



NATICK BOARD OF SELECTMEN
AGENDA
Edward H. Dlott Meeting Room
Monday, November 18, 2019
6:00 PM

Agenda Posted Thursday, 11/14/19 at 5:15 p.m. Revised on 11/18/19 at 8:45 a.m.

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

1. 6:00 p.m. OPEN SESSION, CALL TO ORDER, ROLL CALL VOTE TO ENTER INTO EXECUTIVE SESSION
2. 6:05 p.m. EXECUTIVE SESSION

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

A. Pursuant to MGL c. 30A, S. 21 (a)(3) To discuss strategy with respect to Collective Bargaining If an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares

- Public Employees Local Union 1116 (DPW Laborers)
- Public Employees Local Union 1116 (Clerical)
- Maintenance and Custodians Local 1116 (Facilities Maintenance)
- Supervisors and Administrators Association (DPW Supervisors)
- Police Superiors Local 82
- Firefighters and Fire Deputy Chiefs Local 1707

3. 7:05 p.m. RECONVENE OPEN SESSION
4. 7:10 p.m. ANNOUNCEMENTS

A. Small Business Saturday and Free 2-Hour Parking

B. Substance Use Vigil -12/8/2019

C. Agreement between the Town of Natick and Estate of James M. Knott (re: Permissive Access to Hunnewell Fields)

5. 7:15 p.m. 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. 7:20 p.m. BOARD OF SELECTMEN UPDATES

- A. Boden Lane Bridge
- B. Navy Yard Park
- C. East Park
- D. West Natick Fire Station

7. 7:30 p.m. REQUESTED ACTION

- A. Public Hearing: Naming the Dog Park at 111 West Central St. "Eddie's Park"
- B. Public Hearing: FY2020 Tax Classification
- C. Safety Committee Recommendations
- D. Procurement Officer
 - 1. Custodial Cleaning Services Renewal
 - 2. Asphalt Renewal
 - 3. Rehabilitation of Springvale Well No. 2
 - 4. Streetlight Maintenance
 - 5. Recreation and Parks Transportation Services
 - 6. W-155 - Broad Hill Water Tank Mixer and Appurtenances

8. 8:15 p.m. DISCUSSION AND DECISION

- A. 2020 Parking Fees
- B. Capital Plan/Large Projects
- C. Adult Use Marijuana Request for Information: Draft for Consideration
- D. Rules & Regulations Adult Use Marijuana Establishment Licenses: Draft for Consideration

9. CONSENT AGENDA

- A. Approve Town Common Use for the Chabad Center of Natick 12/15/19-1/3/20
- B. Approval of Meeting Minutes
 - 10/28/19
 - 11/4/19
- C. Approve Grant of Water Main Easement Granted by Fairway Estates Condominium Trust
- D. Approve Reverend Victoria Alfred Guest Proclamation

10. TOWN ADMINISTRATOR NOTES

11. SELECTMEN'S CONCERNS

12. CORRESPONDENCE

13. ADJOURNMENT

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

Meeting recorded by Natick Pegasus

ITEM TITLE: Small Business Saturday and Free 2-Hour Parking
ITEM SUMMARY:

ITEM TITLE: Substance Use Vigil -12/8/2019

ITEM SUMMARY:

ITEM TITLE: Agreement between the Town of Natick and Estate of James M. Knott (re: Permissive Access to Hunnewell Fields)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Agreement	11/18/2019	Cover Memo

AGREEMENT

This Agreement made as of this 28th day of October, 2019 by and between the Town of Natick, Massachusetts (the "Town") by the Natick Board of Selectmen and James M. Knott, Jr., in his capacity as the duly appointed Personal Representative of the estate of James M. Knott, Sr. (the "Estate"):

WHEREAS the Estate owns the land and building known as and numbered 22 Pleasant Street, Natick, Massachusetts (the "Property"); and

WHEREAS, the Town desires to continue its current right of permissive vehicular access from Pleasant Street in Natick over that portion of the Property which has been used by the Town by permission of James M. Knott, Sr. and permission of the Estate following the death of James M. Knott, Sr. for access to Town owned property shown on Town Assessors Map 64 as Lot 48 (the Town Property) which abuts the Property owned by the Estate (the "Access Roadway"); and

WHEREAS, the Estate is willing to continue such permissive use of the Access Roadway pursuant to the terms of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:


1. During the term of this Agreement, which commences on the date set forth above and any written extension or renewal thereof signed by both parties, the permissive vehicular access currently enjoyed by the Town over the Access Roadway between Pleasant Street and the above-described Town owned property shall continue in effect subject to the terms of Section 2 hereof.
2. The Estate or its successors or assigns may terminate this permissive use of the Access Roadway at any time upon thirty (30) days written notice given to the Town Clerk of the Town of Natick. Notice may be given by delivery in hand to the office of the Town Clerk, by certified mail, return receipt requested, or by any recognized delivery service which provides the ability to track receipt of the notice.
3. To the extent permitted by law the Town agrees to hold the Estate and the heirs, devisees and legatees of the Estate harmless and indemnified against any liability, loss or damage, including reasonable attorney's fees, caused by the Town's use of the access over the Property, except to the extent caused by the act or omission of the Estate or by any heir, devisee or legatee of the Estate.
4. During the term of this Agreement and any extension or renewal thereof the Town shall be responsible for routine maintenance and repair of such access, including without limitation removal of debris and patching

5. This Agreement supersedes the agreement dated May 30, 2015 between James M. Knott, Sr. and the Town and also supersedes the termination of the May 30, 2015 agreement which was issued to the Town by the Estate dated November 28, 2018.

Signed as of the date first above written.

ESTATE OF JAMES M. KNOTT, SR.

By


James M. Knott, Jr., Personal Representative

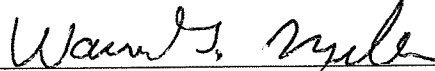
COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

Nov 5,

, 2019

On this 5th day of November, 2019 before me, the undersigned notary public, personally appeared James M. Knott, Jr. proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Personal Representative of the Estate of James M. Knott, Sr.



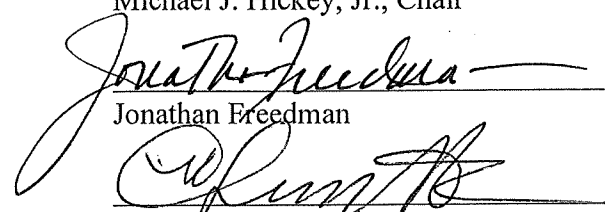
, Notary Public

Warren G. Miller

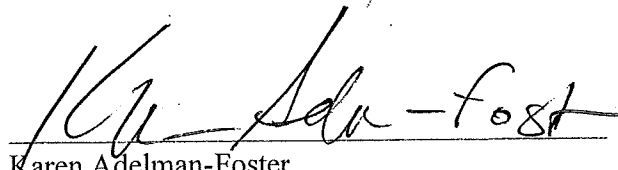
My commission expires: September 17, 2021

The Natick Board of Selectmen


Michael J. Hickey, Jr., Chair


Jonathan Freedman


Richard P. Jennett, Jr.


Karen Adelman-Foster


Susan Salamoff

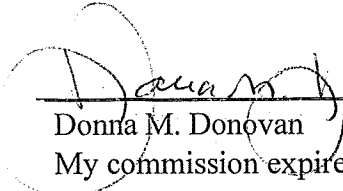
ACKNOWLEDGMENTS FOLLOW

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

October 28 2019

On this 28th day of October, 2019 before me, the undersigned notary public, personally appeared Susan Salamoff proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Natick.

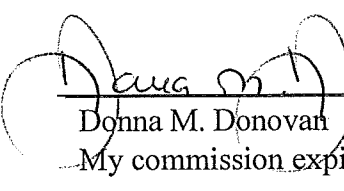

Donna M. Donovan, Notary Public
My commission expires: March 4, 2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

October 28 2019

On this 28th day of October, 2019 before me, the undersigned notary public, personally appeared Richard P. Jennett, Jr. proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Natick.

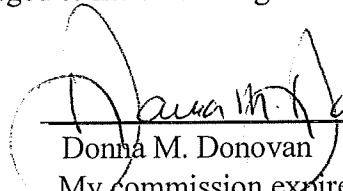

Donna M. Donovan, Notary Public
My commission expires: March 4, 2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

October 28 2019

On this 28th day of October, 2019 before me, the undersigned notary public, personally appeared Karen Adelman-Foster proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Natick.

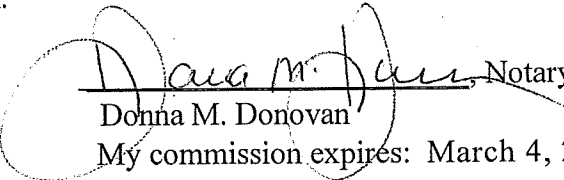

Donna M. Donovan, Notary Public
My commission expires: March 4, 2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

October 28, 2019

On this 28th day of October, 2019 before me, the undersigned notary public, personally appeared Jonathan Freedman proved to me through satisfactory evidence of identification which was that he is known to me personally to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Natick.

 Notary Public
Donna M. Donovan

My commission expires: March 4, 2022

ITEM TITLE: Boden Lane Bridge
ITEM SUMMARY:

ITEM TITLE: Navy Yard Park

ITEM SUMMARY:

ITEM TITLE: East Park

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence from EnviroTrac	11/4/2019	Cover Memo
Data	11/4/2019	Cover Memo



October 31, 2019

Michael J. Hickey, Jr., Chairman
Town of Natick Board of Selectmen
c/o Town Administrator's Office
Natick Town Hall, 2nd Floor
13 East Central Street
Natick, Massachusetts 01760

Re: Implementation of Immediate Response Action

Speedway Store #2507
233 Worcester Street
Natick, Massachusetts 01760
MassDEP RTN 3-35941

Dear Mr. Hickey:

In accordance with 310 CMR 40.1403(3)(b), notification is hereby made that Immediate Response Actions are being implemented to control an Imminent Hazard condition at the above-referenced location. Soil samples collected from zero to 12 inches below the ground surface at the above property and within 500 feet of a recreational area/park indicated the presence of polychlorinated biphenyls (PCBs) above the Massachusetts Department of Environmental Protection (MassDEP) reportable concentration of 10 milligrams per kilogram (mg/kg).

As part of Immediate Response Actions, EnviroTrac Ltd (EnviroTrac), on behalf of Speedway LLC (Speedway), plans to install varying types of physical barriers and erosion control materials in the affected areas to eliminate the Imminent Hazard condition.

Should you have any questions or require additional information, please contact the Licensed Site Professional of Record, Mr. Robert Bird of EnviroTrac, at (781) 793-0074 or by calling Mr. Mark Stella, Environmental Representative of Speedway, at (937) 863-7378.

Sincerely,
EnviroTrac Ltd.

A handwritten signature in blue ink, appearing to read "Sean P. Kennedy".

Sean P. Kennedy, PG
Regional Operations Manager

cc: Mark Stella, Speedway LLC
MassDEP Northeast Regional Office



RELEASE LOG FORM

Release Tracking Number

3 - 35941

A. THIS FORM IS BEING USED TO: (check one)

1. Log Date: 10/28/2019 Log Time: 03:59 ☐ AM ☒ PM
(mm/dd/yyyy) (hh:mm)
- ☒ 2. Assign a Release Tracking Number (RTN) to a Release or TOR Report.
☒ a. **Reportable Release or TOR.** ☐ b. **Release that is Less Than the Reporting Thresholds.**
- ☐ 3. Amend a Previously Recorded Release or TOR Report (RTN Assigned) .
☐ a. The Release is a **Reportable Release or TOR.** ☐ b. The Release is a **Release that is Less Than the Reporting Thresholds.**
- ☐ c. The Release or TOR is **Retracted.** ☐ d. The Release or TOR is **not a Release under M.G.L. c. 21E.**
(BWSC103 must be submitted, as well)

B. REPORTING PERSON:

1. Name of Organization: ENVIROTRAC
2. First Name: CRAIG 3. Last Name: BLAKE
4. Telephone: 7817930074 5. Ext.: _____
6. Relationship of Person to Release: ☐ PRP ☒ Other c. Type, if known (e.g. Current Owner): Licensed Site Professional

C. RELEASE OR THREAT OF RELEASE (TOR) /SITE LOCATION:

1. Location Aid/Site Name: REAR OF GASOLINE STATION
2. Street Address: 207 WORCESTER STREET 3. 2nd Address Line: _____
4. City/Town: NATICK, NATICK 5. Zip Code (if known): 017600000
6. Type of Location: (check all that apply) ☐ a. School ☐ b. Water Body ☐ c. Right of Way ☐ d. Utility Easement
☐ e. Roadway ☐ f. Municipal ☐ g. State ☐ h. Residential ☐ i. Open Space ☐ j. Private Property
☐ k. Industrial ☒ l. Commercial ☐ m. Federal ☐ n. Other Describe: _____

D. RELEASE OR TOR INFORMATION:

1. Date and Time of **Notification**: 10/28/2019 Time: 03:59 ☐ AM ☒ PM
(mm/dd/yyyy) (hh:mm)
2. Date and Time Reporting Person obtained **Knowledge of Release or TOR**: 10/28/2019 Time: 03:30 ☐ AM ☒ PM
(mm/dd/yyyy) (hh:mm)
3. Date and Time **Release or TOR occurred**, if known: _____ Time: _____ ☐ AM ☐ PM
(mm/dd/yyyy) (hh:mm)
4. **Sources of the Release or TOR**: (check all that apply) ☐ a. Transformer ☐ b. Fuel Tank ☐ c. Pipe
☐ d. OHM Delivery ☐ e. AST ☐ f. Drums ☐ g. Tanker Truck ☐ h. Hose ☐ i. Line
☐ j. UST Describe: _____ ☐ k. Vehicle ☐ l. Boat/Vessel
☐ m. Unknown ☒ n. Other: SUSPECTED FILL MATERIAL
5. **Federal LUST Eligible**: ☐ Yes ☒ No ☐ Unknown



RELEASE LOG FORM

BWSC 101

Release Tracking Number

3 - 35941

Check all Notification Thresholds that apply to the Release or TOR:

6. 2 Hour Reporting Conditions:

- ☐ a. Sudden Release
☐ b. Threat of Sudden Release
☐ c. Oil Sheen on Surface Water
☐ d. Poses Imminent Hazard
☒ e. Could Pose Imminent Hazard
☐ f. Release Detected in Private Well
☐ g. Release to Storm Drain
☐ h. Sanitary Sewer Release (Imminent Hazard Only)

