is to transfer Town owned property from the Board of Selectmen to the Conservation Commission. The Municipal Surplus Committee during its review found or was made aware of various town owned parcels that qualify to be held as conservation land. Property under the jurisdiction of the Conservation Commission has greater protections from reuse than any other property. Property under a conservation restriction can only have the restriction removed by an affirmative vote of the Conservation Commission, Town Meeting, and the State Legislature.*



**Natick Conservation Commission**  
**June 26, 2017**

The meeting was called to order at 7:08pm by Chairman, Matthew Gardner.  
Additional members present: George Bain, Kathy Rehl, Mike Downey, Jeff Richards, and Doug Shepard.

**Discussion**

*Dog Park, use of land*

Jamie Errickson represented the Town as proponents for the dog park project. He presented a slide show which highlighted that the proposed dog park is not a conventional dog park, no anticipated wetlands protection act or bylaw impacts, wood chips would be used as substrate, the park would provide a community need. The wood chips are natural and absorb chemicals in dog urine. There is a dog park in Foxboro, Normandy Dog Park that uses them and they have been working out great in that location. They need to be refreshed 1-2 times a year depending on dog park use. The old chips disintegrate over time. There is currently a lot of dead, fallen, and dying trees as well as an inundation of Oriental Bittersweet Vines and other invasive species in the area currently. NHESP has been consulted and they find the dog park use to be a non issue and can issue a formal letter of no affect when a formal design is presented, if it ends up needing to be reviewed by NHESP.

Jim Almonte, of Waterman Design, design consulting firm hired to complete design work with Stanton Foundation Grant, discussed design details. There are 17 parking spaces, 19 permeable pavement additional spaces are proposed.

The elevation of the dog park is 10 feet higher than the water levels. The wood chips and the separation to groundwater address urine pollution impacts to the water resources. The perc test results came back were presented.

The perc tests results show a very thick A, top soil, horizon in the test hole closest to the dog park where a proposed stormwater BMP is proposed. There was no mottling, no water observed. The perc test resulted in 3 minutes an inch perc rate. The test holes in the dog park limits itself were not accessible as the locations proposed were much higher in elevation. This means that there is probably even more ground water separation the further you move into the proposed dog park location. The designer can do more confirmatory soil testing in the future.

The BOH Director Jim White as well as in consultation with a well respected expert soil scientist Peter Fletcher recommend that the A horizon be left in place which will act as an infiltration layer for any dog urine. Jim White also stated when sighting septic systems there must be 5 feet of groundwater separation with fast draining soils and that this park is located over double that depth to ground water. The more separation to groundwater you have the better. Jim Almonte stated that solid waste would be required to be taken offsite to throw in garbage receptacles.

A question was posed from the public as to when the Stanton Foundation grant for design work came in, the Community and Economic Development Office would look into it.

Jim White stated that affects of the dog park to the drinking water supply was a concern of the Board of Health membership previously.

No research to substantiate this concern was cited.

Jim White said that the Board of Health members stated they preferred to see the park located somewhere else, but they do not have the updated, downsized plan nor the results of the perc test. He does not know how they feel about the updated project currently.

Matt Gardener read out the EOEa guidance from 1998 on Article 97 Land Disposition Policy. Attorney John Flynn, Town Council is in attendance to help in any legal guidance the Conservation Commission is seeing. Matt read the Statement of Policy Section I in full.

Matt stated that feels they must discuss if the project is first a disposition of Article 97 Land and if they conclude it is not a disposition of Article 97 land they must decide if the use of the property for a dog park is consistent with their mission.

Kathy Rehl stated she felt that the use of the land is very active and not consistent with the Commission's mission.

Matt Gardener stated that within the Statement of Policy, after re-reading, parts A and B do not apply. He does not take issue with the dog park use with respect to Article 97 land and does not feel it is a disposition of land.

Matt Gardener read out excerpts of Town Council opinion - Karis North

“1.”Change in use” under the EEA guidelines is a legal question. It is defined as a) any transfer or conveyance of ownership or other interests; b) any change in physical or legal control; and c) any change in use, in and to Article 97 land or interests in Article 97 land owned or held by the Commonwealth or its political subdivisions, whether by deed, easement, lease or any other instrument effectuating such transfer, conveyance or change. A revocable permit or license is not

considered a disposition as long as no interest in real property is transferred to the permittee or licensee, and no change in control or use that is in conflict with the controlling agency's mission, as determined by the controlling agency, occurs thereby.

Currently, there are no plans to transfer or convey the ownership or other interests, or change the physical or legal control of the property. Thus items (a) and (b) above do not apply.

Item (c) only applies if there is a change in use of the land “deed, easement, lease, or other instrument effectuating such transfer, conveyance or change.” That also does not apply to the facts here.

Thus, I have concluded (and John concurs) there is no change in use with the project as contemplated and discussed, so long as the project and the land remains under the custody, care, and control of the Conservation Commission...

This is different than “change in use” on the ground, as a factual matter. Obviously, creating a dog park out of currently unmanaged land is a “change in use” but it is not “change in use” as a matter of law, under the EEA guidelines.

2. Active v. Passive goes to the question of the Commission’s mission. There is no case law that defines that mission, nor is there any definition in the conservation commission enabling statute, MGL c. 40, section 8C. In my research, I found an opinion of the Attorney General from 1967 which states: “a proposed swimming area complete with all necessary sanitary facilities, at Island Grove Park and Pond in the Cove may properly be regarded as a project which the conservation commission may execute under the powers granted to it by” MGL c. 40, section 8C. I believe this stands for the proposition that active recreational facilities, with accompanying facilities, are not outside the realm of a conservation commission.

Ultimately, the Commission will have to make a judgment, in consideration of its mission, as to whether a dog park on land under its control is consistent with that mission. Courts are generally deferential to local agencies, when implementing their mission, and should be here, so long as the Commission carefully discusses and documents to the extent possible why and how a dog park is consistent with its mission. In that discussion, the Commission should consider specifics of the dog park, including who would have responsibility for the dog park, its care and management. The Commission should also consider the specific uses allowed at the park, the specific activities allowed, and whether equipment or facilities – of either a temporary or permanent nature is required.”

Mike Downey asked if the proposed additional parking constitutes a change in use.

Attorney Flynn stated that it is his opinion along with Attorney Karis North, not in attendance, that the project does not constitute a change in use as expressed and written in the EOEA guidance document.

George Bain reminded the public and the Commission members that any allowance they give with respect to the project proposal is revocable if they feel that a use becomes inconsistent with their mission.

Jeff Richards stated it is important to note that everyone should be able to use all Town amenities and feels the project is consistent with the mission of the Commission.

John Flynn stated it is not a question of disposition of Article 97 land but it is a question if the park is consistent with the Commission's mission.

Doug Shepard stated the project is overall an improvement to the area. He feels the railroad tracks are leaching chemicals over many years and is more of a concern. He stated that he feels there is no evidence or research available nor presented from any side that shows that the dog urine would negatively impact drinking water. He stated he did some rough calculations and the urine would have to run through 1.1 billion gallons of water to get to any drinking water well, and that would assume no filtration through the ground was happening along the way. He feels the project is protecting and maintaining as well as improving the land from what it is now.

Melissa Post, member of the public stated she feels that this project is not consistent with the mission per the website and read out the website overview section of the Conservation Commission.

“The Natick Conservation Commission's mission is to serve as the conservation conscience of the town, providing community leadership for natural resources planning. By coordinating closely with Town agencies, boards, and commissions related to town development, the commission works to protect, and where possible, enhance, plant and wildlife habitats. This is crucial in maintaining our natural resources and preserve the quality of life for inhabitants of Natick. The commission strives to keep informed of advances in the field of environmental protection and of the activities of neighboring conservation commissions to maintain current and regional perspectives on environmental matters.”

Martin Kessel who serves on the Open Space and Recreation Planning Committee stated that this type of use is consistent with the Open Space and Recreation Plan and that the Conservation Commission's mission is in line with a dog park use on this particular property. He cited JJ Lane park and explained that there is a continuum of a variety of uses that are allowed on Conservation and other Town owned land.



Glen Kramer stated the regulations Melissa Post discussed are for projects that have no bearing on this discussion or project. It comes down to the mission of the Conservation Commission. He stated 310 CMR 5.02 LAND and PARC Grant program is a specific grant program.

Attorney Flynn stated that the 310 CMR 5.02 definition of active use is not broadly applied to Article 97 land.

A. Richard Miller doesn't believe it is limited to LAND and PARC land and that the definition of 310 CMR. 5.02 is significant to change in use. He doesn't want a project to add to the pollution of the land. He thinks that this project will need MEPA review.