7. 72 Hour Reporting Conditions:

- ☐ a. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/2 Inch
☐ b. Underground Storage Tank (UST) Release
☐ c. Threat of UST Release
☐ d. Release to Groundwater near Water Supply
☐ e. Release to Groundwater near School or Residence
☐ f. Substantial Release Migration

8. 120 Day Reporting Conditions:

- ☐ a. Release of Hazardous Material(s) to Soil or Groundwater Exceeding Reportable Concentration(s)
☐ b. Release of Oil to Soil Exceeding Reportable Concentration(s) and Affecting More than 2 Cubic Yards
☐ c. Release of Oil to Groundwater Exceeding Reportable Concentration(s)
☐ d. Subsurface Non-Aqueous Phase Liquid(NAPL) Equal to or Greater than 1/8 Inch and Less than 1/2 Inch

9. Type of Release or TOR: (check all that apply)

- ☐ a. Dumping ☐ b. Fire ☐ c. AST Removal ☐ d. Overfill
☐ e. rupture ☐ f. Vehicle Accident ☐ g. Leak ☐ h. Spill ☐ i. Test Failure ☐ j. TOR Only
☐ k. UST Removal Describe
☐ l. Unknown ☒ m. Other: UNDER INVESTIGATION

10. Media Impacted and Receptors Affected: (check all that apply)

- ☐ a. Paved Surface ☐ b. Basement ☐ c. School
☐ d. Public Water Supply ☐ e. Surface Water ☐ f. Zone 2 ☐ g. Private Well ☐ h. Residence ☒ i. Soil
☐ j. Ground Water ☐ k. Sediments ☐ l. Wetland ☐ m. Storm Drain ☐ n. Indoor Air ☐ o. Air
☐ p. Soil Gas ☐ q. Sub-Slab Soil Gas ☐ r. Critical Exposure Pathway ☐ s. NAPL ☐ t. Unknown
☐ u. Others Specify:

11. List below the Oils (O) or Hazardous Materials (HM) that exceed their Reportable Concentration (RC) or Reportable Quantity (RQ) by the greatest amount.

☐ Check here if an amount or concentration is unknown or less than detectable.

O or HM Released	CAS Number, if known	O or HM	Amount or Concentration	Units	RCs Exceeded, if Applicable
POLYCHLORINATED BIPHENYLS		HM	51	MG/KG	N/A
					N/A
					N/A



RELEASE LOG FORM

BWSC 101

Release Tracking Number

3 - 35941

12. Description of Release or Threat of Release (if additional space is needed, attach additional information in H17)

LSP BLAKE REPORTED ELEVATED LEVELS UP TO 51MG/KG OF POLYCHLORINATED BIPHENYLS (PCBS) MEASURED IN SOIL FROM ZERO TO TWELVE INCHES. HE STATED THAT HE BELIEVES THAT THE PCBS IN SOIL ARE LIKELY RELATED TO HISTORICAL URBAN FILL MATERIAL. HE STATED THAT THE CURRENT USE OF THIS PROPERTY IS COMMERCIAL AS A GASOLINE STATION AND THAT THE PCBS WERE MEASURED IN SOIL ON A SLOPE TO THE REAR OF THIS SITE'S FACILITY. HE INDICATED THAT FURTHER SITE ASSESSMENT IS NEEDED TO DETERMINE THE NATURE AND EXTENT OF THIS RELEASE. HE INDICATED THAT A RECREATIONAL AREA/PLAYGROUND IS WITHIN TWO HUNDRED FEET OF THIS SITE. HE STATED FOUR SAMPLES EXCEEDED 10 MG/KG. HE INDICATED THAT MASSDEP RECEIVED A 120DAY NOTIFICATION FOR THIS SITE THAT IS TRACKED UNDER RTN 3-32656. 21E RESPONSIBILITIES AND THE NEED TO SUBMIT A RELEASE NOTIFICATION FORM TO MASSDEP IN SIXTY DAYS WERE EXPLAINED TO LSP BLAKE.

E. INVOLVED PARTIES SUMMARY :

1. PRP Status (check one): ☐ a. PRP Unknown ☐ b. PRP unwilling, unable or has not committed to Perform Response Actions
☒ c. PRP Performing Response Actions ☐ d. Release is Adequated Regulated by the US Coast Guard

2. If PRP is not Performing Response Actions, who is?

- ☐ a. MassDEP State Contractor ☐ b. Other Person

3. Contractor: a. Name of Organization: _____ b. Telephone: _____
c. Contact First Name: _____ d. Last Name: _____
4. LSP: a. Name: BLAKE CRAIG E b. LSP #: 3760
c. Telephone: 7817930074



RELEASE LOG FORM

BWSC 101

Release Tracking Number

3 - 35941

F. PRP OR PERSON PERFORMING RESPONSE ACTIONS:

1. Name of Organization: SPEEDWAY LLC

2. Contact First Name: MARK 3. Last Name: STELLA

4. Street: 500 SPEEDWAY DRIVE 5. Title: ENVIRONMENTAL REPRESENTATIVE

6. City/Town: ENON 7. State: OH 8. ZIP Code: 453230000

9. Telephone: 9378637378 10. Ext: 11. Email: mstella@speedway.com

12. Relationship of Person to Release: ☒ PRP ☐ Other c. Type (e.g. Current Owner): Non-specified PRP

☐ 13. Check here if this PRP received a field NOR ☒ 14. Check here if an RNF was requested from this PRP

☒ 15. Check here if Provisions of 21E were explained to this PRP.

G. RECORD ORAL RESPONSE ACTIVITIES:

- ☐ 1. IRA Completed Pre-notification ☐ 5. IRA Oral Modified Plan Approved
- ☐ 2. No IRA Approved at Notification ☐ 6. IRA Oral Plan Denied and/or Request for Written Plan
- ☐ 3. IRA Assessment Only. ☐ 7. Notice of Intent to Conduct a URAM
- ☒ 4. IRA Oral Plan Approved ☐ 8. IRA-D Oral Plan Approved
- ☐ 9. IRA-D Oversight Work Started

10. Date of Action: 10/28/2019

11. Soil Previously Excavated: ☐ a. Excavated prior to notification. ☐ b. Excavated as part of an UST closure.

c. Quantity of contaminated soil previously excavated and destination, if applicable:

12. Specify any Regional Specific Code (Regional Use):

H. ORAL RESPONSE ACTION PLAN: (check all that apply)

- ☐ 1. Assessment and/or Monitoring Only ☒ 2. Temporary Covers or Caps
- ☐ 3. Deployment of Absorbent or Containment Materials ☐ 4. Temporary Water Supplies
- ☐ 5. Structure Venting System ☐ 6. Temporary Evacuation or Relocation of Residents
- ☐ 7. Product or NAPL Recovery ☒ 8. Fencing and Sign Posting
- ☐ 9. Groundwater Treatment Systems ☐ 10. Soil Vapor Extraction
- ☐ 11. Bioremediation ☐ 12. Air Sparging
- ☐ 13. Excavation of Contaminated Soils
- ☐ a. Re-use, Recycling or Treatment ☐ i. On Site ☐ ii. Off Site Authorized volume in cubic yards:
- ☐ b. Store ☐ i. On Site ☐ ii. Off Site Authorized volume in cubic yards:
- ☐ c. Landfill ☐ i. Cover ☐ ii. Disposal Authorized volume in cubic yards:



RELEASE LOG FORM

BWSC 101

Release Tracking Number

3 - 35941

☐ 14. Removal of Drums, Tanks or Containers:

Describe Quantity and Amount: _____

☐ 15. Removal of Other Contaminated Media:

Specify Type and Volume: _____

☒ 16 Other Response Actions and Additional Comments (describe):

ORAL IRA APPROVAL WAS PROVIDED TO LSP BLAKE TO IMMEDIATELY INSTALL RESTRICTIVE SIX FOOT TALL CHAIN LINK FENCING WITH A LOCKED GATE AND WITH WARNING SIGNAGE DETAILING THE HAZARD THAT IS PRESENT ON SITE. IRA APPROVAL INCLUDES IMMEDIATELY COVERING EXPOSED SOIL WITH POLYETHYLENE SHEETING TO PREVENT AIRBORNE DUST. CHANGES IN SITE CONDITIONS MUST BE IMMEDIATELY REPORTED TO THE SPILL DESK. LSP BLAKE WAS ADVISED THAT AN IMMINENT HAZARD EVALUATION MUST COMMENCE WITHIN FOURTEEN DAYS FROM THIS NOTIFICATION.

☐ 17. Check here if Additional Information is Provided in an Attachment

I. DEP STAFF AND FORM PREPARER:

1. DEP Staff: a. Name: _____ ☒ b. Check here, if Unassigned (or staff name not applicable).

2. Preparer : a. Name: SANDERSON KENNETH

b. Signature: KENNETH SANDERSON c. Date: 10/28/2019

ITEM TITLE: West Natick Fire Station

ITEM SUMMARY:

ITEM TITLE: Public Hearing: Naming the Dog Park at 111 West Central St. "Eddie's Park"
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	11/14/2019	Cover Memo
Corr from Matt Brand	10/31/2019	Cover Memo
CED Recommendation	10/31/2019	Cover Memo
Historic Commission Recommendation	11/4/2019	Cover Memo

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, November 18, 2019, 7:00 p.m., Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA upon the request of naming the dog park located at 111 West Central Street “Eddie’s Park” in memory and honor of Eddie Kramer.

Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Jonathan Freedman, Clerk



Patricia O'Neil <poneil@natickma.org>

Re: Dog Park Naming

2 messages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Fri, Oct 4, 2019 at 12:02 PM Matt Brand <agmattbrand@gmail.com> wrote:

Hello Mr. Hickey.

I'm writing to request to be added to the BOS agenda to discuss the naming of the new dog park in Natick that is currently under construction. Last night (10/3), I presented the following request to the Conservation Commission and received a vote of unanimous support.

The name I am proposing is "Eddie's Park." This is named, after consultation with his parents, in memory, and honor of Eddie Kramer, a young boy who died suddenly 5 years ago next month. Eddie was 18 months old and loved dogs. Starting the day after he died, we started raising money to support FIDO and trigger the grant money from the Stanton Foundation to get the park built. It took just under 24 hours to raise the \$25k needed for the grant, largely from our community in support of Eddie and his family. Shortly after that, we nearly doubled the amount raised. 4 years later, after tons of community support, the park was nearly a reality when it became clear we had to raise even more money to cover the now increased cost of the park. Once again, the community rallied and at this point, people have donated nearly \$100k.

I greatly appreciate the support of the Town throughout this whole process and look forward to this project being completed.

Please let me know when the earliest agenda opening is. I know your board is very busy and appreciate the time.

Thank you for your consideration,
Matt

[REDACTED]



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Michael Hickey, Chair, Board of Selectmen

FROM: Community & Economic Development Department

DATE: October 21, 2019

RE: Naming of Dog Park

The Conservation Commission at its meeting on October 3, 2019 voted unanimously to support the naming of the future dog park to honor the memory of Eddie Kramer.

The Historical Commission confirmed the location of the future dog park is not located within a designated historic district. Therefore, the naming of the dog park would not conflict with a previous historical designation.

Based on the above information, the Community & Economic Development Department supports the naming of the dog park to "Eddie's Park".

Thank you.



Natick Historical Commission

Natick, Massachusetts 01760

Home of Champions

c/o 1 Frost Street
Natick, MA 01760

October 26, 2019

Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

RE: EDDIES PARK NAMING REQUEST

Dear Board Members:

Upon review of the area where the new dog park will be located on West Central Street has not revealed any existing historic naming that would conflict with naming "Eddies Park" as proposed. The Natick Historical Commission therefore approves of the proposed designation.

Please feel free to let us know if we can be of further assistance. I can be reached at 508-254-2017

Very truly yours,

Stephen N. Evers, AIA
Chairman
Natick Historical Commission

ITEM TITLE: Public Hearing: FY2020 Tax Classification

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	11/14/2019	Cover Memo
Presentation	11/14/2019	Cover Memo
Email from Josh Ostroff	11/16/2019	Cover Memo

LEGAL NOTICE

TOWN OF NATICK

BOARD OF SELECTMEN

In accordance with the requirements of Massachusetts General Laws Chapter 40, Section 56, the Board of Selectmen will hold a Fiscal 2020 Property Tax Classification Hearing on Monday, November 18, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room, Natick Town Hall, located at 13 East Central Street, Natick, Massachusetts. The purpose of the public hearing is to consider the percentage(s) of the FY2020 tax levy to be borne by each class of taxable real and personal property. All persons interested in this determination may appear and be heard at the time and place mentioned above. Anyone who would like to submit written comments should submit those comments to the Board of Selectmen, 13 East Central Street, Natick, MA 01760 (fax 508 647-6401) or Selectmen@natickma.org no later than 5:00 p.m. on November 13, 2019.

Jonathan Freedman, Clerk

Memorandum

DATE: November 14th 2019
TO: Board of Selectmen
FROM: Eric Henderson, Director of Assessing
RE: Fiscal Year 2020
Tax Classification Materials

Please accept this memorandum as an explanation to the Fiscal Year 2020 Tax Classification Hearing Process. Working with the Department of Revenue as part of our interim year certification process, the Assessors received all required approvals for assessed values and new growth on October 2nd 2019.

I have included with this memo a packet of information for the Board's review. The information provided will help the Board understand what will be required at the Classification Hearing on November 18th 2019 when the Board will vote and adopt a residential factor. After the vote is taken, the Department of Revenue must approve local receipts and appropriations (the Recap). The Assessors will establish the Fiscal Year 2020 tax rate and will issue third quarter tax bills.

The information included with this memorandum contains sections A, B and C regarding Fiscal Year 2020 levy limit and tax options, assessment and new growth information and a review of other communities. It also includes the information that will be presented on the 18th.

I am available to answer any questions prior to the classification vote on November 18th 2019. Please contact me at 508-647-6422 or via email at ehenderson@natickma.org.



Town of Natick
Massachusetts

**FY2020 Classification Hearing
Documentation & Information
--- Review---**

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Town of Natick
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FY2020 Tax Classification Hearing- Presentation

MINIMUM RESIDENTIAL FACTOR COMPUTATION
Fiscal Year 2020

A Class	B Full and Fair Cash Valuation	C Percentage Share	
1. Residential	7,080,272,200	79.2699%	79.2699%
2. Open Space	0	0.0000%	
3. Commercial	1,646,910,400	18.4386%	20.7301%
4. Industrial	45,271,000	0.5068%	
5. Personal Property	159,404,260	1.7847%	
TOTALS	8,931,857,860	100.0000%	

Maximum Share of Levy for Classes Three, Four and Personal Property: $150\% * 20.7301\%$ (Lines 3C + 4C + 5C) = **31.0952%** (Max % Share)

Minimum Share of Levy for Classes One and Two: $100\% - 31.0952\%$ (Max % Share) = **68.9048%** (Min % Share)

Minimum Residential Factor (MRF): 68.9048% (Min % Share) / 79.2699% (Lines 1C + 2C) = **86.9243%** (Minimum Residential Factor)

MINIMUM RESIDENTIAL FACTOR LA7 (6-96): **86.9243%**

Chapter 58, Section 1A mandates a minimum residential factor of not less than 65 percent.

MassDOR - Massachusetts Department of Revenue
Division of Local Services
What If ... Scenario Worksheet for FY 2020

Natick - 198

CLASS	VALUE	%	
Residential	7,080,272,200	79.2699	R & O %
Open Space	0	0.0000	79.2699
Commercial	1,646,910,400	18.4386	
Industrial	45,271,000	0.5068	C I P %
Personal Property	159,404,260	1.7847	20.7301
Total	8,931,857,860	100.0000	

ENTER A LEVY (ESTIMATED IF NECESSARY)

Levy	121,562,585
Single TaxRate	13.61

ENTER CIP SHIFT RANGE

Shift Range	1.00	1.50
Shift Increment %		1.00
Max Shift Allowed		1.50

Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

CIP Shift	Res Factor	Share Percentages					Estimated Tax Rates			
		Res SP	Comm SP	Ind SP	PP SP	Total SP	Res ET	Comm ET	Ind ET	PP ET
1.0000	1.0000	79.2699	18.4386	0.5068	1.7847	100.0000	13.61	13.61	13.61	13.61
1.0100	0.9974	79.0626	18.6230	0.5119	1.8025	100.0000	13.57	13.75	13.74	13.75
1.0200	0.9948	78.8553	18.8074	0.5169	1.8204	100.0000	13.54	13.88	13.88	13.88
1.0300	0.9922	78.6480	18.9918	0.5220	1.8382	100.0000	13.50	14.02	14.02	14.02
1.0400	0.9895	78.4407	19.1761	0.5271	1.8561	100.0000	13.47	14.15	14.15	14.15
1.0500	0.9869	78.2334	19.3605	0.5321	1.8739	100.0000	13.43	14.29	14.29	14.29
1.0600	0.9843	78.0261	19.5449	0.5372	1.8918	100.0000	13.40	14.43	14.43	14.43
1.0700	0.9817	77.8188	19.7293	0.5423	1.9096	100.0000	13.36	14.56	14.56	14.56
1.0800	0.9791	77.6115	19.9137	0.5473	1.9275	100.0000	13.33	14.70	14.70	14.70
1.0900	0.9765	77.4042	20.0981	0.5524	1.9453	100.0000	13.29	14.83	14.83	14.84
1.1000	0.9738	77.1969	20.2825	0.5575	1.9632	100.0000	13.25	14.97	14.97	14.97
1.1100	0.9712	76.9896	20.4668	0.5625	1.9810	100.0000	13.22	15.11	15.11	15.11
1.1200	0.9686	76.7823	20.6512	0.5676	1.9989	100.0000	13.18	15.24	15.24	15.24
1.1300	0.9660	76.5750	20.8356	0.5727	2.0167	100.0000	13.15	15.38	15.38	15.38
1.1400	0.9634	76.3677	21.0200	0.5778	2.0346	100.0000	13.11	15.52	15.51	15.52
1.1500	0.9608	76.1604	21.2044	0.5828	2.0524	100.0000	13.08	15.65	15.65	15.65

CIP Shift	Res Factor	Share Percentages					Estimated Tax Rates			
		Res SP	Comm SP	Ind SP	PP SP	Total SP	Res ET	Comm ET	Ind ET	PP ET
1.1600	0.9582	75.9531	21.3888	0.5879	2.0703	100.0000	13.04	15.79	15.79	15.79
1.1700	0.9555	75.7458	21.5732	0.5930	2.0881	100.0000	13.00	15.92	15.92	15.92
1.1800	0.9529	75.5385	21.7575	0.5980	2.1059	100.0000	12.97	16.06	16.06	16.06
1.1900	0.9503	75.3312	21.9419	0.6031	2.1238	100.0000	12.93	16.20	16.19	16.20
1.2000	0.9477	75.1239	22.1263	0.6082	2.1416	100.0000	12.90	16.33	16.33	16.33
1.2100	0.9451	74.9166	22.3107	0.6132	2.1595	100.0000	12.86	16.47	16.47	16.47
1.2200	0.9425	74.7093	22.4951	0.6183	2.1773	100.0000	12.83	16.60	16.60	16.60
1.2300	0.9399	74.5020	22.6795	0.6234	2.1952	100.0000	12.79	16.74	16.74	16.74
1.2400	0.9372	74.2947	22.8639	0.6284	2.2130	100.0000	12.76	16.88	16.87	16.88
1.2500	0.9346	74.0874	23.0483	0.6335	2.2309	100.0000	12.72	17.01	17.01	17.01
1.2600	0.9320	73.8801	23.2326	0.6386	2.2487	100.0000	12.68	17.15	17.15	17.15
1.2700	0.9294	73.6728	23.4170	0.6436	2.2666	100.0000	12.65	17.28	17.28	17.28
1.2800	0.9268	73.4655	23.6014	0.6487	2.2844	100.0000	12.61	17.42	17.42	17.42
1.2900	0.9242	73.2582	23.7858	0.6538	2.3023	100.0000	12.58	17.56	17.56	17.56
1.3000	0.9215	73.0509	23.9702	0.6588	2.3201	100.0000	12.54	17.69	17.69	17.69
1.3100	0.9189	72.8436	24.1546	0.6639	2.3380	100.0000	12.51	17.83	17.83	17.83
1.3200	0.9163	72.6363	24.3390	0.6690	2.3558	100.0000	12.47	17.97	17.96	17.97
1.3300	0.9137	72.4290	24.5233	0.6740	2.3737	100.0000	12.44	18.10	18.10	18.10
1.3400	0.9111	72.2217	24.7077	0.6791	2.3915	100.0000	12.40	18.24	18.24	18.24
1.3500	0.9085	72.0144	24.8921	0.6842	2.4093	100.0000	12.36	18.37	18.37	18.37
1.3600	0.9059	71.8071	25.0765	0.6892	2.4272	100.0000	12.33	18.51	18.51	18.51
1.3700	0.9032	71.5997	25.2609	0.6943	2.4450	100.0000	12.29	18.65	18.64	18.65
1.3800	0.9006	71.3924	25.4453	0.6994	2.4629	100.0000	12.26	18.78	18.78	18.78
1.3900	0.8980	71.1851	25.6297	0.7045	2.4807	100.0000	12.22	18.92	18.92	18.92
1.4000	0.8954	70.9778	25.8140	0.7095	2.4986	100.0000	12.19	19.05	19.05	19.05
1.4100	0.8928	70.7705	25.9984	0.7146	2.5164	100.0000	12.15	19.19	19.19	19.19
1.4200	0.8902	70.5632	26.1828	0.7197	2.5343	100.0000	12.12	19.33	19.32	19.33
1.4300	0.8875	70.3559	26.3672	0.7247	2.5521	100.0000	12.08	19.46	19.46	19.46
1.4400	0.8849	70.1486	26.5516	0.7298	2.5700	100.0000	12.04	19.60	19.60	19.60
1.4500	0.8823	69.9413	26.7360	0.7349	2.5878	100.0000	12.01	19.73	19.73	19.73
1.4600	0.8797	69.7340	26.9204	0.7399	2.6057	100.0000	11.97	19.87	19.87	19.87
1.4700	0.8771	69.5267	27.1047	0.7450	2.6235	100.0000	11.94	20.01	20.00	20.01
1.4800	0.8745	69.3194	27.2891	0.7501	2.6414	100.0000	11.90	20.14	20.14	20.14
1.4900	0.8719	69.1121	27.4735	0.7551	2.6592	100.0000	11.87	20.28	20.28	20.28
1.5000	0.8692	68.9048	27.6579	0.7602	2.6771	100.0000	11.83	20.41	20.41	20.42

Number of Communities with Split Tax Rates

Fiscal Year	Number of Communities
2002	100
2003	99
2004	103
2005	107
2006	108
2007	108
2008	108
2009	107
2010	106
2011	107
2012	108
2013	110
2014	110
2015	110
2016	109
2017	109
2018	109
2019	109

This data has historically been populated by reviewing the DLS databank "CIP Tax Shift" report and reviewing the utilized residential factor. That report has not been updated since 2016 and the utilized residential factor is not available through the databank. The FY2019 estimate has been generated by reviewing the DLS databank "Tax Rates by Class" report which illustrates the tax rates paid by different classes. Then, a review of non shift tax options is reviewed, such as the small commercial and residential exemptions to determine which communities are utilizing the CIP shift.

CLASSIFICATION CONSIDERATIONS

SOME ECONOMIC & POLITICAL ISSUES

Consider the percentage of Commercial & Industrial (C & I) properties as compared to Residential (R)

Will an increased tax burden on C & I significantly lower the R tax burden?

What is the mix of C & I properties?

How much is big business?

How much is small business(mom & pop)?

Are the businesses of the type that require extraordinary municipal services?

Will it adversely effect small businesses & drive them out of the community? Would a small commercial exemption help?

Will it slow big business development?

Does business significantly contribute in a non-tax way to the community?

Is the timing proper for the move to a multiple or single tax rate?

Will a shift to the C & I maintain or increase the relative or historical share of the tax burden?

Is it a matter of principle or economics?

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank\Local Aid Section

FY2019 Residential Exemptions Granted

Residential Exemptions	DOR Code	Percent Granted
Barnstable	020	20%
Boston	035	35%
Brookline	046	21%
Cambridge	049	30%
Chelsea	057	30%
Everett	093	25%
Malden	165	30%
Nantucket	197	25%
Provincetown	242	25%
Somerset	273	10%
Somerville	274	35%
Tisbury	296	18%
Truro	300	20%
Waltham	308	35%
Watertown	314	23%
Wellfleet	318	20%

The board may adopt a Residential Exemption of up to *35% of the average residential value.

**Via local option, changed via Municipal Modernization Act, effective FY17*

The residential class average value is \$547,000

The residential exemption shifts the tax burden within the residential class. It does not split the tax rate. Non-owner occupied and many residential properties would actually pay a higher tax.

The residential exemption works well in communities with a high percentage of non-resident property owners such as the Cape and communities with a large number of apartments and rental units.

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank\Local Aid Section

Small Commercial Exemptions

Small Commercial Exemptions	DOR Code	Percentage
Auburn	017	10.0%
Avon	018	10.0%
Bellingham	025	10.0%
Berlin	028	10.0%
Braintree	040	10.0%
Chelmsford	056	10.0%
Dartmouth	072	10.0%
Erving	091	10.0%
New Ashford	200	10.0%
North Attleborough	211	5.0%
Seekonk	265	10.0%
Somerset	273	10.0%
Swampscott	291	10.0%
Westford	330	10.0%
Wrentham	350	10.0%

Fifteen communities adopted a small commercial exemption in 2019

The board may approve a small commercial exemption of up to 10%

This is only available to businesses that employ less than 10 people annually (as certified by the Department of Labor and Workforce Development) and are situated in a building that is valued less than \$1,000,000.

All businesses at the property must qualify. Approximately 37 properties may qualify.

Adoption a small commercial exemption without classifying taxes would result in an effective tax rate for some commercial properties that is less than the residential rate.

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2019
Fiscal Year 2020

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	8,536	5,274,909,200				
102	2,759	996,178,500				
MISC 103,109	40	39,533,600				
104	561	318,140,100				
105	83	48,364,700				
111-125	56	313,133,400				
130-32,106	841	53,496,100				
200-231	0		0			
300-393	540			1,626,493,600		
400-442	48				45,271,000	
450-452	0				0	
CH 61 LAND	4	0	0	21,520		
CH 61A LAND	8	11	0	194,120		
CH 61B LAND	0	17	0	1,333,400		
012-043	44	36,516,600	0	18,867,760	0	
501	1,030					17,789,350
502	746					31,723,920
503	1					261,450
504	3					80,370,410
505	12					24,228,900
506	0					0
508	4					4,313,990
550-552	2					716,240
TOTALS	15,346	7,080,272,200	0	1,646,910,400	45,271,000	159,404,260
Real and Personal Property Total Value						8,931,857,860
Exempt Parcel Count & Value						682 722,966,200

For CH 61, 61A and 61B Land: enter the mixed use parcel count in the left-hand box, and enter the 100% Chapter land parcel count in the right-hand box.

Signatures

Board of Assessors

Eric Henderson, Dir. of Assessing , Natick , ehenderson@natickma.org 508-647-6420 | 9/26/2019 10:33 AM

Comment: Signed on behalf of BOA, see previously attached letter of authorization

Comments

No comments to display.

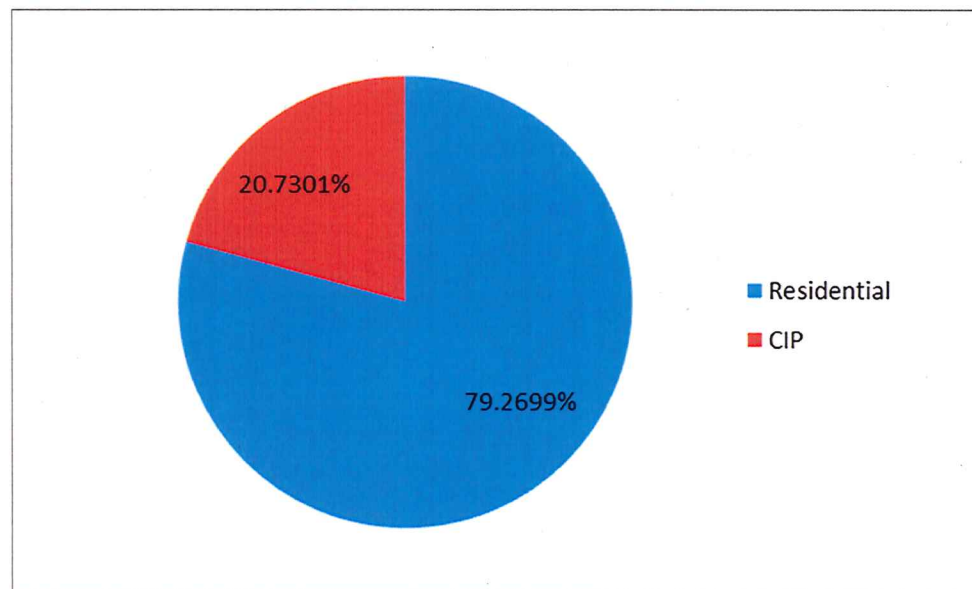
Documents

No documents have been uploaded.