Matt Gardener wants to appropriate and holistically manage lands that the Conservation Commission owns that believes this is part of their mission. This project fits under this need and this part of the Commission's mission.

A resident asked if other land has been looked at. A FIDO representative, Kelly McPherson, stated that other land has been looked at. She stated there were several site visits with FIDO representatives and town personnel a couple years ago to investigate various possible project site locations. Everyone concluded that the present proposed location would be the chosen location to move forward with design.

A resident asked if traffic is a concern and Jamie Errickson stated that the safety committee has looked at this project and traffic was not a particular factor or concern in their original analysis.

Peter Thompson stated that all over Natick there is heavy traffic during commuting times.

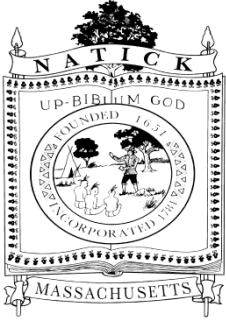
James Howe spoke and said that this project is a change in use and there will be pollution to the water system.

Glen Kramer reiterated that the Commission has to go back to questioning if the project is in line with their mission or not.

Mr. Gardner asked for a motion to vote to support that the proposed dog park is consistent with the Conservation Commission mission. Doug Shepard moved, George Bain seconded, all in favor 4-2. Kathy Rehl and Mike Downey voted against.

Mr. Gardner asked for a motion to vote to support the use of this parcel as proposed, a dog park, with continual Commission discussion and review throughout the design process. George Bain moved, Jeff Richards seconded, all in favor 5-1. Kathy Rehl voted against.

Meeting adjourned 9:00 pm.



## COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

### MEMORANDUM

**TO:** Matthew Gardener, Chair, Natick Conservation Commission

**FROM:** Victoria Parsons, Conservation Agent/General Planner

**CC:** Jeremy Marsette, Director of Public Works  
Conservation Commission  
Jamie Errickson, Director of Community and Economic Development  
Jim White, Director of Public Health  
Files

**DATE:** February 13, 2018

**RE:** **Project Background Information; Proposed Dog Park, 111 West Central Street**

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This memorandum is provided to inform the Conservation Commission (Commission) of the process taken to date by the Natick Planning Board and the Natick Conservation Commission on the Natick Dog Park proposed for the Middlesex Path – 111 West Central Street.

Over the past year, the Commission has completed an extensive review of the proposed Dog Park – from design and location perspectives. During this process, the Commission first reviewed the project with Town Counsel to understand if the use of the land (Middlesex Path), which is considered “Article 97” land under the control of the Commission, can be used as a dog park. After extensive research completed by MHTL (by John Flynn and Karis North), as well as many Commission members conducting their own research, the Commission was advised to conduct a public meeting in order to address this item. This public meeting was held on June 26, 2017.

The Commission was directed by Town Counsel that, in order to utilize the Middlesex Path for a dog park use, two votes or actions of the Board must be taken. The first vote must include a motion asserting that Commission members felt that the project and use of the property was in line with the mission of the Commission. The Commission voted with a majority in favor: four (4) in favor of this assertion and two (2) against.

The second vote must include a motion to approve the dog park project proposal being located at 111 West Central Street. The Commission voted with a majority in favor: five (5) in favor and one (1) against this motion, with the condition that the final design will be presented to the Commission, following approvals from other town Boards/Committees, for review and approval prior to any site work. Since the June meeting, Town Staff has worked through an extensive design process to ensure the design takes into account the many concerns, questions, items, etc. expressed to date by the public, Commission members, the Board of Health, and others.

During the Commission review process to date several questions were raised regarding the potential of soil contamination resulting from a dog park use on this property. Despite extensive research by staff and members of the Commission, to date no substantial research or scientific information showing adverse affects of a dog park on soil conditions has been presented to staff or the Commission.

In an effort to further research this topic, Town Staff also sought and received scientific based information from the Board of Health, Director, Jim White and a colleague of his, Peter Fletch - a highly regarded soil scientist in New England. Through this research, Staff learned that the best infiltration on a site such as the Middlesex Path for a use like a dog park comes from the first layer of soil, known as "the A horizon". This information led to some design changes, including the utilization of wood chips as the material for the dog park area, to be placed on top of the A horizon. For reference, the original design proposed to scarify the first several inches of the A horizon and add septic sand to help with infiltration. Ultimately, this approach was not recommended by Mr. Fletcher nor the BOH Director.

Additional research on the topic showed that using wood chips in a dog park further supported this design consideration because wood chips are a natural material for the removal of nitrogen. In conjunction with this design consideration, the Town also conducted soil tests on site (observed by the BOH Director), which showed a very large separation between the surface to groundwater in the area of the dog park. This further supported the current design being presented.

The link below is an article about how woodchips are being used to treat nitrogen in the agricultural parts of the Midwest.

<http://www.engineersjournal.ie/2016/07/26/woodchip-bioreactor-biological-nitrogen-removal/>

Several aspects of the design and use of the space are worth mentioning:

- The solid waste will be required to be picked up by users and bags will be provided on site.
- The design includes rainwater runoff control measures incorporated into the site (two storm water basins) for all additional parking areas, walking areas, and access road.
- The design process incorporated/investigated several measures to prevent contaminants from entering the abutting Lake Cochituate. The use of wood chips, proven to remove nitrogen, is one of the measures being used to address these concerns. Woodchips are actually being used to treat nitrogen in agricultural area in the Midwest.  
<http://www.engineersjournal.ie/2016/07/26/woodchip-bioreactor-biological-nitrogen-removal/>
- The thick A horizon in this area (which will not be disturbed) will also provide contaminant prevention from entering the Lake by way of biological infiltration.
- The dog park is also located lower in elevation than the adjacent landscape (specifically train tracks) towards the Lake, so surface water-runoff is therefore flowing away from the Lake.
- The Town conducted soil tests to see where ground water is in order to understand if enough separation to groundwater is provided. After review and discussion with the Health Director, Jim White, there is (min) 7.5 + feet of groundwater separation - most likely more as you go further into the dog park area given grades – which more than exceeds the required separation for a proposed septic system located in similar proximity to the Lake.
- As informed by Director of Public Works, Jeremy Marsette, the groundwater well supplies at the Springvale Water Treatment Plant are greater than one mile from the proposed location of the dog park. He stated to me that these groundwater wells are not under the influence of surface water, they do not receive water directly from the Lake. The drinking water wells pump ground water from the aquifer. These wells are regularly tested for potential contaminants, including E. Coli. The ground water is also filtered, treated, and disinfected prior to distribution into the potable water system.

- As currently designed, the project does not trigger any formal permit review by the Board of Health. However, CED Staff has consistently worked with Jim White, Health Director, throughout the design process to inform and shape the current design.
- As currently designed, the project does not trigger thresholds for a filing under the State Wetlands Protection Act, Town Wetlands Protection Bylaw, the Land Disturbance Permit.
- The current design has been extensively reviewed by DPW and the Engineering Department. Comments from these departments have been incorporated into the current design. A copy of the design was also provided to the Public Health Director, Police Department and Fire Department.
- The Planning Board has issued conditional site plan approval pending Conservation Commission review as well as Planning Board review of the APD special permit.
- While the Dog Park has been deemed, by Dave Gusmini, Building Commissioner, to not be a prohibited use under the Aquifer Protection District Bylaw, the Planning Board requested an APD special permit application be filed. The Planning Board would like the Conservation Commission's input on the project before issuing a special permit.

- **Hours of Operation & Rules**

The design proposes to follow suit with the general trend of dog parks in Massachusetts and set dawn to dusk hours of operation.

The General Rules and Regulations are:

1. All dogs must be legally licensed and have proof of current rabies vaccination.
2. All dogs must be leashed upon entering and leaving the dog park.
3. Dogs in heat or younger than 4 months are not allowed in the park.
4. No more than three (3) dogs allowed, per owner or custodian, at one time.
5. Dogs must be removed at first sign of aggression to other dogs or humans.
6. The owner or custodian of the dog must remain in the dog area with the dog.
7. Dog feces & trash must be cleaned up by the dog owner or custodian.
8. Holes dug by dogs must be filled by the dog owner or custodian.
9. No pronged training collars or choke collars allowed.
10. No smoking, glass containers or food of any kind are permitted in the park.
11. No dog treats or toys are permitted in the park.
12. Dog handlers must be at least 18 years of age or older.
13. Children under the age of 12 are not permitted in the park.
14. No large dogs (greater than 25 lbs) are permitted in the small dog enclosure.
15. Owners or custodians are responsible for all actions of their dogs.