NOTE : The information was Approved on 10/2/2019

Levy Allocation

The chart illustrates what portion of the levy would be paid by the Residential class versus the Commercial, Industrial, and Personal Property classes with a single rate.



State
MA

Region Type
Place/City

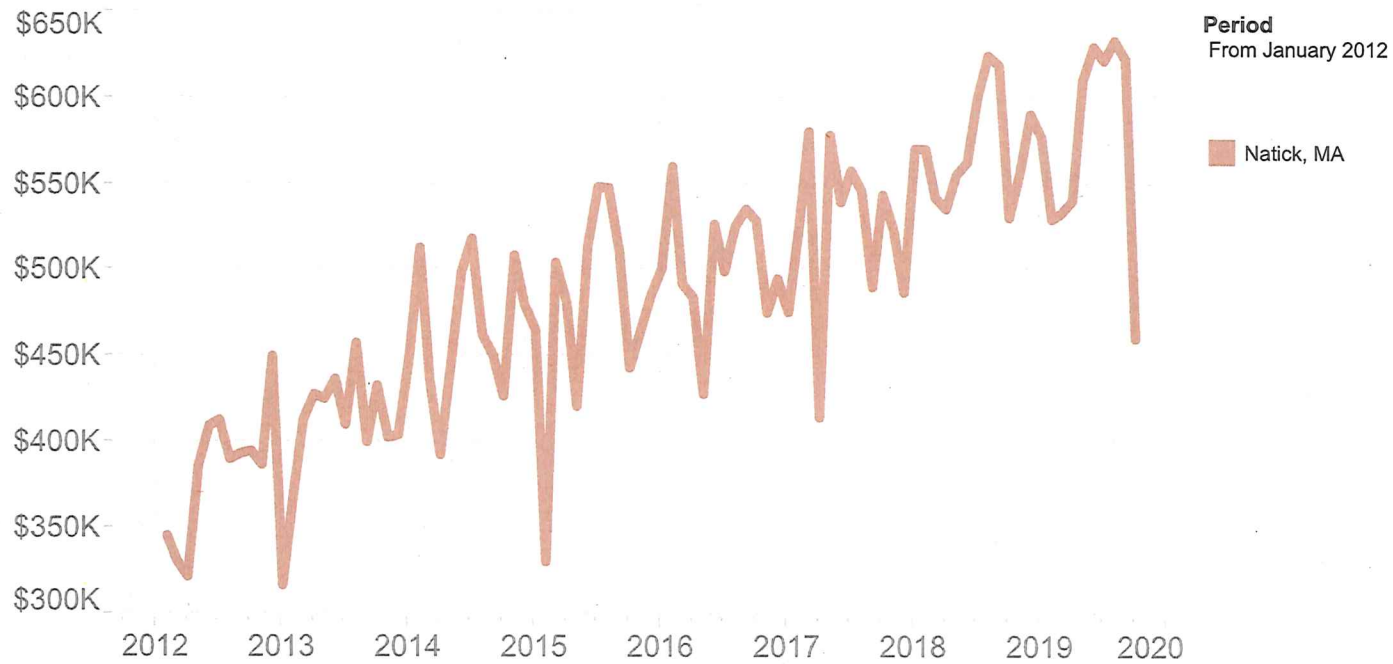
Region
Natick, MA

Property Type
All Residential

Show Values As
Value

Seasonally Adjusted
False

Median Sale Price



REDFIN

State
MA

Region Type
Place/City

Region
Natick, MA

Property Type
All Residential

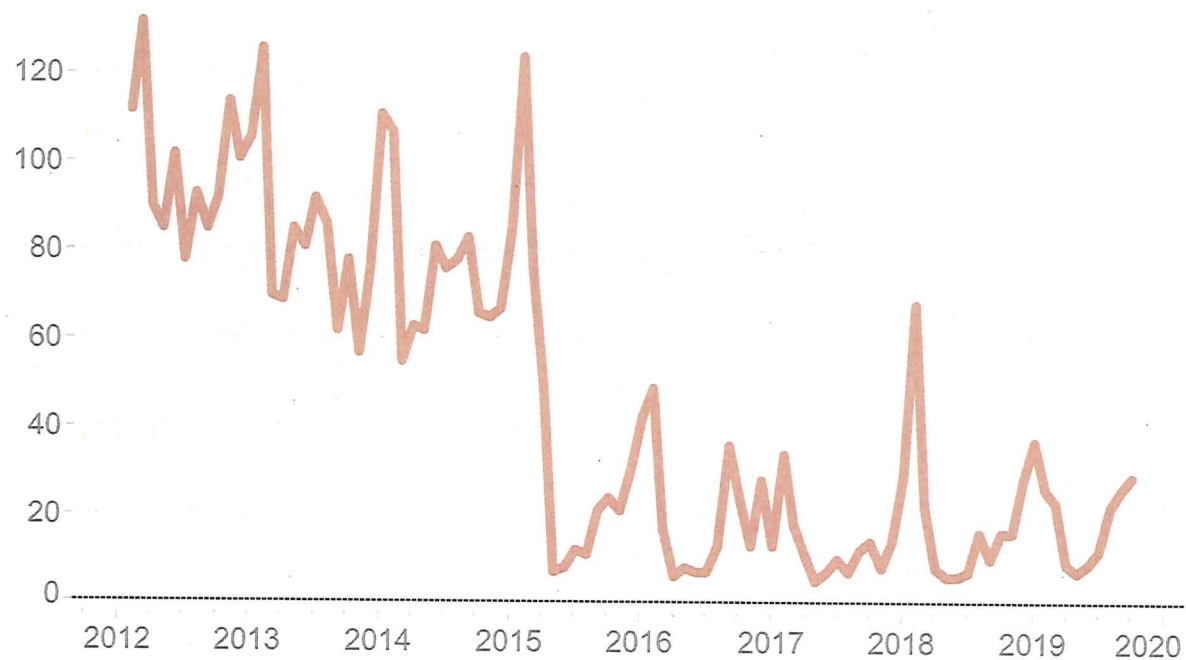
Show Values As
Value

Seasonally Adjusted
False

Median Days on Market

Period
From January 2012

Natick, MA



REDFIN

State
MA

Region Type
Place/City

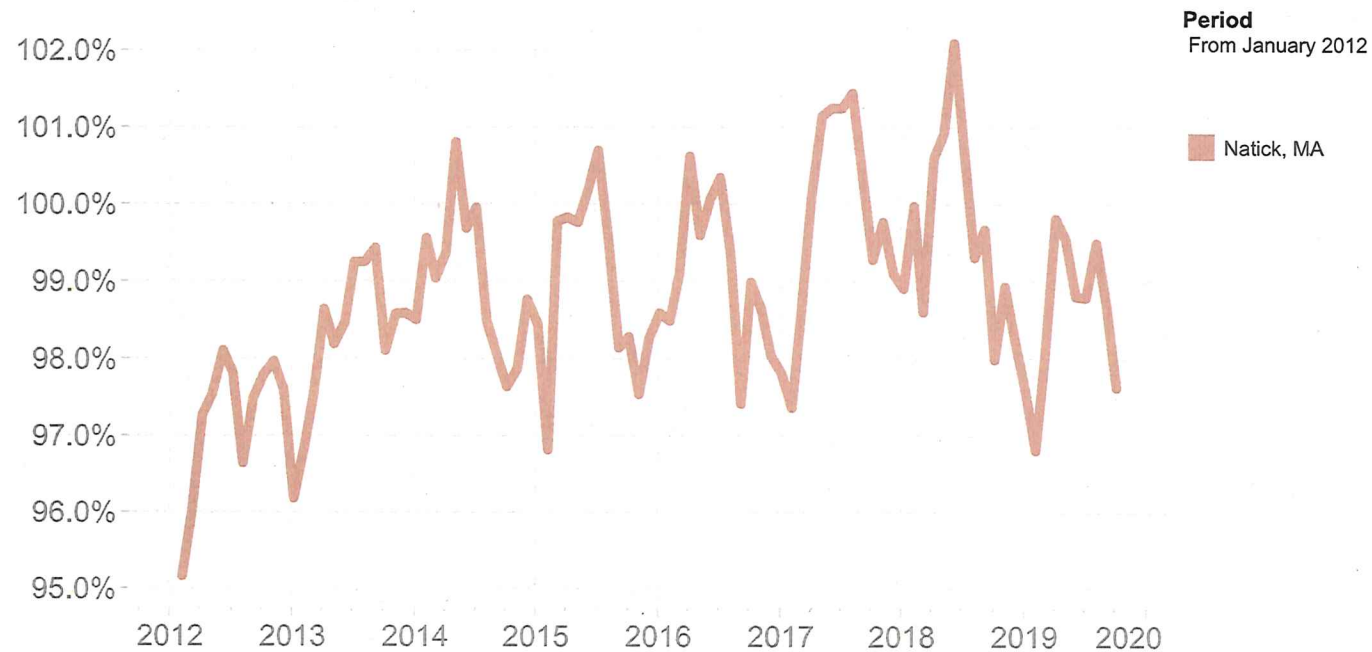
Region
Natick, MA

Property Type
All Residential

Show Values As
Value

Seasonally Adjusted
False

Average Sale-to-List Percentage



REDFIN

State
MA

Region Type
Place/City

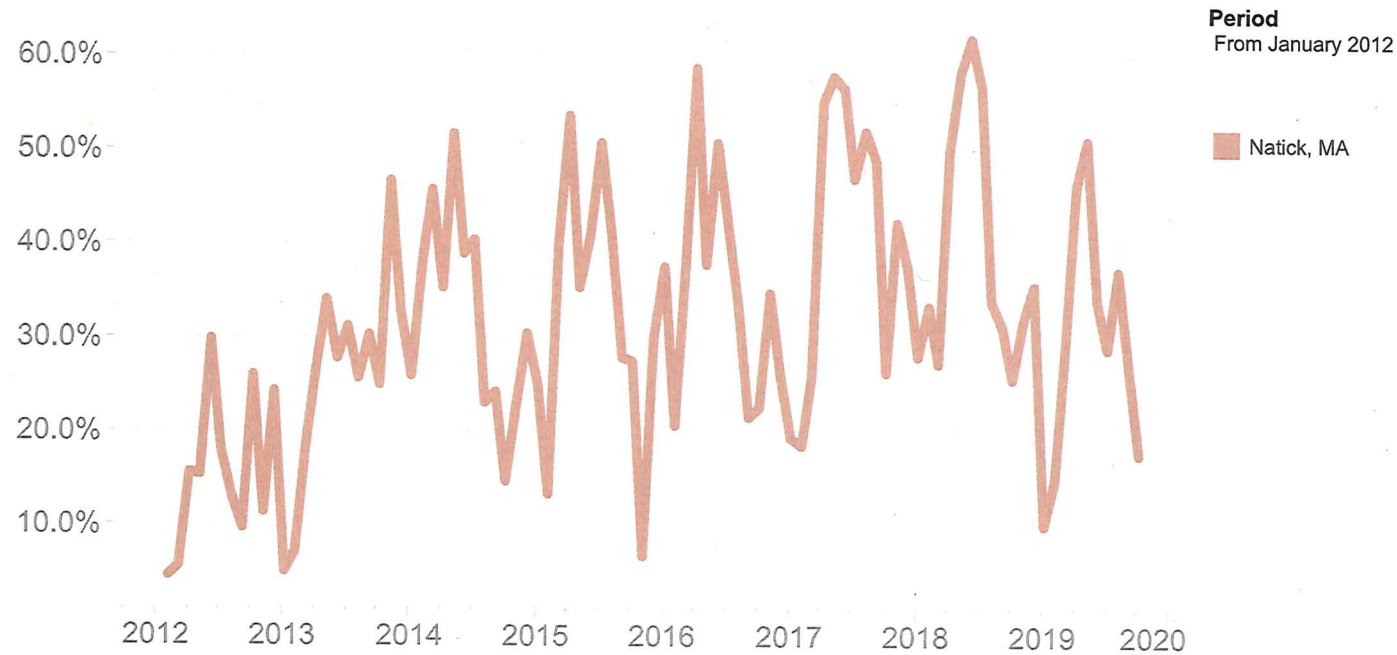
Region
Natick, MA

Property Type
All Residential

Show Values As
Value

Seasonally Adjusted
False

Percentage of Homes Sold Above Asking



REDFIN

LA13 Tax Base Levy Growth

Retain documentation for 5 years in case of DOR audit - Fiscal Year 2020

Property Class	(A) All Prior Year Abatement No.	(B) All Prior Year Abatement Values	(C) New Growth Valuation	(D) PY Tax Rate	(E) Tax Levy Growth
RESIDENTIAL					
SINGLE FAMILY (101)	15	835,300	46,554,150		
CONDOMINIUM (102)	0	0	11,880,400		
TWO & THREE FAMILY (104 & 105)	2	89,800	1,837,100		
MULTI - FAMILY (111-125)	0	0	0		
VACANT LAND (130-132 & 106)	1	224,100	2,850,450		
ALL OTHERS (103, 109, 012-018)	0	0	644,300		
TOTAL RESIDENTIAL	18	1,149,200	63,766,400	12.71	810,471
OPEN SPACE	0	0	0		
OPEN SPACE - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL OPEN SPACE	0	0	0	0.00	0
COMMERCIAL	5	2,486,100	59,812,900		
COMMERCIAL - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL COMMERCIAL	5	2,486,100	59,812,900	12.71	760,222
INDUSTRIAL	0	0	184,900	12.71	2,350
PERSONAL PROPERTY			24,466,013	12.71	310,963
TOTAL REAL & PERSONAL			148,230,213		1,884,006

Community Comments:

Signatures

Board of Assessors

Eric Henderson, Dir. of Assessing , Natick , ehenderson@natickma.org 508-647-6420 | 10/1/2019 3:29 PM

Comment: Signed on behalf of BOA, authorization previously uploaded

Documents

Documents have been uploaded.

NOTE : The information was Approved on 10/2/2019



Town of Natick *Massachusetts*

Re: Summary of FY2020 New Growth

Total new growth for the Town of Natick for Fiscal Year 2020 amounts to \$148,230,213 in value; resulting in \$1,884,006 in new tax dollars. The three-year average growth for the Town (FY2017 to 2019) is \$105,438,353. The following details some of the larger projects within each class that constitute this growth and to help explain the variance from the three-year average. Total real estate new growth for the year equals \$123,764,200. Total personal property growth for the year equals \$24,466,013.

The primary project that influenced the FY20 New Growth is the completion of the Mathworks Lakeside Campus which contributed nearly \$48 million dollars in value. This campus, on the former Boston Scientific site, includes 513,000 gross square feet including class A office space and amenities such as a full service cafeteria and kitchen, fitness center, top of the line data center, and outdoor features and greenspaces. The other major commercial project that contributed to FY20 growth was the completion of the 9/27 Exchange project. This project took an underutilized portion of a shopping center, primarily a Building 19 store, and did a complete renovation into multi-tenant retail space. In addition, a new Dunkin Donuts was built. This center is located at a high traffic intersection of Rt9 and North Main Street and resulted in nearly \$10 million dollars of value growth.

Residential growth has remained strong as the demand for new construction and remodeled "move in" ready housing has been high. There continues to be a large number of teardowns, where properties are razed for new construction. There has also been a healthy amount of renovations and additions. Often these are done by homeowners looking to expand or improve their properties, but a large amount are done by contractors and "flippers" who are renovating and selling for profit. The Single Family class contributed nearly \$46.7 million dollars which is similar to the prior three Fiscal Years which came in at roughly \$40.8, \$47.4 and \$42.3 million dollars in value. There were 27 new single family homes with an average value of \$1,042,140. In addition, there were a large number of homes that had significant changes such as gut/remodels, 2nd floor additions, or other major additions. There were 41 single family renovations that generated value growth of between \$200,000 and \$506,700 along with another 45 that generated value growth of between \$100,000 and \$200,000. The condominium class growth included 20 new construction condominium units with an average assessed value of \$765,270. Finally, residential growth in the vacant land class is primarily from the Greystone subdivision which includes 17 buildable lots along with 3 open space lots. This subdivision will eventually have 16 single family homes along with 17 townhouse condominiums.

Personal Property new growth has been calculated at \$24,466,013 in value. Growth from the 501 class equaled to just under \$5 million dollars in value. Roughly \$775,000 of that value came from over 100 new business accounts. The remainder came from over 400 new assets to existing accounts including over \$2 million dollars in new inventory from Massachusetts Fine Wine (aka Total Wine) which was expanded this fiscal year. The 502 class added over \$6 million dollars in value growth. This included 25 new accounts along with 216 new assets. The major contributor to

Town of Natick

Massachusetts

this category was the new Wegmans supermarket which opened in the spring of 2018. This account contributed nearly \$1.7 million in value. Also included were over \$1.2 million in added machinery and underground wires for Comcast of Massachusetts and over \$1.1 million in added machinery from Leonard Morse Hospital. Growth from the 504 class (Utilities) was nearly \$10 million dollars in value, the 505 class (Telephone and Telegraph) roughly \$1.5 million dollars in value, and the 508 class (Cellular and Mobile Wireless) almost \$1.8 million dollars in value.

LA4 GROUP	PARCEL COUNT	NEW GROWTH VALUE
101	313	\$ 46,554,150
102	28	\$ 11,880,400
104+105	15	\$ 1,837,100
ALL OTHERS (103,109,012-018)	2	\$ 644,300
COMMERICAL (300S)	11	\$ 59,812,900
INDUSTRIAL (400S)	1	\$ 184,900
VAC LAND (130-32,106)	20	\$ 2,850,450
TOTALS:	390	\$ 123,764,200

FY19 PP GROWTH:	CLASS	# OF ACCTS	VALUE
New Accts	501	107	\$ 776,570
	502	25	\$ 2,350,750
	CLASS	# OF NEW ITEMS	VALUE
Existing Accts- New Assets	501	409	\$ 4,211,240
	502	216	\$ 4,063,990
Totals:	501	516	\$ 4,987,810
	502	241	\$ 6,414,740

Reported New Growth**Growth**

505	
AT&T Corporation	728,300
Level 3 Communications LLC	67,300
MCI Communications Services Inc.	15,800
MCIMetro Access Transmission Services Corp.	13,000
RCN Telecom Services of Massachusetts, LLC	63,600
Sprint Communications Company LP	2,700
TC Systems, Inc	71,000
Verizon New England, Inc.	591,100
Total	1,552,800
504	
National Grid (Boston Gas Co.)	1,997
NSTAR Electric Co	5,020,021
NSTAR Gas Co.	4,716,775
Total	9,738,793
508	
CELLCO PARTNERSHIP	\$ 424,680
NEW CINGULAR WIRELESS PCS, LLC	\$ 1,180,360
SPRINT SPECTRUM LP	\$ 124,190
T-MOBILE NORTHEAST LLC	\$ 42,640
Total	1,771,870

TOTAL PP NEW GROWTH	\$ 24,466,013
FY19 TAX RATE	12.71
FY20 NEW GROWTH \$	\$ 310,963.03

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
001	Abington	2019	1,383,248,300	3,806	363,439	6,320	99
002	Acton	2019	2,901,122,600	4,965	584,315	11,318	17
003	Acushnet	2019	976,906,600	3,319	294,338	4,174	229
004	Adams	2019	322,807,200	2,192	147,266	3,150	312
005	Agawam	2019	1,833,674,400	7,732	237,154	3,949	252
006	Alford	2019	220,126,100	304	724,099	3,671	276
007	Amesbury	2019	1,304,530,100	3,481	374,757	6,884	73
008	Amherst	2019	1,450,092,800	4,100	353,681	7,710	57
009	Andover	2019	5,631,065,600	8,622	653,104	9,973	29
010	Arlington	2019	6,015,971,500	7,998	752,184	8,470	45
011	Ashburnham	2019	549,081,599	2,450	224,115	5,054	172
012	Ashby	2019	267,306,600	1,092	244,786	5,368	153
013	Ashfield	2019	153,169,900	604	253,593	4,352	220
014	Ashland	2019	1,720,056,200	3,798	452,885	7,373	63
015	Athol	2019	550,727,300	3,373	163,275	2,849	316
016	Attleboro	2019	3,033,588,300	9,693	312,967	4,432	219
017	Auburn	2019	1,334,883,600	5,070	263,291	4,850	186
018	Avon	2019	396,696,000	1,292	307,040	5,524	141
019	Ayer	2019	540,865,100	1,626	332,635	4,534	211
020	Barnstable	2019					
021	Barre	2019	316,088,700	1,504	210,165	3,808	261
022	Becket	2019	398,630,996	1,697	234,903	2,600	323
023	Bedford	2019	2,519,323,044	3,458	728,549	9,442	34
024	Belchertown	2019	1,197,137,700	4,440	269,626	4,940	179
025	Bellingham	2019	1,485,059,120	4,702	315,836	4,488	216
026	Belmont	2019	4,933,203,000	4,526	1,089,970	12,720	11
027	Berkley	2019	759,641,700	2,093	362,944	5,313	157
028	Berlin	2019	331,774,869	792	418,908	6,300	101
029	Bernardston	2019	159,530,000	739	215,873	4,240	224
030	Beverly	2019	4,356,633,000	8,512	511,822	6,761	77
031	Billerica	2019	4,291,258,500	10,858	395,216	5,328	155
032	Blackstone	2019	613,221,300	2,139	286,686	5,421	150
033	Blandford	2019	112,511,400	513	219,320	3,775	267
034	Bolton	2019	891,829,600	1,689	528,022	10,809	20
035	Boston	2019					
036	Bourne	2019	3,499,832,070	7,789	449,330	4,722	190
037	Boxborough	2019	729,785,200	1,199	608,662	9,994	28
038	Boxford	2019	1,698,596,100	2,640	643,408	10,475	24
039	Boylston	2019	578,081,800	1,444	400,334	6,421	93
040	Braintree	2019	4,407,368,500	9,069	485,982	4,904	183
041	Brewster	2019	2,926,780,620	5,582	524,325	4,499	215
042	Bridgewater	2019	2,101,227,900	5,447	385,759	5,721	131
043	Brimfield	2019	303,548,400	1,289	235,491	4,187	227
044	Brockton	2019	4,510,950,600	16,676	270,506	4,204	226
045	Brookfield	2019	204,217,100	918	222,459	4,216	225

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
046	Brookline	2019					
047	Buckland	2019	125,500,200	585	214,530	3,997	247
048	Burlington	2019	3,307,750,200	6,582	502,545	5,267	163
049	Cambridge	2019					
050	Canton	2019	2,934,609,400	5,425	540,942	6,708	80
051	Carlisle	2019	1,406,391,600	1,713	821,011	15,016	6
052	Carver	2019	1,002,342,800	3,129	320,340	5,462	146
053	Charlemont	2019	81,231,900	398	204,100	4,027	245
054	Charlton	2019	1,159,878,800	4,116	281,798	4,162	231
055	Chatham	2019	5,620,341,200	5,861	958,939	4,651	196
056	Chelmsford	2019	3,879,415,877	9,057	428,333	7,003	70
057	Chelsea	2019					
058	Cheshire	2019	243,265,900	1,132	214,899	2,815	317
059	Chester	2019	77,010,400	488	157,808	3,314	304
060	Chesterfield	2019	120,208,000	523	229,843	4,595	202
061	Chicopee	2019	2,031,845,260	11,108	182,917	3,285	308
062	Chilmark	2019	2,084,664,300	1,089	1,914,292	5,513	142
063	Clarksburg	2019	101,963,200	612	166,607	2,662	319
064	Clinton	2019	642,763,970	2,412	266,486	4,245	223
065	Cohasset	2019	2,332,479,700	2,383	978,800	12,627	12
066	Colrain	2019	104,710,800	590	177,476	3,651	279
067	Concord	2019					
068	Conway	2019	174,269,700	611	285,220	5,319	156
069	Cummington	2019	79,499,400	333	238,737	3,447	299
070	Dalton	2019	416,637,900	1,977	210,742	4,105	233
071	Danvers	2019	2,875,402,700	6,140	468,307	6,219	104
072	Dartmouth	2019	4,121,867,100	9,989	412,641	4,098	234
073	Dedham	2019	3,305,847,600	6,613	499,901	7,074	68
074	Deerfield	2019	413,047,400	1,419	291,083	4,631	198
075	Dennis	2019	5,512,294,730	11,662	472,671	2,916	315
076	Dighton	2019	789,980,300	2,394	329,983	4,946	177
077	Douglas	2019	832,467,000	2,713	306,844	5,370	152
078	Dover	2019	2,219,823,200	1,829	1,213,681	15,693	4
079	Dracut	2019	2,658,494,800	7,731	343,875	4,728	189
080	Dudley	2019	808,983,200	3,166	255,522	3,450	298
081	Dunstable	2019	484,218,400	1,074	450,855	7,692	58
082	Duxbury	2019	3,555,907,450	4,891	727,031	10,673	22
083	East Bridgewater	2019	1,305,029,000	3,806	342,887	6,021	111
084	East Brookfield	2019	183,300,200	797	229,988	3,788	264
085	East Longmeadow	2019	1,489,957,700	5,470	272,387	5,598	139
086	Eastham	2019	2,544,189,900	5,137	495,268	4,086	237
087	Easthampton	2019	1,039,287,500	4,049	256,678	3,968	250
088	Easton	2019	2,548,961,000	5,664	450,028	7,182	67
089	Edgartown	2019	5,286,976,950	3,471	1,523,186	5,895	119
090	Egremont	2019	310,345,800	774	400,964	3,837	260

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank/Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
091	Erving	2019	97,204,700	512	189,853	1,395	329
092	Essex	2019	567,265,620	993	571,264	8,780	42
093	Everett	2019					
094	Fairhaven	2019	1,553,357,000	5,429	286,122	3,339	303
095	Fall River	2019	2,045,875,700	9,081	225,292	3,285	309
096	Falmouth	2019	9,735,575,700	18,381	529,654	4,534	212
097	Fitchburg	2019	1,278,966,700	6,560	194,964	3,995	248
098	Florida	2019	47,316,800	294	160,941	1,564	328
099	Foxborough	2019	1,975,187,100	4,346	454,484	6,681	83
100	Framingham	2019	5,623,443,775	13,497	416,644	6,408	95
101	Franklin	2019	3,424,692,100	7,722	443,498	6,502	88
102	Freetown	2019	982,421,000	2,989	328,679	4,322	221
103	Gardner	2019	773,887,200	4,001	193,423	3,896	255
104	Aquinnah	2019	516,654,473	396	1,304,683	7,985	50
105	Georgetown	2019	1,091,773,860	2,487	438,992	6,927	71
106	Gill	2019	92,812,315	442	209,983	3,624	281
107	Gloucester	2019	4,222,908,800	7,207	585,945	7,436	61
108	Goshen	2019	120,508,695	495	243,452	3,576	288
109	Gosnold	2019	116,250,270	136	854,781	2,146	326
110	Grafton	2019	1,752,562,000	4,471	391,984	6,530	86
111	Granby	2019	535,444,975	2,037	262,860	5,089	170
112	Granville	2019	138,116,200	558	247,520	3,762	268
113	Great Barrington	2019	838,423,100	2,144	391,056	6,147	105
114	Greenfield	2019	721,919,257	3,869	186,591	4,172	230
115	Groton	2019	1,475,951,250	3,221	458,228	8,299	49
116	Groveland	2019	808,307,900	1,896	426,323	6,118	107
117	Hadley	2019	539,922,500	1,662	324,863	4,015	246
118	Halifax	2019	739,282,600	2,206	335,124	5,855	121
119	Hamilton	2019	1,421,809,300	2,368	600,426	9,895	30
120	Hampden	2019	470,861,500	1,759	267,687	5,271	162
121	Hancock	2019	78,040,900	313	249,332	830	332
122	Hanover	2019	2,144,735,000	4,207	509,802	8,366	46
123	Hanson	2019	1,047,883,700	3,166	330,980	5,140	168
124	Hardwick	2019	151,506,900	677	223,792	3,590	287
125	Harvard	2019	1,062,997,580	1,688	629,738	10,970	19
126	Harwich	2019	4,640,054,200	8,563	541,872	4,698	192
127	Hatfield	2019	311,138,600	1,011	307,753	4,275	222
128	Haverhill	2019	3,432,261,300	10,454	328,320	4,580	206
129	Hawley	2019	31,570,100	144	219,237	3,613	284
130	Heath	2019	60,509,600	340	177,969	3,844	259
131	Hingham	2019	5,148,138,600	6,227	826,745	9,764	31
132	Hinsdale	2019	205,518,300	844	243,505	3,212	311
133	Holbrook	2019	972,733,400	3,193	304,646	5,928	116
134	Holden	2019	1,955,123,500	5,984	326,725	5,701	133
135	Holland	2019	288,151,600	1,353	212,972	3,557	290