- **Rule Enforcing Agent/Body**

The Town proposes to have the Conservation Commission and their Agent is the enforcing body for general, non police related, questions or concerns.

- **Maintenance Schedule , O &M Plan**

In addition to the stormwater O&M Plan the design proposes:

Trash- the dog park shall be regularly inspected for trash and excrement. These shall be disposed of immediately.

Walkway- The pathway to and into the dog park shall be regularly swept of mulch and other debris to maintain ADA accessibility.

Snow removal will be completed by the Town of Natick pursuant to their snow removal policy already in place at this location will include the additional areas as noted on the plans.

Lawn Areas- will be completed by the Town of Natick pursuant to their grass cutting policy already in place at this location and will include the additional areas as noted on the plans.

In November of each year, seasonal items such as rakes, brooms, and hoses shall be removed from the Dog Park and stored in the shed. The water service shall be turned off so that the pipe doesn't freeze. The storm water facilities shall be inspected and maintained. Aside from the water line maintenance, FIDO shall hold a volunteer work day to accomplish these tasks.

- **Baseline Testing (related to water quality)**

Per Planning Board discussions, we have investigated baseline water quality testing at the site where the dog park is being proposed. There are two options for water quality testing. One would be a testing of groundwater directly within the dog park, option 1. The other would be in Lake Cochituate, option 2. After discussing with the Public Health Director, Jim White, the testing to be done as best indicator for animal waste by product(s) would be fecal coliform & nitrogen, both of which could be influenced by some other source(s) other than the dog park. The following options were discussed in detail with Jim White.

Option 1 has some logistical constraints. One restraint is that, after discussing with Jim White the Health Director who conducted soil tests at the site this past summer, there will be difficulties in collecting groundwater for testing. The soils are such that it was difficult to reach groundwater for sampling through a deep hole test. The groundwater is relatively deep at this site. The soils consist largely of coarse to medium coarse sand and gravel. Digging to groundwater by conventional method of backhoe would be difficult and potentially dangerous. The hole would need to be deep and the soils would interfere due to continually collapsing. We are also unsure if a backhoe would have the capability to dig deep enough to encounter the groundwater. The best method would be to drill to groundwater by a licensed drill company which would be rather expensive.

Option 2 has some concerns. This is the testing of water quality at the Lake. No matter where at the Lake we are testing, there are several environmental factors that will play a role in affecting water quality testing at any given time. These include temperature, geese, septic system failure, and heavy rain runoff. These all have the capability to affect the water quality of the Lake in its entirety and if a baseline test were to be conducted they would have to be taken into account as potentially impacting a change in the water quality down the line. In essence testing the water quality of the Lake would not allow us to definitively point a finger at the dog park as a culprit. Please also note that the Lake on the opposite side of the railroad tracks are utilized by a ski club during the summer months for water skiing and swimming which could also act as an influence on test results on a smaller scale.

- **Flooding Potential Impacts.**

The area is outside of the most up to date FEMA 100 year flood zone. There has been some documentation provided by neighbors showing that portions of the existing parking area have flooded once in the past. DPW has provided input as well indicating that the street near 111 West Central Street flooded once during the two back to back 50 year storm events in 2010. Other than these isolated events, the area has not been known to flood. The pre and post construction elevations indicate that the entire site will not be subject to flood zone inundation.

Attachments.

Thank you.

Cc: Director of Public Works  
Conservation Commission  
Director of Community and Economic Development  
Board of Health  
Files



## COMMUNITY AND ECONOMIC DEVELOPMENT

### BEFORE THE NATICK PLANNING BOARD

BUILDING

PLANNING

ZONING

CONSERVATION

In Re Application of:  
Middlesex Path Dog Park  
111 West Central Street  
Natick, MA 01760

Decision: 19-18

Parcel: Assessors' Maps 42, Lot 45B  
Map 42 Lot 36  
Map 42 Lot 37

### SPECIAL PERMIT - AQUIFER PROTECTION DISTRICT

#### Statement of Facts:

This decision relates to the renovations to the park at the Middlesex Path for a proposed Dog Park, including the creation of a dog park area, walking paths, and additional parking. A site plan was prepared by Waterman Design Group, 31 East Main St Westborough, MA and consists of the following drawings:

<u>Sheet</u>	<u>Title</u>	<u>Last Revision Date</u>
C1.01	Existing Conditions Plan	March 7, 2018
C2.01	Layout, Materials and Planting Plan	March 7, 2018
C3.01	Grading, Drainage and Utilities Plan	March 7, 2018
C4.01	Details	March 7, 2018
C4.02	Details	March 7, 2018
C4.03	Details	March 7, 2018
C4.04	Details	March 7, 2018
C4.05	Details	March 7, 2018
C4.06	Details	March 7, 2018

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TOWN CLERK-NATICK

#### Statement of Facts of Public Hearing:

Notice of the Public Hearing by the Board on the matter of Aquifer Protection District was published in the MetroWest Daily News on February 13, 2018, and then again on February 20, 2018. Notice of the hearing was also sent to all "parties of interest" as certified by the Boards of Assessors of the Town of Natick and posted in the Town Hall as required by Chapter 40A, Section 11, Massachusetts General Laws.

The Public Hearing by the Board on the matter of Aquifer Protection District was held on February 28, 2018, continued to March 7, 2018 and March 14, 2018, when the Board voted to close the Public Hearing.

At the public hearings, the Applicant presented testimony on behalf of the Application and comments were received from the public and Town Departments.

**Reports of Town Agencies:**

Board received final reports from Health Department Director, Jim White, dated December 4, 2017. Victoria Parsons, Conservation Agent and General Planner received comments via e-mail from the Town Engineer, William McDowell, on October 19, 2017. Board received reports from Victoria Parsons, Conservation Agent and General Planner, dated December 6, 2017 and January 10, 2018. A memo from Dave Gusmini was received on January 2, 2018. Such reports are retained in the files of the Board.

**Findings:**

After considering all of the information and materials that it has received, including the Plans, reports of the Applicant's consultants, correspondence it has received and comments made at the Public Hearing, the Board makes the following findings relative to the Applicant's compliance with the requirements of Development in the Aquifer Protection District.

**A. Aquifer Protection District Section III-A.5**

The purpose and intent of the Aquifer Protection District (hereinafter referred to as "APD") is to protect, preserve and maintain the existing and potential groundwater supply and recharge areas within the Town of Natick by the imposition of conditions, when necessary, for use of the underlying land.

Section III-A.5 (4) sets forth the Permitted Uses within the APD. The section states that unless prohibited by other sections of the Zoning Bylaw, the uses permitted by the underlying district, either as a matter of right or pursuant to a special permit shall continue to be permitted uses in the APD.

The parcel is located in the Residential Single A (RSA) Zoning District the Applicant has proposed to install a dog park (an Institutional/Allowed Use) and as such the proposed use is a Permitted Use under Section III-A.5 (4).

Section III-A.5 (5) sets forth the Prohibited Uses within the APD. This section provides the specific uses that are prohibited from occurring within the APD. The Board finds that the project is not considered a "Prohibited Use" under Section III-A.5 (5).

The Board specifically finds that the project is not considered to include the "disposal of liquid or leachable waste" per Section III-A.5 (5b) of the Natick Zoning Bylaws. The Board determined that:

- The project does not include an act of "disposal" (i.e. the bringing of liquid or leachable waste to the site from offsite.)
- There is no overt act to transfer, alienate, or direct the ownership of property or substance(s).
- There is no prior collection or concentration of material or substance that is brought to the site.
- There are no collection points or engineered systems by which liquid or leachable waste is being disposed of on site as part of the project.

Board finds that the sole incursion to a level below 5 feet above the existing approximate spring high water level is a specifically designed infiltration component of site drainage.

Section III-A.5 (7) sets forth the Special Procedures for the issuance of a Special Permit in the APD. The site lies within the Aquifer Protection District (APD). The APD regulation (Section III-A.5 (7), Special Procedures Regarding the Issuance of Special Permits in the APD District) requires: "...a design to maintain aquifer recharge at pre-permit amounts where the impervious surface will exceed 20% of the lot area, and a design to cleanse and filter the runoff from such impervious surfaces recharged to the aquifer...." The Board finds the design 1) does not create a condition where 20% of impervious surface area is exceeded, and 2) the design conforms to the intent of the APD.

Pursuant to Section III-A.5 (7) (d), the Board makes the following findings relative to the Applicant's proposal:

1. The parcel is located in the Residential Single A (RSA) Zoning District and the Aquifer Protection District and the proposed use is consistent with the purpose and intent of the RSA District and the APD.
2. The proposed use is appropriate to the natural topography, soils and other characteristics of the site.
3. The Applicant's proposal includes a variety of environmental remediation steps, including the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary, which will benefit (and ensure no negative impact to) the Aquifer.
4. The proposed use will not have a detrimental impact on the Aquifer water supply during construction or thereafter, and such impact will be confirmed through the installation of a groundwater monitoring well for pre-use and future testing as deemed necessary.

**Decision:**

After deliberation and consideration of all of the foregoing, and after making the specific findings as set forth herein, the Planning Board, at its meeting on March 14, 2018, voted to **approve** the grant of a Special Permit pursuant to Section III-A.5 of the Natick Zoning By-Laws, subject to the following condition:

- The applicant shall install a groundwater monitoring well proximate to the proposed use. An initial test of the groundwater shall occur prior to the use of the site as a dog park. The monitoring well shall remain functional for future testing, as deemed necessary by the Conservation Commission or Planning Board.
- The site is subject to the Operation and Maintenance Plan approved by the Conservation Commission, dated December 2017 and which is incorporated into this Decision by reference.



NATICK PLANNING BOARD


<u>John Meyer</u>	<u>Yes</u>	<u>Joe West</u>	<u>yes</u>
<u>John Meyer</u>	<u>Yes</u>	<u>Emilia</u>	<u>YES</u>

Date: March 14, 2018

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TOWN CLERK-NATICK

<b>CLERK'S NOTICE</b>	DOCKET NUMBER <b>1881CV01009</b>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b> 
	CASE NAME: <b>Melissa E Probst et al vs. Town of Natick Planning Board et al</b>	<b>Michael A. Sullivan, Clerk of Court</b> <b>Middlesex County</b>
TO: <b>Karis L North, Esq.</b> <b>Murphy, Hesse, Toomey &amp; Lehane</b> <b>300 Crown Colony Drive</b> <b>Suite 410</b> <b>Quincy, MA 02169</b>	COURT NAME & ADDRESS <b>Middlesex County Superior Court - Woburn</b> <b>200 Trade Center</b> <b>Woburn, MA 01801</b>	
<p>You are hereby notified that on 03/08/2019 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to dismiss complaint. After hearing and substantially for the reasons set forth in Natick's motion and memorandum, (#5.0): ALLOWED due to plaintiff's failure to conform to the procedural requirements of GL c.40A, sec.17. Specifically, plaintiffs failed to provide the Natick Clerk with notice of this action, together with the complaint within 20 days of the decision which plaintiffs appeal. This 20 day period coincides with the 20 day period in which plaintiffs must file the complaint. Here, the special permit was issued on 3/20/18. Plaintiffs filed their complaint by 4/9/18 but did not file notice with the Clerk. Plaintiff posits that the second paragraph provides an alternative procedure when a complaint is filed, as this one was, by a third party who was not the applicant, appellant or petitioner below. However, paragraph 1 of sec.17 by its terms applies to third parties ("Any person aggrieved...whether or not previously a party to the proceeding..."). The second paragraph thus provides obligations in addition to the first paragraph, not supplanting them. Because these procedural requirements are jurisdictional, and strictly construed, the complaint is DISMISSED. See memorandum in support and cases cited. So Ordered. Dated 3/8/19</p> <p>Judge: Barry-Smith, Hon. Christopher K</p>		
DATE ISSUED <b>03/08/2019</b>	ASSOCIATE JUSTICE/ ASSISTANT CLERK <b>Hon. Christopher K Barry-Smith</b>	SESSION PHONE# <b>(781)939-2748</b>



## Town of Natick

### Town Administrator's Office

**TO:** BOARD OF SELECTMEN  
**FROM:** MARTHA WHITE, TOWN ADMINISTRATOR  
**SUBJECT:** PROPOSED DOG PARK – MIDDLESEX PATH  
**DATE:** 3/12/2015  
**CC:** FIDO DOG PARK ADVOCACY GROUP  
JAMES HICKS, CHIEF OF POLICE & CHAIR, SAFETY COMMITTEE

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Several milestones have been achieved in recent weeks regarding the proposed Dog Park at Middlesex Path, as follows:

1. The Board of Selectmen have approved the Middlesex Path site for use as a Dog Park
2. The Safety Committee's concerns have been alleviated through design changes
3. FIDO's fundraising has continued; at present they have approximately \$57,000

In speaking with representatives from the Stanton Foundation, it appears that we are at a stage where we can begin negotiation of an Memorandum of Understanding, which MOU will be require Board of Selectmen approval. Once this is in place, Stanton will issue a Letter of Agreement through which we will be provided with funding to advance the project design and develop specifications for construction bidding.

The maximum funding provided by the Stanton Foundation is \$250,000; anything beyond that point must be funded locally; FIDO's fundraising efforts will be ongoing such that they can fund, or significantly offset, any additional costs.

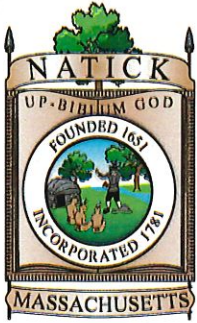
---

**ITEM TITLE:** Director of Public Works: South Main Street Project Update  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

Description	Upload Date	Type
Memo from B. McDowell	5/24/2019	Cover Memo




## TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.  
DIRECTOR

WILLIAM E. McDOWELL, P.E.  
TOWN ENGINEER

### MEMORANDUM

To: Michael Hickey, Chair, Board of Selectmen  
From: Bill McDowell, Town Engineer   
Date: May 23, 2019  
**Re: South Main Street Project Update**

South Main Street Design continues. The design estimate at the 50% design stage was approximately 15% higher than the requested appropriation based on initial engineering estimate. Funding for the project was removed from the Annual Town Meeting Warrant and will be requested at the Fall Town Meeting. The engineers have been working with the Department to decrease construction costs. It is anticipated the project estimate, with 10% contingency, will be slightly under \$ 4.0M.

The Notice of Intent for the project was presented to the Conservation Commission at their May 16<sup>th</sup> meeting. The public hearing was closed and the Commission is expected to vote on an Order of Conditions for the two areas under the Commission's jurisdiction (Sherborn Town Line to West Street and an intermittent stream headwall near Bennet Street) at their meeting on the 30<sup>th</sup>.

Geotechnical survey revealed the absence of ledge along the easterly side of the right of way between Morgan Drive and Rockland Street. The design consultant is currently determining the extent of excavation and restoration grading required to construct the sidewalk in this roadway segment. This portion of the design is to be presented as an add alternate.

The Department has confirmed the location of utility poles with Eversource Electric. All utility poles will be located within the existing 41.25' wide right of way. There are some support anchors which will need to be relocated. The Engineering Division is meeting with the property owners affected and as of the date of this meeting has met with 9 of the 20 residents.

Final design, specifications and estimate are anticipated in late June - mid July. Funding for the project will be requested at the Fall Town meeting. It is anticipated that construction would begin in Late April early May 2020. Construction is anticipated to take the full 2020 construction season and a portion (2 -3 months) of the 2021 season to finalize traffic control measures and plantings. The Department is considering performing hydrant relocations during this construction season in advance of contract work in the roadway. Eversource Electric is evaluating whether relocation of their utility poles may begin in the fall of this year.



The preliminary estimate for the selected design was originally projected to be \$3,500,000. This estimate was produced early on in the process of design before more detailed construction plans had been produced. The engineer's estimate at the 50% design phase, including a 10% contingency, was \$ 4,435,177.20. The amount was well in excess of the capital funding request scheduled for the Annual Town Meeting in April. For this reason, it was recommended that the request be postponed until the Fall Town Meeting.

The increase in the cost estimate was due to a number of factors. The price of hot mix asphalt for the roadway surface repair has increased over 25% in the past 9 months and this was a large component (22%) of the estimate. Recent HMA prices submitted with the 2019 paving bid were used in a revised estimate reducing the total by approximately 15%, however, HMA prices are somewhat volatile and subject to seasonal and market variation.

Earth excavation and rock excavation also represent approximately 8% of project costs. Recent subsurface geotechnical observation have revealed less ledge than anticipated and rock excavation costs have been reduced in the revised estimate.

The Board of Selectmen and the Transportation Advisory Committee requested the consultant to evaluate traffic calming measures including electric signals, dynamic speed detection signs, increased signage, special painting and textural finishes at crosswalks. The original 50% design had several measures that were proposed that were not supported by the Town Safety officer and have been removed. Crosswalks have been consolidated at existing locations and in some cases, imprinted crosswalk pavements were eliminated. This has also reduced costs.