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
136	Holliston	2019	2,005,858,000	4,445	451,262	8,497	44
137	Holyoke	2019	1,015,519,087	5,327	190,636	3,677	275
138	Hopedale	2019	512,507,100	1,477	346,992	6,097	109
139	Hopkinton	2019	2,660,433,100	4,437	599,602	10,295	25
140	Hubbardston	2019	363,549,500	1,412	257,471	3,919	254
141	Hudson	2019	1,644,867,900	4,420	372,142	6,338	98
142	Hull	2019	1,686,307,600	3,785	445,524	5,814	124
143	Huntington	2019	140,968,040	750	187,957	3,744	270
144	Ipswich	2019	1,961,528,300	3,617	542,308	7,641	60
145	Kingston	2019	1,644,695,480	4,020	409,128	6,734	79
146	Lakeville	2019	1,392,843,400	3,846	362,154	4,817	187
147	Lancaster	2019	699,323,100	2,060	339,477	6,705	81
148	Lanesborough	2019	273,907,400	1,215	225,438	5,102	169
149	Lawrence	2019	1,027,435,720	4,276	240,280	3,287	307
150	Lee	2019	462,095,600	1,818	254,178	3,757	269
151	Leicester	2019	773,833,700	3,163	244,652	3,689	274
152	Lenox	2019	654,881,300	1,603	408,535	4,882	184
153	Leominster	2019	2,190,155,900	8,252	265,409	4,921	182
154	Leverett	2019	199,574,000	654	305,159	6,375	97
155	Lexington	2019	9,486,786,000	9,030	1,050,585	14,834	7
156	Leyden	2019	56,962,800	249	228,766	3,985	249
157	Lincoln	2019	1,747,347,500	1,521	1,148,815	16,118	2
158	Littleton	2019	1,308,082,800	3,005	435,302	7,940	51
159	Longmeadow	2019	1,977,108,100	5,448	362,905	8,742	43
160	Lowell	2019	3,438,599,300	11,875	289,566	4,066	241
161	Ludlow	2019	1,355,862,300	6,012	225,526	4,470	217
162	Lunenburg	2019	1,090,288,400	3,530	308,864	5,770	127
163	Lynn	2019	3,778,481,200	11,606	325,563	4,656	195
164	Lynnfield	2019	2,459,905,850	3,864	636,622	8,855	38
165	Malden	2019					
166	Manchester By The Sea	2019	1,830,957,400	1,599	1,145,064	12,859	10
167	Mansfield	2019	2,417,608,300	5,417	446,300	6,793	74
168	Marblehead	2019	5,108,464,503	6,223	820,901	8,816	41
169	Marion	2019	1,408,460,200	2,244	627,656	6,923	72
170	Marlborough	2019	2,643,845,400	7,055	374,748	5,273	161
171	Marshfield	2019	4,077,626,500	9,143	445,983	5,967	115
172	Mashpee	2019	3,666,967,200	6,986	524,902	4,682	193
173	Mattapoisett	2019	1,434,325,500	2,931	489,364	6,464	91
174	Maynard	2019	985,202,900	2,674	368,438	7,752	55
175	Medfield	2019	2,320,287,900	3,524	658,424	11,766	15
176	Medford	2019	4,446,547,200	7,867	565,215	5,426	149
177	Medway	2019	1,563,024,500	3,678	424,966	7,212	66
178	Melrose	2019	3,693,965,080	6,366	580,265	6,273	102
179	Mendon	2019	775,942,200	1,914	405,403	6,786	75

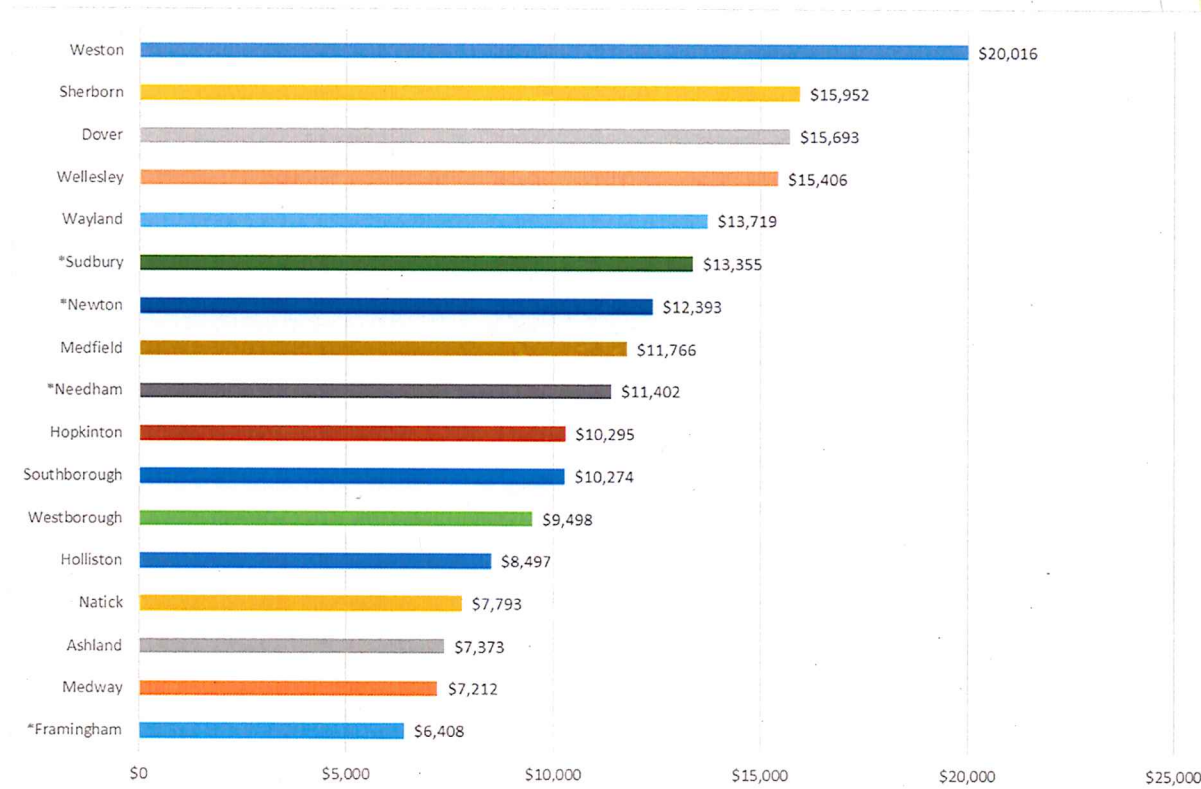
Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
180	Merrimac	2019	634,846,400	1,646	385,690	6,098	108
181	Methuen	2019	3,495,294,305	10,813	323,249	4,587	204
182	Middleborough	2019	1,752,742,800	5,501	318,623	4,932	180
183	Middlefield	2019	37,413,300	187	200,071	3,605	285
184	Middleton	2019	1,267,799,000	2,082	608,933	8,336	47
185	Milford	2019	1,842,873,300	5,850	315,021	5,210	164
186	Millbury	2019	1,042,491,800	3,598	289,742	4,592	203
187	Millis	2019	869,482,500	2,211	393,253	7,354	64
188	Millville	2019	240,157,000	831	288,998	4,670	194
189	Milton	2019	5,121,153,500	7,174	713,849	9,409	35
190	Monroe	2019	6,221,100	65	95,709	1,285	330
191	Monson	2019	588,225,055	2,648	222,139	4,074	238
192	Montague	2019	419,101,800	2,069	202,562	3,470	296
193	Monterey	2019	411,333,600	729	564,244	4,175	228
194	Montgomery	2019	89,225,500	328	272,029	3,596	286
195	Mount Washington	2019	66,303,100	146	454,131	2,075	327
196	Nahant	2019	733,089,400	1,133	647,034	7,059	69
197	Nantucket	2019					
198	Natick	2019	5,223,895,400	8,520	613,133	7,793	53
199	Needham	2019	7,729,230,600	8,399	920,256	11,402	16
200	New Ashford	2019	24,351,600	89	273,613	3,872	257
201	New Bedford	2019	2,841,193,500	12,506	227,186	3,742	271
202	New Braintree	2019	79,597,300	294	270,739	4,603	200
203	New Marlborough	2019	340,888,200	866	393,635	4,070	240
204	New Salem	2019	90,210,100	418	215,814	3,792	263
205	Newbury	2019	1,239,568,100	2,370	523,025	5,654	136
206	Newburyport	2019	2,597,936,200	4,366	595,038	7,783	54
207	Newton	2019	20,117,459,400	16,964	1,185,891	12,393	13
208	Norfolk	2019	1,495,779,250	3,102	482,198	8,819	40
209	North Adams	2019	367,211,800	2,646	138,780	2,652	320
210	North Andover	2019	3,492,463,300	6,314	553,130	7,417	62
211	North Attleborough	2019	2,653,889,900	6,868	386,414	5,503	143
212	North Brookfield	2019	274,274,600	1,319	207,941	3,531	292
213	North Reading	2019	2,467,636,800	4,267	578,307	9,010	37
214	Northampton	2019	1,755,165,560	5,647	310,814	5,399	151
215	Northborough	2019	1,813,690,200	4,055	447,273	7,671	59
216	Northbridge	2019	1,110,949,100	3,519	315,700	4,095	235
217	Northfield	2019	224,688,200	1,069	210,185	3,657	277
218	Norton	2019	1,582,566,130	4,445	356,033	5,305	158
219	Norwell	2019	2,189,524,000	3,420	640,212	10,499	23
220	Norwood	2019	2,647,081,200	5,847	452,725	4,930	181
221	Oak Bluffs	2019	2,402,765,100	3,369	713,198	5,484	144
222	Oakham	2019	170,513,340	652	261,524	3,795	262
223	Orange	2019	321,482,200	2,095	153,452	3,456	297
224	Orleans	2019	3,085,254,790	3,810	809,778	5,992	114

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
225	Otis	2019	491,381,500	1,536	319,910	2,649	321
226	Oxford	2019	842,835,000	3,694	228,163	3,886	256
227	Palmer	2019	580,557,300	3,182	182,450	3,777	266
228	Paxton	2019	498,970,200	1,527	326,765	6,450	92
229	Peabody	2019	4,530,137,800	10,963	413,221	4,550	209
230	Pelham	2019	146,684,200	470	312,094	6,738	78
231	Pembroke	2019	2,077,830,000	5,265	394,650	5,762	129
232	Pepperell	2019	1,041,028,500	3,154	330,066	5,476	145
233	Peru	2019	66,869,100	350	191,055	3,531	293
234	Petersham	2019	105,921,900	438	241,831	4,094	236
235	Phillipston	2019	163,481,500	745	219,438	3,654	278
236	Pittsfield	2019	2,111,195,000	11,314	186,600	3,624	282
237	Plainfield	2019	48,523,400	254	191,037	3,710	273
238	Plainville	2019	752,946,600	1,983	379,701	5,684	135
239	Plymouth	2019	6,661,091,100	18,767	354,936	5,871	120
240	Plympton	2019	330,268,200	924	357,433	6,319	100
241	Princeton	2019	459,139,600	1,222	375,728	6,019	112
242	Provincetown	2019					
243	Quincy	2019	6,383,825,012	13,683	466,552	5,855	122
244	Randolph	2019	2,406,344,775	7,205	333,983	5,003	173
245	Raynham	2019	1,478,181,600	3,775	391,571	5,572	140
246	Reading	2019					
247	Rehoboth	2019	1,507,324,900	3,816	395,001	5,178	166
248	Revere	2019	1,709,686,500	4,520	378,249	4,581	205
249	Richmond	2019	307,675,700	751	409,688	4,941	178
250	Rochester	2019	676,419,400	1,770	382,158	5,350	154
251	Rockland	2019	1,210,727,200	3,805	318,194	5,702	132
252	Rockport	2019	1,557,300,200	2,406	647,257	6,382	96
253	Rowe	2019	44,305,800	209	211,989	1,062	331
254	Rowley	2019	759,298,400	1,663	456,584	6,703	82
255	Royalston	2019	102,796,100	512	200,774	2,610	322
256	Russell	2019	107,409,620	533	201,519	4,572	207
257	Rutland	2019	763,509,500	2,654	287,683	5,147	167
258	Salem	2019	1,910,271,100	4,939	386,773	5,840	123
259	Salisbury	2019	802,219,500	2,083	385,127	4,568	208
260	Sandisfield	2019	163,804,100	595	275,301	3,312	305
261	Sandwich	2019	3,495,590,900	8,479	412,265	5,904	118
262	Saugus	2019	3,072,059,600	7,209	426,142	5,190	165
263	Savoy	2019	47,311,925	296	159,838	2,425	325
264	Scituate	2019	3,915,904,000	6,798	576,038	7,915	52
265	Seekonk	2019	1,713,467,200	4,950	346,155	4,521	213
266	Sharon	2019	2,944,585,200	5,329	552,559	10,725	21
267	Sheffield	2019	403,784,900	1,329	303,826	4,709	191
268	Shelburne	2019	135,845,600	493	275,549	3,965	251
269	Sherborn	2019	1,080,539,000	1,329	813,047	15,952	3