Utility costs for relocation of existing drain structures, extending drain lateral piping to relocated catch basins and accommodating underground communications duct banks remain in the contract. The Water and Sewer Division is currently evaluating moving the hydrants on South Main which will reduce the contract by approximately \$90,000.

The estimated construction costs, at this time including a 10% contingency, is \$ 3,992,100. The recommendation for a warrant article request would be \$4.2M which would provide for full time construction oversight by a resident engineer, which would be advisable on a project of this size and scope.

To help create a context for the project, in comparison to the North Main Street Project, which is being funded by MassDOT, the South Main Street project is estimated to cost approximately \$ 530 per linear foot of length, while North Main Street project is estimated to cost approximately \$ 1,340 per linear foot of length, not including land acquisition costs.

The Department does feel that the proposed improvements for pedestrian and bicycle accommodations are appropriate when rehabilitating a roadway that is as central and vital to transportation into and through the Town as South Main Street is. The proposed improvements will be a noticeable change for other modalities of transport while improving the roadway surface for motor vehicles, in keeping with the Town's commitment to its complete streets policy. The narrow right of way restricts what improvements may be made, however it is felt that this project will provide demonstrably better accommodation for more modes of travel than currently exists.

---

**ITEM TITLE:** Proposed BOS Recommendation to Town Administrator to Close Town Hall at 11:00 p.m. Monday-Thursday

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposal-S. Salamoff	4/9/2019	Cover Memo
Outreach Meeting Notice	5/10/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

---

**Fwd: Proposal to Recommend Town Hall Close at 11:00 p.m. Monday - Friday, Agenda April 16, 2019.**

1 message

---

**Sue Salamoff** <ssalamoff@natickma.org>

Mon, Apr 8, 2019 at 2:05 PM

To: Melissa Malone <mmalone@natickma.org>

Cc: Donna Donovan <ddonovan@natickma.org>, Patricia O'Neil <poneil@natickma.org>

FYI

Sue

----- Forwarded message -----

From: Sue Salamoff <ssalamoff@natickma.org>

Date: Mon, Apr 8, 2019 at 12:43 PM

Subject: Proposal to Recommend Town Hall Close at 11:00 p.m. Monday - Friday, Agenda April 16, 2019.

To: Michael Hickey <mhickey@natickma.org>

It is in the interests of Natick citizens, volunteers elected and appointed and the employees of the town that the work of Town Boards, Committees and Commissions be conducted during reasonable hours. Access to government means hours that a person may be expected to be present to speak on an issue, participate as a decision maker or just observe their government in action. Additionally, it is reasonable to suggest that the decision making process is not always at it's best when meetings extend beyond 11 p.m.

Sue

--

Susan G. Salamoff, Vice Chair

Natick Board of Selectmen

Please note that emails are considered a public record.

--

Susan G. Salamoff, Vice Chair

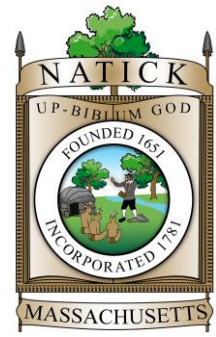
Natick Board of Selectmen

Please note that emails are considered a public record.



# *Town of Natick*

## *Meeting Notice*



### **OUTREACH MEETING:**

## **DISCUSSION REGARDING TOWN HALL CLOSING HOURS**

**Proposal to recommend Town Hall Close at 11:00 p.m. Monday-Thursday  
Presented by the Board of Selectmen's Vice Chair, Susan G. Salamoff:**

**"It is in the interests of Natick citizens; volunteers, elected and appointed; and employees of the Town that the work of Town Boards, Committees, and Commissions be conducted during reasonable hours. Access to government means hours that a person may be expected to be present to speak on an issue, participate as a decision maker, or just observe their government in action. It is reasonable to suggest that the decision-making process is not always at its best when meetings extend beyond 11:00 p.m."**

**WEDNESDAY, MAY 15, 2019  
5:30-6:30 PM  
NATICK TOWN HALL  
13 EAST CENTRAL STREET, 2<sup>ND</sup> FLOOR  
EDWARD DLOTT MEETING ROOM**

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**ITEM TITLE:** Approve Meeting Minutes: 5/9/19

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

**Description**

5/9/19

**Upload Date**

5/17/2019

**Type**

Cover Memo

# BOARD OF SELECTMEN – TOWN OF NATICK

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## **MEETING MINUTES**

**EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL**

**May 9, 2019**

**5:30 PM**

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

**ALSO PRESENT:** Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

The Chairman called the meeting to order at 5:30 p.m., noting that a quorum was present and that the meeting had been duly posted. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

## **ANNOUNCEMENTS**

Mr. Hickey read a thank you letter from the Boston Athletic Association to the Town in relation to the 123<sup>rd</sup> running of the Boston Marathon. Mr. Hickey attributed the success of the event to the Town employees who worked it, including staff from the Police, Fire, Community Services, Veterans' Services, Health, and DPW Departments.

## **CITIZEN'S CONCERNS**

None.

## **BOARD OF SELECTMEN UPDATES**

**Downtown Parking Garage Update:** Community and Economic Development Director Jamie Errickson and Senior Planner Ted Fields reported on the Draft Phase 5 Summary Report from Walker Consultants, indicating that it was a comprehensive analysis of the design, financing, construction, and operation of a new parking garage on the site of the Town-owned Middlesex Avenue parking lot. Mr. Fields reminded the Board that Town Meeting had appropriated funding in the Spring of 2017 for this feasibility study. The report finds that the proposed lot is suitable for a new parking structure and estimates the need for additional parking in Natick Center to be about 300-400 spaces. Two public meetings held last summer culminated in an interboard meeting and a specific design was chosen. Projected costs for that design option are estimated at \$13.8 million for a structure consisting of four supported levels and one on-grade level that would provide a capacity of approximately 350 spaces. This option does not include a solar array. Mr. Freedman expressed interest in figuring out the additional costs of including a solar array in keeping with the Town's sustainability efforts. It is anticipated that existing parking rates would not be sufficient to cover the operational costs of a new garage. Grant programs and other options are being investigated. Mr. Fields stated that Walker Consultants would be invited to attend a future Selectmen's Meeting, and Ms. Malone recommended bringing the consultant in to have a more robust conversation regarding specifics.

## **TOWN ADMINISTRATOR NOTES**

None.

## **SELECTMEN'S CONCERNS**

None.

**ROLL CALL VOTE TO ENTER EXECUTIVE SESSION:**

The Chair requested a motion to enter Executive Session to discuss matters pertaining to:

1. Purpose 3: Strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares:

Collective Bargaining Agreements:

- Local 1707, International Association of Firefighters, AFL-CIO
  - Deputy Fire Chiefs' Association
  - New England Police Benevolent Association, Inc., Local 182 (Police Superiors)
  - New England Police Benevolent Association, Inc., Local 182 (Dispatch)
  - Supervisors' and Administrators' Association (DPW Supervisors)
  - Laborers' Internal Union of North America (LIUNA)
    - Public Employees Local Union 1116 (Clerical)
    - Public Employees Local Union 1116 (DPW Laborers)
    - Maintenance and Custodians Local 1115 (Facilities Maintenance)
    - Public Employees Local Union 1116 (Library)
2. Purpose 4: The deployment of security personnel or devices, or strategies with respect thereto – Communications Protocol (4/22/19 Natick High School events)

Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to enter Executive Session, confirmed by a roll call vote as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Mr. Freedman	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes

The Chair announced that the Board would not return to Open Session, but would adjourn from Executive Session. The Board entered Executive Session at 6:31 p.m.

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Michael J. Hickey, Jr., Clerk

Submitted by Trish O'Neil, Executive Assistant

May 9, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on \_\_\_\_, 2019.

**All documents used at this Board of Selectmen meeting are available at:**

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=656&MinutesMeetingID=-1&doctype=Agenda>

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**ITEM TITLE:** Fourth of July Banner: 7/1-7/7/19

**ITEM SUMMARY:**

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**ATTACHMENTS:**

**Description**

Request

**Upload Date**

5/23/2019

**Type**

Cover Memo



Patricia O'Neil <poneil@natickma.org>

---

## 4th of July Parade Approval - Thu, 7/4/19

4 messages

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Patricia O'Neil <poneil@natickma.org>

Fri, Feb 22, 2019 at 8:58 AM

[REDACTED]

[REDACTED]

[REDACTED]

---

[REDACTED]

[REDACTED]

[REDACTED]

---

[REDACTED]

[REDACTED]

[REDACTED]

---

**Peg Waters** <pegnatick4th@gmail.com>  
To: Patricia O'Neil <poneil@natickma.org>

Sat, May 18, 2019 at 8:56 AM

hi Trish,

I have a question about the banner in downtown across Main Street. What are the parameters for it? Can the 4th group do one the week of the 4th?

Thanks,  
Peg

On Fri, 22 Feb 2019 at 08:59, Patricia O'Neil <poneil@natickma.org> wrote:

[Quoted text hidden]

[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Peg Waters <pegnatick4th@gmail.com>

Mon, May 20, 2019 at 8:26 AM

Hi Peg. I've penciled you in for July 1-7 and will add your request to the Selectmen's 5/28 agenda and follow up with you after that meeting. I've attached our banner policy that outlines all of the specifications for it. Let me know if you have any questions.

[Quoted text hidden]



**Banner Policy Amended 02.01.16.pdf**

10K

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**ITEM TITLE:** Beaver Dam Road Block Party: 6/9/19

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Updated Request for 6/23/19 & Police Recommendation for Approval	5/23/2019	Cover Memo
Original Request for 6/9/19	5/23/2019	Cover Memo





Patricia O'Neil <poneil@natickma.org>

---

## Block Party Permit [REDACTED]

8 messages

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**Kathy Demko** <natickfriends4acure@gmail.com>  
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 8, 2019 at 8:43 PM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

[REDACTED]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Thu, May 9, 2019 at 1:45 PM

Hi Brian. Recommendations?

[Quoted text hidden]

--

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
poneil@natickma.gov  
www.natickma.gov

---

**selectman request \_8May2019.docx**  
24K

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 10, 2019 at 6:57 AM

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.

- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- As in past years Beaver Dam Road to be blocked/barricaded at Kelsey Road and again at Granby Road.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

---

**Kathy Demko** <natickfriends4acure@gmail.com>  
To: Patricia O'Neil <poneil@natickma.org>

Sun, May 19, 2019 at 2:17 PM

Hi  
Just found out neighbors who live at [50 Beaver Dam Rd](#) have a graduation party planned for 2 on June 9th. For safety reasons, we need to move our Block Party to June 23rd. .  
Should I update my letter/ request and resend? We also wanted to invite fire and police to attend if possible on the 23rd. Please do let me know how to proceed.

Kathy Demko  
508-244-1073

[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Mon, May 20, 2019 at 8:19 AM

Hi Brian. I can put this on the 5/28 agenda. Do you have any problem with the date change?

----- Forwarded message -----

From: **Kathy Demko** <natickfriends4acure@gmail.com>  
Date: Sun, May 19, 2019 at 2:17 PM  
Subject: Re: Block Party Permit and request June 9, 2019  
To: Patricia O'Neil <poneil@natickma.org>

[Quoted text hidden]

[Quoted text hidden]

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[Redacted content]



[Quoted text hidden]


---

**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Mon, May 20, 2019 at 10:15 AM

We are good with the date change.

[Quoted text hidden]





AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

May 8, 2019

*Dear Natick Selectman,*

*I am writing to request permission for a road closure on June 9<sup>th</sup> from 49-56 Beaver Dam Rd. for our Annual Block Party. This year, we'd also like to invite Police and firefighters from the Speen Street Fire house to join us if they are available.*

*All neighbors living on Kelsey, Granby and Beaver Dam Roads are invited to join us on June 9<sup>th</sup> from 12Noon-6PM with a June 23<sup>rd</sup>. More than 50 families with more than 35 young children are invited to attend. Some of the planned games and activities will occur in the street. I am requesting a road closure from 49-56 Beaver Dam Rd from 11AM -7PM.*

*We'd love to invite Police and firefighters from the Speen Street fire house to join us for their lunch break and give all neighbors a chance to meet and greet these local heroes. Joining us is an opportunity to meet the residents, show off their equipment, let the kids climb on the truck and talk about fire safety.*

*Our block party is also a fundraiser for The Natick, Framingham, Ashland, Holliston and Sherborn Relay For Life. Our goal is to bring families, friends and new neighbors together to strengthen our community, raise money for the American Cancer Society and raise awareness about fire safety.*

*Sincerely,*

*Kathleen Demko  
46 Beaver Dam Rd Natick, MA. 01760  
508-244- 1073  
[Natickfriends4acure@gmail.com](mailto:Natickfriends4acure@gmail.com)*

---

**ITEM TITLE:** Spring Valley Block Party: 6/23/19

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request & Police Recommendation for Approval	5/23/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

---

## Spring Valley Rd Block Party Request

9 messages

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**'Kelly Mcpherson' via Selectmen** <selectmen@natickma.org>

Sun, May 19, 2019 at 10:49 AM

Reply-To: Kelly Mcpherson <quilterkel@yahoo.com>

To: "selectmen@natickma.org" <selectmen@natickma.org>, "lauzon@natickpolice.com" <lauzon@natickpolice.com>

The wonderful folks of Spring Valley Rd would like to have a block party. Sunday June 23rd We would like to close the road from noon-8pm. We have closed the road with police barriers on loan in years past. We would like to close from Wedgewood to Waring. We do not have a rain date.

We would also like to invite you all to stop by and meet your constituents.

Thanks

Kelly McPherson

508-314-4410 for any questions you may have

[quilterkel@yahoo.com](mailto:quilterkel@yahoo.com)

Please let us know.

Kelly McPherson

---

**Patricia O'Neil** <poneil@natickma.org>

Mon, May 20, 2019 at 8:22 AM

To: Kelly Mcpherson <quilterkel@yahoo.com>

Kelly, I will add this to the Selectmen's 5/28 agenda and follow up with you after that meeting.

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

F: 508-647-6401

[poneil@natickma.gov](mailto:poneil@natickma.gov)

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

---

**Patricia O'Neil** <poneil@natickma.org>

Mon, May 20, 2019 at 8:23 AM

To: Brian Lauzon <lauzon@natickpolice.com>

Hi Brian, recommendations?

[Quoted text hidden]

[Quoted text hidden]

---

**Kelly Mcpherson** <quilterkel@yahoo.com>

Mon, May 20, 2019 at 9:01 AM

To: Patricia O'Neil <poneil@natickma.org>

Thanks, I think I will be there for anything Dog Park related anyways.

Kelly

Sent from my iPhone please pardon any mistakes

[Quoted text hidden]

---

**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Mon, May 20, 2019 at 10:29 AM

Trish,

Can we confirm the location? Springvalley Road does not intersect with Waring Road. I just need to know if we are talking Springvalley from Wedgewood to Westlake or Springvalley from Wedgewood to Farrant?

Thanks

Brian

[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Kelly Mcpherson <quilterkel@yahoo.com>

Tue, May 21, 2019 at 1:24 PM

Kelly, our safety officer would like to confirm the location. He said:

"Springvalley Rd does not intersect with Waring Road. Is it Springvalley from Wedgewood to Westlake or Springvalley from Wedgewood to Farrant?"

Can you clarify?

[Quoted text hidden]

[Quoted text hidden]

---

**Kelly Mcpherson** <quilterkel@yahoo.com>  
To: Patricia O'Neil <poneil@natickma.org>

Tue, May 21, 2019 at 1:45 PM

Wedgewood to Westlake.

Sorry

Kelly

Sent from my iPhone please pardon any mistakes

[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Tue, May 21, 2019 at 1:45 PM

Brian, clarification re: Springvalley Block Party....

[Quoted text hidden]

---

**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 22, 2019 at 10:42 AM

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date

- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.
- Springvalley Road to be closed at Wedgewood Road and then again at Westlake Road.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]



---

**ITEM TITLE:** Eastern Bank Flutie 5K: 9/29/19

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Date Change Request for 9/29/19	5/23/2019	Cover Memo
Police Recommendation for Approval	5/23/2019	Cover Memo
Original Request for 10/6/19	5/23/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

---

## Flutie 5k Date

1 message

---

**Colleen Phelps** <colleenhphelps@comcast.net>

Wed, May 15, 2019 at 3:40 PM

To: Patricia O'Neil <poneil@natickma.org>

Cc: Nicole Guglielmucci <nguglielmucci@flutiefoundation.org>

Dear Ms. O'Neil,

I spoke with the Flutie Foundations today and the date has been set for Sunday, September 29th at 11:00 am for the 20th Anniversary Road Race.

Please let me know when the Board approves this date and do not hesitate to reach out if you need more information.