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
270	Shirley	2019	473,239,050	1,530	309,307	4,974	174
271	Shrewsbury	2019	4,238,824,160	9,350	453,350	5,699	134
272	Shutesbury	2019	184,233,300	741	248,628	5,783	126
273	Somerset	2019					
274	Somerville	2019					
275	South Hadley	2019	1,116,523,600	4,361	256,025	4,544	210
276	Southampton	2019	651,834,200	2,178	299,281	4,881	185
277	Southborough	2019	1,757,789,100	2,864	613,753	10,274	26
278	Southbridge	2019	504,831,700	2,723	185,395	3,778	265
279	Southwick	2019	815,656,900	3,075	265,254	4,634	197
280	Spencer	2019	743,034,900	3,109	238,995	3,312	306
281	Springfield	2019	3,976,567,700	26,267	151,390	2,979	314
282	Sterling	2019	868,783,200	2,536	342,580	5,916	117
283	Stockbridge	2019	574,313,800	1,097	523,531	5,303	159
284	Stoneham	2019	2,757,894,700	5,133	537,287	6,028	110
285	Stoughton	2019	2,434,691,300	6,626	367,445	5,637	138
286	Stow	2019	1,013,911,100	2,097	483,506	9,733	32
287	Sturbridge	2019	891,156,950	3,025	294,597	5,642	137
288	Sudbury	2019					
289	Sunderland	2019	224,443,600	773	290,354	4,451	218
290	Sutton	2019	1,069,642,300	2,940	363,824	6,010	113
291	Swampscott	2019	2,052,999,200	3,459	593,524	9,022	36
292	Swansea	2019	1,710,933,050	5,948	287,648	4,044	242
293	Taunton	2019	2,812,391,499	10,673	263,505	4,153	232
294	Templeton	2019	508,111,000	2,420	209,963	3,620	283
295	Tewksbury	2019	3,174,096,100	7,838	404,963	6,415	94
296	Tisbury	2019					
297	Tolland	2019	149,291,500	499	299,181	2,534	324
298	Topsfield	2019	1,126,105,400	1,877	599,950	10,199	27
299	Townsend	2019	789,851,400	2,890	273,305	5,283	160
300	Truro	2019					
301	Tyngsborough	2019	1,178,169,800	3,184	370,028	6,265	103
302	Tyringham	2019	130,701,300	252	518,656	3,480	295
303	Upton	2019	962,611,300	2,286	421,090	7,289	65
304	Uxbridge	2019	1,070,172,600	3,407	314,110	5,450	147
305	Wakefield	2019	3,307,212,300	6,261	528,224	6,777	76
306	Wales	2019	134,896,100	717	188,140	3,441	300
307	Walpole	2019	3,351,399,900	6,559	510,962	7,716	56
308	Waltham	2019					
309	Ware	2019	491,660,400	2,572	191,159	3,863	258
310	Wareham	2019	2,629,785,781	9,407	279,556	3,058	313
311	Warren	2019	242,212,700	1,290	187,762	3,408	302
312	Warwick	2019	55,905,400	333	167,884	3,566	289
313	Washington	2019	56,396,000	244	231,131	3,428	301
314	Watertown	2019					

Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank\Local Aid Section							
FY2019 Average Single Family Tax Bill							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
315	Wayland	2019	3,051,406,000	4,066	750,469	13,719	8
316	Webster	2019	1,012,892,700	3,844	263,500	4,039	243
317	Wellesley	2019	9,721,651,000	7,301	1,331,551	15,406	5
318	Wellfleet	2019					
319	Wendell	2019	52,925,000	320	165,391	3,739	272
320	Wenham	2019	745,267,900	1,108	672,624	12,121	14
321	West Boylston	2019	599,561,744	1,975	303,576	5,722	130
322	West Bridgewater	2019	732,476,800	2,099	348,965	5,768	128
323	West Brookfield	2019	289,022,900	1,294	223,356	3,500	294
324	West Newbury	2019	785,068,500	1,378	569,716	8,301	48
325	West Springfield	2019	1,505,570,600	6,501	231,591	3,928	253
326	West Stockbridge	2019	293,031,600	701	418,019	5,071	171
327	West Tisbury	2019	1,572,227,179	1,468	1,070,999	6,619	85
328	Westborough	2019	2,011,073,700	3,881	518,184	9,498	33
329	Westfield	2019	2,201,893,000	9,394	234,394	4,611	199
330	Westford	2019	3,420,081,700	6,421	532,640	8,821	39
331	Westhampton	2019	181,971,000	635	286,569	5,814	125
332	Westminster	2019	737,378,000	2,713	271,794	4,960	175
333	Weston	2019	5,343,313,400	3,361	1,589,799	20,016	1
334	Westport	2019	2,545,330,300	5,924	429,664	3,553	291
335	Westwood	2019	3,488,287,900	4,523	771,233	11,299	18
336	Weymouth	2019	5,085,090,630	13,395	379,626	4,601	201
337	Whately	2019	170,679,392	552	309,202	4,799	188
338	Whitman	2019	1,080,573,700	3,358	321,791	4,949	176
339	Wilbraham	2019	1,378,564,400	4,644	296,848	6,471	89
340	Williamsburg	2019	201,663,800	733	275,121	5,447	148
341	Williamstown	2019	666,365,100	1,860	358,261	6,467	90
342	Wilmington	2019	3,412,969,220	7,082	481,922	6,626	84
343	Winchendon	2019	546,985,020	2,833	193,076	3,226	310
344	Winchester	2019	6,112,384,300	5,658	1,080,308	13,083	9
345	Windsor	2019	94,582,600	452	209,254	2,785	318
346	Winthrop	2019	1,072,358,200	2,300	466,243	6,145	106
347	Woburn	2019	3,853,532,700	8,100	475,745	4,520	214
348	Worcester	2019	5,724,445,790	25,293	226,325	4,074	239
349	Worthington	2019	120,255,300	486	247,439	4,033	244
350	Wrentham	2019	1,620,083,158	3,513	461,168	6,512	87
351	Yarmouth	2019	4,613,501,310	12,849	359,055	3,626	280
*DLS does not have sufficient data to calculate an average single family tax bill for communities that have adopted the residential exemption (MGL c59:5C).							

Average Single Family Tax Bill Comparison Fiscal Year 2019



Massachusetts Department of Revenue							
Division of Local Services							
Municipal Databank/Local Aid Section							
FY2019 Average Single Family Tax Bill							
Surrounding Communities							
DOR Code	Municipality	Year	Single Family Values	Single Family Parcels	Average Single Family Value	Single Family Tax Bill*	Rank**
100	*Framingham	2019	5,623,443,775	13,497	416,644	6,408	95
177	Medway	2019	1,563,024,500	3,678	424,966	7,212	66
014	Ashland	2019	1,720,056,200	3,798	452,885	7,373	63
198	Natick	2019	5,223,895,400	8,520	613,133	7,793	53
136	Holliston	2019	2,005,858,000	4,445	451,262	8,497	44
328	Westborough	2019	2,011,073,700	3,881	518,184	9,498	33
277	Southborough	2019	1,757,789,100	2,864	613,753	10,274	26
139	Hopkinton	2019	2,660,433,100	4,437	599,602	10,295	25
199	*Needham	2019	7,729,230,600	8,399	920,256	11,402	16
175	Medfield	2019	2,320,287,900	3,524	658,424	11,766	15
207	*Newton	2019	20,117,459,400	16,964	1,185,891	12,393	13
288	*Sudbury	2019			745,653	13,355	
315	Wayland	2019	3,051,406,000	4,066	750,469	13,719	8
317	Wellesley	2019	9,721,651,000	7,301	1,331,551	15,406	5
078	Dover	2019	2,219,823,200	1,829	1,213,681	15,693	4
269	Sherborn	2019	1,080,539,000	1,329	813,047	15,952	3
333	Weston	2019	5,343,313,400	3,361	1,589,799	20,016	1
* Indicates split tax rate							
*DLS does not have sufficient data to calculate an average single family tax bill for communities that have adopted the residential exemption (MGL c59:5C). Average bill information for Sudbury provided by Sudbury Assessors Department.							



Fiscal Year 2020 Tax Classification Hearing

Eric Henderson, MAA, CAE
Director of Assessing

November 18, 2019

Fiscal Year 2020 Tax Classification Hearing

Introduction: What is the purpose of a Classification Hearing?

Under MGL Chapter 40, Section 56

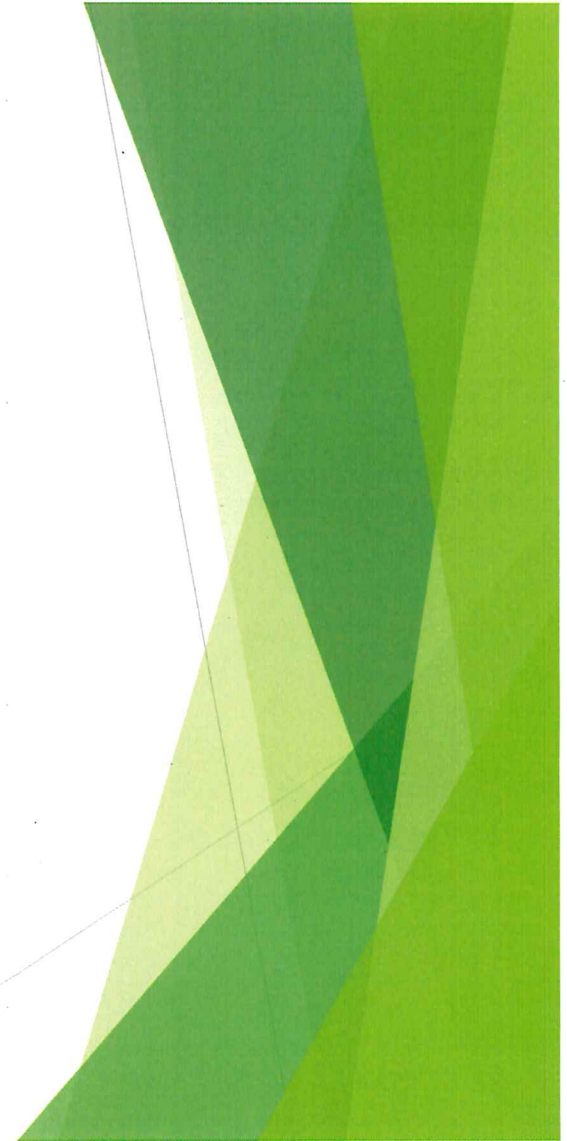
“the Selectmen must hold a public hearing annually to consider the tax rate options available to the Town under property tax classification” and “shall adopt a residential factor which shall be used by the assessors to determine the percentages of the local tax levy to be borne by each class of real estate and personal property.”

The assessors shall provide “information and data relevant to making such determination and the fiscal effect of the available alternatives.”



Fiscal Year 2020 Tax Classification Hearing

- **Vote on Classification**, splitting the tax rate
- Residential and commercial exemptions
- Excess Levy Capacity
- Property Assessment Review
- New Growth
- Projected Taxes and Potential Impact of a Split Rate



Fiscal Year 2020

Tax Classification Hearing

First, lets review some Commonly Used Terms:

NEW GROWTH: Additions to the tax base from new construction and property improvements

LEVY: Revenue raised through property taxes

LEVY LIMIT : Maximum dollar amount a Town can raise in a fiscal year.
(Prior years Levy + 2 ½% + New Growth + Debt Exclusion)

EXCESS LEVY CAPACITY: Difference between the levy and the levy limit

DEBT EXCLUSION: A temporary increase to the levy to pay for capital projects as voted

CIP: Class that includes Commercial, Industrial, & Personal Property

MRF: Minimum Residential Factor. This factor represents the minimum percentage the Residential class must pay

Levy Limit Calculation

TO CALCULATE THE FY2020 LEVY LIMIT

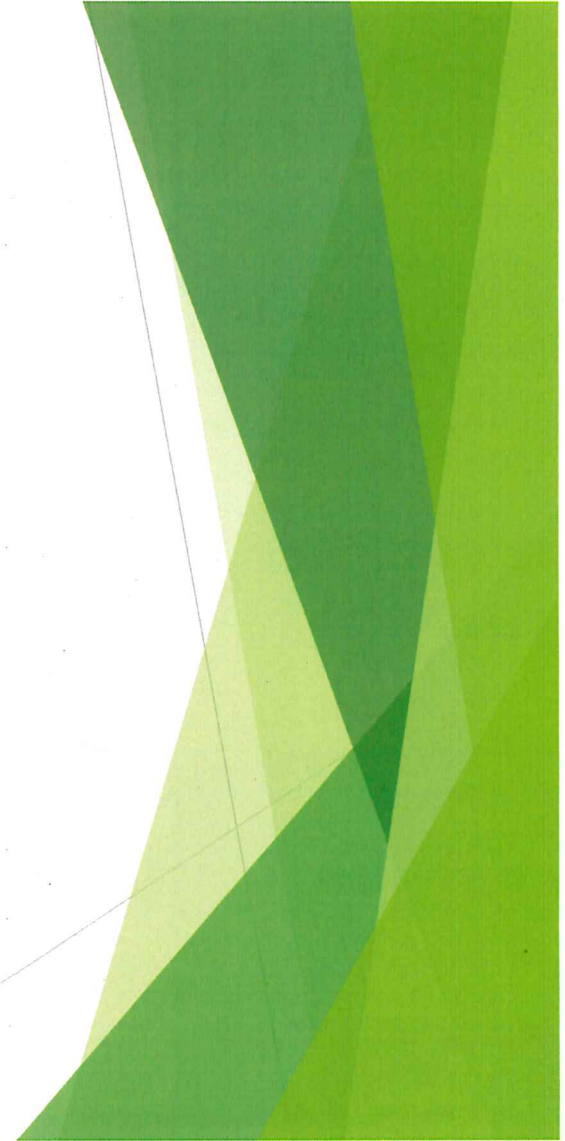
A. FY2019 Levy Limit from	<u>107,285,191</u>	
A1. ADD Amended FY2019 Growth	<u>0</u>	
B. ADD (IIA + IIA1) X 2.5%	<u>2,682,130</u>	
C. ADD FY2020 New Growth	<u>1,884,006</u>	
C1. ADD FY2020 New Growth Adjustment	<u></u>	
D. ADD FY2020 Override	<u></u>	
E. FY2020 Subtotal	<u>111,851,327</u>	
		\$ 111,851,327
F. FY2020 Levy Ceiling	<u>223,296,447</u>	FY2020 Levy Limit