Thank you and my best,

Colleen Phelps

Founder and Coach

STRIVERS Running Club for Girls

<http://striversrunningclub.com/>

[www.facebook.com/striversrunningclub](http://www.facebook.com/striversrunningclub)

508-341-7728



Patricia O'Neil <poneil@natickma.org>

---

## Flutie 5K 10/6/19

4 messages

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Thu, May 9, 2019 at 4:20 PM

Hi Brian. Recommendations? This will be on the 5/28 agenda.

--

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
poneil@natickma.gov  
www.natickma.gov



**Flutie 5K.pdf**  
325K

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 10, 2019 at 1:19 AM

Trish,

After review we would recommend that the BOS approve this request. We have actively participated in the planning and operation of this event since its beginning and have already been working with Mrs. Phelps on this years race.

Respectfully submitted,

Lt. Brian G. Lauzon  
[Quoted text hidden]

---

**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Thu, May 16, 2019 at 5:09 PM

Brian, Flutie 5K would like to change the date to 9/29. Will that still work?  
[Quoted text hidden]

---

**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Fri, May 17, 2019 at 12:26 AM

Trish,

We have the MetroWest Suicide Prevention walk that day, but it starts and finishes at the High School so I do not see a conflict in changing dates.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]



May 3, 2019

Mr. Michael Hickey Jr., Chairman  
Natick Board of Selectman  
13 East Central Street  
Natick, MA 01760

Dear Mr. Hickey,

I am reaching out to you and The Board or Selectman to ask for your consideration to permit The Doug Flutie Jr. Foundation for Autism to host the 19th Annual Eastern Bank Flutie 5k, on Sunday, October 6th, 2019 at 11:20 am.

The race will start and end at MetroWest Medical Center's Leonard Morse campus as it has done so for the past eight years and follow the protocol that has been set forth since moving the race to this venue. The race course has been moved back to it's original start and end and has been approved by the Lieutenant Brian Lauzon.

This is one of Eastern Massachusetts' best family events, supporting the Doug Flutie, Jr. Foundation for Autism, one of the region's most generous and effective autism advocates. The Flutie 5k has raised \$1,000,000 over the years to support educational, therapeutic and recreational interventions for people living with autism. We hope to attract 1000 runners and walkers this year.

I am honored to be the Race Director and happy to provide the Board with any additional information you may need, please do not hesitate to ask. I look forward to hearing back from you.

With kindest regards,

Colleen Phelps  
Founder  
STRIVERS Inc.  
8 Deer Path, Natick MA 01760  
508-341-7728

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**ITEM TITLE:** Albanian Orthodox Church of the Annunciation Citation in Recognition of 100th Anniversary

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	5/23/2019	Cover Memo
Citation	5/23/2019	Cover Memo



Patricia O'Neil <poneil@natickma.org>

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## Citation on the occasion of church's 100th anniversary

9 messages

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**'Karen Kisty' via Selectmen** <selectmen@natickma.org>

Mon, May 13, 2019 at 1:49 PM

Reply-To: Karen Kisty <k.kisty@icloud.com>

To: selectmen@natickma.org

Cc: k.kisty@yahoo.com

Good afternoon,

I am writing to request a citation from the Natick Board of Selectmen in celebration of the 100th anniversary of the founding of the Annunciation Orthodox Church at 37 Washington St. which is being celebrating throughout this year. I have included below a photo of the citation which was prepared for our 90th anniversary for some reference. In addition, I offer the following details should you choose to "change things up a bit":

- Established on March 19, 1919 by immigrants from Albania who had settled in Natick, Framingham, Marlborough, Hudson and Brockton. Parishioners now include Orthodox Christians of many ethnic backgrounds
- First services were held above former Grupposo's market on Summer Street; current location at corner of Washington Street and North Avenue was purchased from the Knights of Pythias in 1938
- Vetetima women's society founded in 1935 for the purpose of financially supporting the church and members in need
- Father Joseph Gallick remains as our priest

There's a detailed history on the church's website [www.aocnatick.org](http://www.aocnatick.org) should you need more info.

Many thanks for your assistance. Any questions, please contact our church at 508.655.7927.

Sincerely,  
Karen Kisty

[REDACTED]

[REDACTED]

---

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# *Town of Natick*

*Massachusetts 01760*  
*Home of Champions*



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

## CITATION PRESENTED TO ALBANIAN ORTHODOX CHURCH

WHEREAS the Albanian Orthodox Church of the Annunciation was established on March 19, 1919 by immigrants from Albania who had settled in Natick, Framingham, Marlborough, Hudson and Brockton. Parishioners now include Orthodox Christians of many ethnic backgrounds, and the Church has served a vital role in supporting its parishioners and the larger community, and

WHEREAS the church was originally led by the Reverend Father Vangel Chamche and Chairman Vasil Tutuny, and is led in 2019 by Father Joseph Gallick, and

WHEREAS the Albanian Orthodox Church First services were held above the former Grupposo's market on Summer Street; current location at corner of Washington Street and North Avenue was purchased from the Knights of Pythias in 1938

WHEREAS Vetetima women's society founded in 1935 for the purpose of financially supporting the church and members in need

WHEREAS the members of the Albanian Orthodox Church have shown welcome and kindness to both friends and strangers, volunteering to serve the Natick Food Pantry, the Natick Service Council and many programs of the Natick Rotary Club, and many other worthy endeavors, and

WHEREAS the Albanian Orthodox Church now celebrates one hundred years in the town of Natick,

NOW THEREFORE the Natick Board of Selectman congratulates the Albanian Orthodox Church on its 100<sup>th</sup> Anniversary, with best wishes to the parish and appreciation for your vibrancy, good works, and your individual and collective contributions to the well-being of our beloved town.

***IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed this 28<sup>th</sup> day of May, 2019.***

\_\_\_\_\_  
*Michael J. Hickey, Jr., Chair*

\_\_\_\_\_  
*Susan G. Salamoff, Vice Chair*

\_\_\_\_\_  
*Jonathan K. Freedman, Clerk*

\_\_\_\_\_  
*Karen Adelman-Foster*

\_\_\_\_\_  
*Richard P. Jennett, Jr.*



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**ITEM TITLE:** Hladick Brothers Proclamation

**ITEM SUMMARY:**

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**ATTACHMENTS:**

**Description**

Proclamation

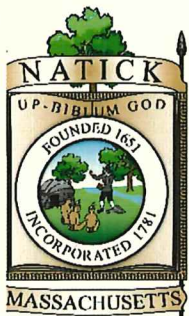
**Upload Date**

5/23/2019

**Type**

Cover Memo





**A BOARD OF SELECTMEN RESOLUTION**  
**HONORING THE HLADICK BROTHERS WITH THE DEDICATION OF**  
**HLADICK BROTHERS SQUARE**  
**IN THE TOWN OF NATICK, MASSACHUSETTS**

**Whereas**, on May 11, 2019, the Hladick Brothers Square at the corner of Jackson Court and North Main Street in the Town of Natick, will be dedicated in honor of Martin Paul Hladick and Joseph John Hladick, both of whom served in the United States Armed Forces; and

**Whereas**, Martin P. Hladick was born in Natick on December 18, 1918 and Joseph J. Hladick was born in Natick on November 19, 1920; and

**Whereas**, the brothers, who were two of nine siblings born to Martin Hladick, Sr. and Mary Hladick, grew up at 140 North Main Street in Natick, Massachusetts; and

**Whereas**, Martin P. Hladick served in the United States Navy with the rank of Water Tender Third Class V6; and

**Whereas**, Joseph J. Hladick served in the United States Marine Corps with the rank of Sergeant; and

**Whereas**, Martin P. Hladick served in both the European and Pacific Campaigns, including D-Day and Tokyo Bay, when the surrender was signed to end the war with Japan; and

**Whereas**, Joseph J. Hladick served in many Pacific Campaigns including the Battle of Palau Islands; and

**Whereas**, Martin P. Hladick was awarded the following: World War II Victory Medal, Good Conduct Medal, American Theater Ribbon, Philippine Liberation Ribbon, Asiatic Pacific Theater Ribbon with one star, and European-African-Middle Eastern Theater Ribbon with four stars; and

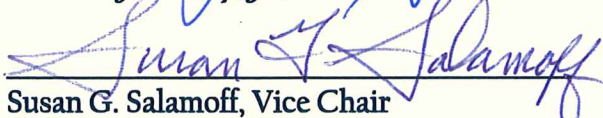
**Whereas**, Joseph J. Hladick was awarded the following: Asiatic Pacific Theater Ribbon, Philippine Liberation Ribbon, World War II Victory Medal, and Good Conduct Medal.

**Now, Therefore, Be It Resolved** that the Natick, Massachusetts Board of Selectman hereby honors the Hladick Brothers at the occasion of the Dedication of the Hladick Brothers Square; and

**Be It Further Resolved** that a copy of this resolution shall be transmitted forthwith by the Natick Board of Selectman to the Hladick family.

**Natick Board of Selectmen,**

  
Michael J. Hickey, Jr., Chair

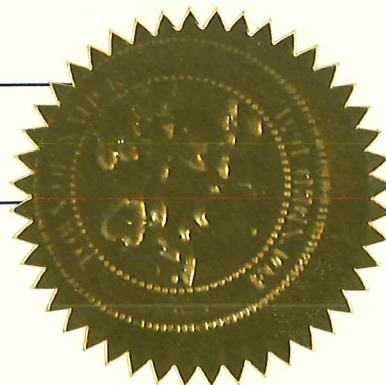
  
Susan G. Salamoff, Vice Chair

  
Karen Adelman-Foster

  
Richard P. Jennett, Jr.

Jonathan H. Freedman, Clerk

Dated



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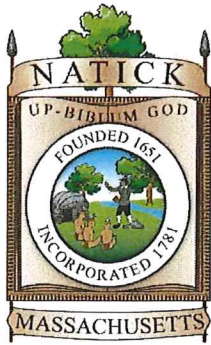
**ITEM TITLE:** Rotary Club: One-Day Alcohol License

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Application	5/23/2019	Cover Memo
Library Recommendation for Approval	5/23/2019	Cover Memo
Police Recommendation for Approval with Stipulations	5/23/2019	Cover Memo

**Office Use Only:**

Date Pmt Rec'd: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_ Check No: \_\_\_\_\_

Police Department approval issued ☐ Notes: \_\_\_\_\_Board of Health approval issued ☐ \_\_\_\_\_

Board of Selectmen Decision Date \_\_\_\_\_

Approved ☐ Denied ☐

## TOWN OF NATICK

### ONE-DAY LIQUOR LICENSE APPLICATION (SECTION 14 LICENSE)

*(Type or print clearly; illegible applications will not be accepted)*

A **nonprofit\*** organization may apply for either a one-day all-alcohol license or one-day beer and/or wine license. A **for profit\*\*** organization may apply for a one-day beer and/or wine license ONLY. Special license-holders **CANNOT** purchase alcoholic beverages from a package store; alcoholic beverages must be purchased from a State licensed supplier: <https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc>.

Date Submitted: May 16, 2019Fee: \$100.00

The undersigned hereby applies for a One-Day Liquor License in accordance with the provisions of the Statutes relating thereto:

**Applicant Information:**Name Eric LazzariOrganization Rotary Club of NatickAddress PO Box 16 Natick, MA 01760 (personal: 30 Virginia Rd. Natick, MA 01760)Phone number 5089601743 Email address eric@natickrotary.orgType of Organization: ☒ Nonprofit\* ☐ For profit\*\*Type of alcohol to be served: ☐ All alcohol (nonprofit organizations only)☒ Beer and/or Wine (any organization)

If wine is being donated a charity wine fundraising license will be issued in conjunction with a one day license.

Wine Donors n/aEvent Details: Installation of Officers at Morse Institute LibraryType of event Member Awards DinnerLocation where event will be held Morse Institute LibraryDate of event 6/23/19 Hours of event 6-8Estimated attendance 75



**Alcohol Service Details:**

Catering/Serving Company TJ's Catering  
Address 355 W. Union St. Ashland, MA  
Contact Person John Tomasz  
Phone number 508-881-1565 Email address \_\_\_\_\_

Please add any additional information you think may be pertinent: \_\_\_\_\_

Please print and submit completed application to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760, or email to [poneil@natickma.org](mailto:poneil@natickma.org) or [ddonovan@natickma.org](mailto:ddonovan@natickma.org). See additional important licensing information on the Town website at [natickma.gov](http://natickma.gov): click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Board of Health (508-647-6460), located on the second floor of Town Hall, regarding any other permits you may need or requirements you should be aware of pertaining to your application for a one-day alcohol license.

**PLEASE NOTE:** If your application is approved, the Town of Natick will require:

1. Proof of current alcohol server training through either the TIPS or the AIM in-person training programs. Online server training certification, such as eTIPS, will NOT be accepted by the Town of Natick.
2. A certificate of liability insurance naming the Town of Natick as an additional insured.



Patricia O'Neil <poneil@natickma.org>

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## Rotary Club: One-Day Alcohol License

2 messages

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**Patricia O'Neil** <poneil@natickma.org>  
To: Jason Homer <jhomer@minlib.net>

Thu, May 23, 2019 at 10:48 AM

Hi Jason. We received an application for a one-day alcohol license from the Natick Rotary Club for their Member Awards Dinner at the library on 6/23/19. Per your library policy, we will need approval from you as the acting director on behalf of your Board of Trustees in order for the Selectmen to vote for approval. Their application is attached.

--

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
poneil@natickma.gov  
www.natickma.gov



**Rotary Club-1 Day Alc.pdf**  
762K

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**Jason Homer** <jhomer@minlib.net>  
To: Patricia O'Neil <poneil@natickma.org>

Thu, May 23, 2019 at 10:51 AM

Hi Trish,

Yes, this was approved at Dr. Keefe's request. I will personally be in attendance to ensure the library's interest during the event. Thank you.

[Quoted text hidden]

--

Jason Homer  
Assistant Director  
Morse Institute Library  
[14 East Central St.](#)  
[Natick MA 01760](#)  
[\(508\) 647-6526](#)  
[\(508\) 647-6527](#) fax  
[jhomer@minlib.net](mailto:jhomer@minlib.net)

[www.morseinstitute.org](http://www.morseinstitute.org)

[Follow the Morse Institute Library on Facebook](#)



Patricia O'Neil <poneil@natickma.org>

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## Rotary Club - 1 Day Alcohol License

2 messages

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**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Tue, May 21, 2019 at 3:16 PM

Hi Brian. Recommendations?

--

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
poneil@natickma.gov  
www.natickma.gov



**Rotary Club-1 Day Alc.pdf**  
762K

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 22, 2019 at 12:38 PM

Trish,

After review, and understanding that this is a Rotary Members Event, we would recommend approval of this request. We would request that the BOS, as the Licensing Authority for the Town of Natick, require the applicant be given a copy of the Town's Alcohol Beverage Service Policy and that they submit copies of their server certifications to me in advance of the event for review.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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**ITEM TITLE:** Authorize Public Hearing Regarding Safety Committee Recommendation - Addition of New Address at Common Cafe & Kitchen for "Takeout Door"

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Safety Committee Recommendation	5/23/2019	Cover Memo

# TOWN OF NATICK

NATICK, MASSACHUSETTS 01760



## POLICE DEPARTMENT

*James G. Hicks, Chief of Police*

20 East Central Street

Natick, MA 01760

Phone: 508-647-9511

Fax: 508-647-9509

### *Interoffice Memorandum*

Date: May 22, 2019

To: Michael J. Hickey, Chair Board of Selectmen

From: James G. Hicks, Chief of Police

RE: Safety Committee Recommendation

On May 2, 2019 Ali Zadeh owner of Common Street Café appeared before the Safety Committee to request an additional address for takeout purposes only. The Café's main address is 9 South Main Street, the front of the property has 3 doors on South Main Street. The first is 9 South Main the main entrance to the Café; the second door is 11 South Main Street which leads to second floor businesses; he would like to establish takeout only at the third door, with an address of 13 South Main Street.

The Safety Committee Respectfully requests the Board of Selectmen to hold a Public Hearing.

Sincerely,

A handwritten signature in blue ink, appearing to read "James G. Hicks".

James G. Hicks  
Chief of Police





**TOWN OF NATICK**  
***SAFETY COMMITTEE RECOMMENDATIONS***  
POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, SECTIONS 23A-23C

**NATICK POLICE DEPARTMENT SAFETY COMMITTEE**  
**MAY 2, 2019**  
**ADDRESS CHANGE**

AGENDA ITEM	RECOMMENDATION	DATE
Request for new address Common Café & Kitchen currently 9 South Main Street would like to request an additional address for a takeout door at 13 South Main Street.	Committee VOTED to recommend to the Board of Selectmen to hold a Public Hearing to add additional address for Common Street Café of 13 South Main Street.	May 2, 2019

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**ITEM TITLE:** Correspondence 5/28/19

**ITEM SUMMARY:**

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