TO CALCULATE THE FY2020 MAXIMUM ALLOWABLE LEVY

A. FY2020 Levy Limit from II.	<u>111,851,327</u>	
B. FY2020 Debt Exclusion(s)	<u>9,784,362</u>	
C. FY2020 Capital Expenditure Exclusion(s)	<u></u>	
D. FY2020 Stabilization Fund Override	<u></u>	
E. FY2020 Other Adjustment	<u></u>	
F. FY2020 Water / Sewer	<u></u>	
	<u></u>	
G. FY2020 Maximum Allowable Levy	<u></u>	\$ 121,635,689
		MAXIMUM LEVY

Maximum Allowable Levy

- The maximum levy allowed for fiscal year 2020 is \$121,635,689
- This includes the debt exclusion of \$9,784,362



Excess Levy Capacity

(Levy Limit + Debt Exclusion) - (Actual Levy) = (Excess Levy)

\$121,635,689	-	\$121,562,585.47	=	\$73,103.53
(Maximum Levy)		(Actual Levy)	=	(Excess Levy)

The FY20 Excess Levy capacity is \$73,103.53

Total Assessed Values - Fiscal Year 2020

LA-4

Assessment / Classification

Status: FORM APPROVED

BLA-LA13A : FORM APPROVED

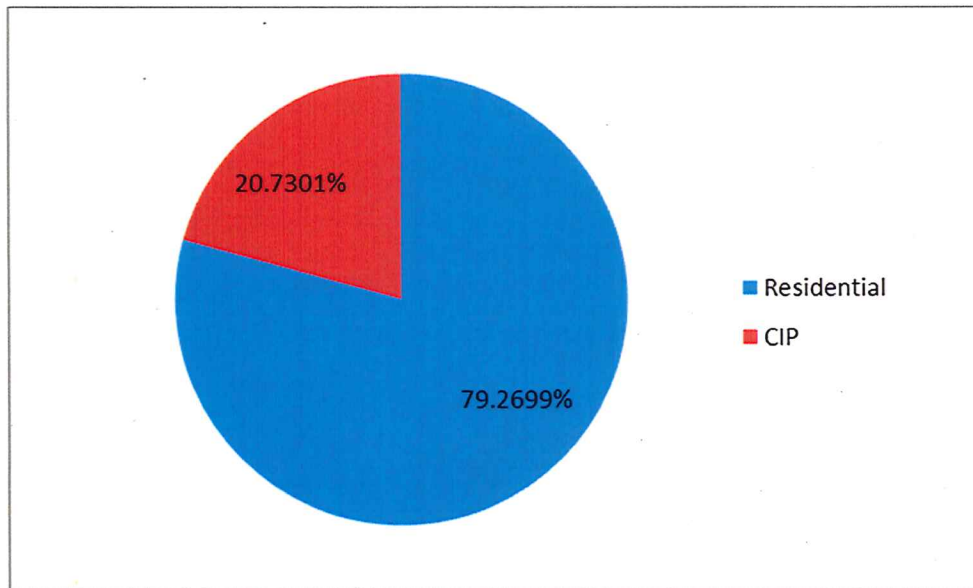
NATICK - 198 2020

Jurisdiction Natick - 198 Fiscal Year 2020 Go

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	8,536	5,274,909,200				
102	2,759	996,178,500				
MISC 103,109	40	39,533,600				
104	561	318,140,100				
105	83	48,364,700				
111-125	56	313,133,400				
130-32,106	841	53,496,100				
200-231	0		0			
300-393	540			1,626,493,600		
400-442	48				45,271,000	
450-452	0				0	
CH 61 LAND	4	0	0	21,520		
CH 61A LAND	8	11	0	194,120		
CH 61B LAND	0	17	0	1,333,400		
012-043	44	36,516,600	0	18,867,760	0	
501	1,030					17,789,350
502	746					31,723,920
503	1					261,450
504	3					80,370,410
505	12					24,228,900
506	0					0
508	4					4,313,990
550-552	2					716,240
TOTALS	15,346	7,080,272,200	0	1,646,910,400	45,271,000	159,404,260
Real and Personal Property Total Value						8,931,857,860
Exempt Parcel Count & Value					682	722,966,200

Levy Allocation

The chart illustrates what portion of the levy would be paid by the Residential class versus the Commercial, Industrial, and Personal Property classes with a single rate.



Classification Percentages

There has been a shift to commercial properties in comparison with last year. This increase is roughly ½ of a percent (0.46%)

	Residential	CIP
Fiscal Year 2019	79.7299%	20.2701%
Fiscal Year 2020	79.2699%	20.7301%
% Change	-0.4600%	0.4600%

Projected Tax Rate - Fiscal Year 2020

The tax rate will be calculated by dividing the actual levy by the total assessed value.

$$\begin{array}{rcl} \text{Actual Levy} & / & \text{Total Assessed Value} & = & * \text{Tax Rate} \\ \$ 121,562,585 & / & \$8,931,857,860 & = & \$13.61 \end{array}$$

*If a residential factor of 1.00 is adopted (single tax rate)

Residential Factor

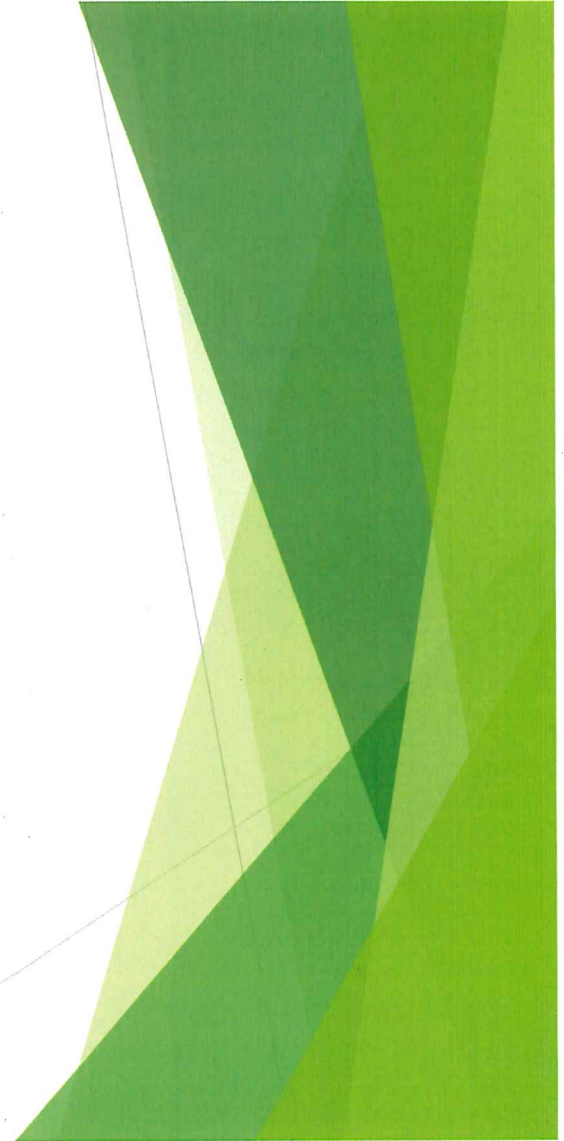
The minimum residential factor is 86.9243%.

This is the factor that would allow a split tax rate toward the CIP class up to 150%.

A residential factor of 1.00 will maintain a single tax rate.
A residential factor below 1.00 will result in a split tax rate.

A 150% shift would increase the commercial tax rate by \$6.80 per thousand and reduce the residential rate by \$1.78 per thousand.

In FY2019, 109 of 351 communities elected to split the tax rate.

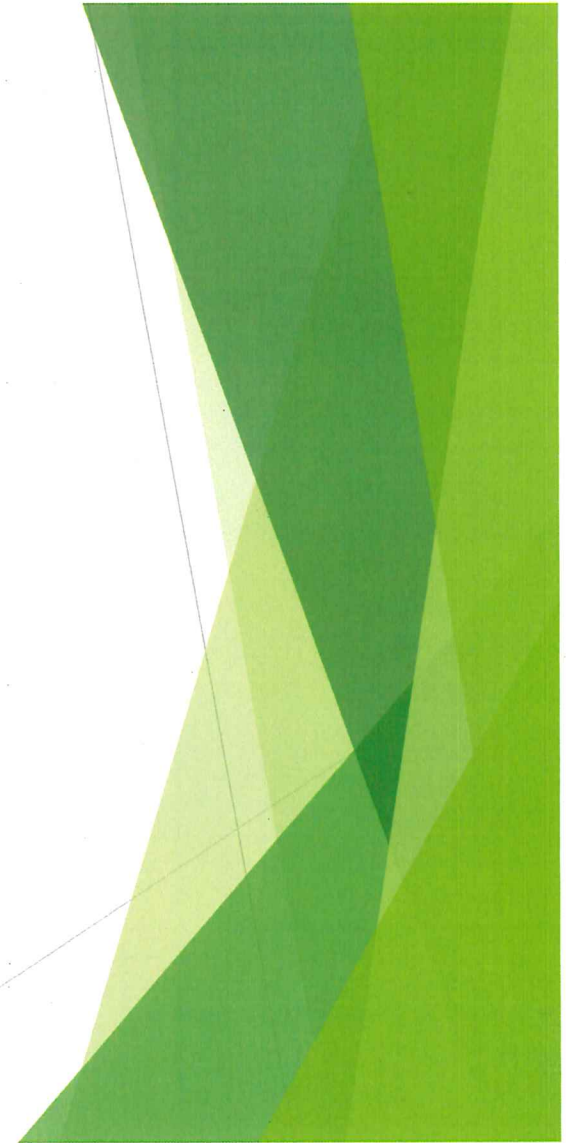


Classification Impact

Based on the proportions of our tax base, a 1% decrease in residential taxes equates to a 4% increase in commercial taxes.

For example, at a 110% shift; residential taxes decrease roughly 2.5% while commercial taxes increase 10%

Any shift chosen will follow this 1:4 ratio.



Classification Impact Examples

The chart shows the impact on different properties if the tax burden was shifted towards the CIP classes.

Type	Typical Property	Assessment	Tax Levy Shift					
			100%	110%	120%	130%	140%	150%
Resid	Condo @ Natick Village	231,800	\$ 3,155	\$ 3,071	\$ 2,990	\$ 2,907	\$ 2,826	\$ 2,742
Resid	Single Family-Average Value	617,960	\$ 8,410	\$ 8,188	\$ 7,972	\$ 7,749	\$ 7,533	\$ 7,310
Resid	Single Family-New Construction	1,000,000	\$ 13,610	\$ 13,250	\$ 12,900	\$ 12,540	\$ 12,190	\$ 11,830
Resid	Sm. Apartment	1,500,000	\$ 20,415	\$ 19,875	\$ 19,350	\$ 18,810	\$ 18,285	\$ 17,745
Resid	Lg. Apartment	38,000,000	\$ 517,180	\$ 503,500	\$ 490,200	\$ 476,520	\$ 463,220	\$ 449,540
Comm	Gas Station	750,000	\$ 10,208	\$ 11,228	\$ 12,248	\$ 13,268	\$ 14,288	\$ 15,308
Comm	Small Retail	1,000,000	\$ 13,610	\$ 14,970	\$ 16,330	\$ 17,690	\$ 19,050	\$ 20,410
Comm	Office Bldg	40,000,000	\$ 544,400	\$ 598,800	\$ 653,200	\$ 707,600	\$ 762,000	\$ 816,400
Comm	Retail Mall	340,000,000	\$ 4,627,400	\$ 5,089,800	\$ 5,552,200	\$ 6,014,600	\$ 6,477,000	\$ 6,939,400
Residential Change				-2.65%	-5.22%	-7.86%	-10.43%	-13.08%
Commercial Change				9.99%	19.99%	29.98%	39.97%	49.96%

Classification Impact Examples

Modera



Type	Property	Assessment	Tax Levy Shift					
			100%	110%	120%	130%	140%	150%
Res	Modera	38,557,170	\$ 524,763	\$ 510,883	\$ 497,387	\$ 483,507	\$ 470,012	\$ 456,131
Percent Change				-2.65%	-5.22%	-7.86%	-10.43%	-13.08%

Classification Impact Examples

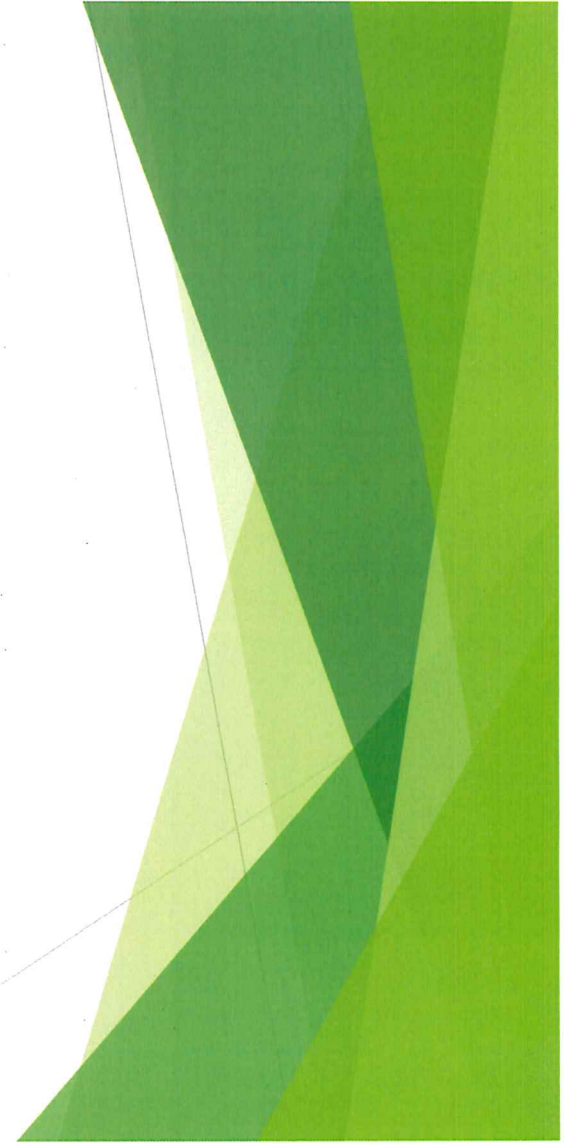
Mathworks



Type	Property	Assessment	Tax Levy Shift					
			100%	110%	120%	130%	140%	150%
Comm	Mathworks	213,513,250	\$ 2,905,915	\$3,196,293	\$3,486,671	\$3,777,049	\$4,067,427	\$4,357,805
Percent Change				9.99%	19.99%	29.98%	39.97%	49.96%

Other Tax Policy Options

- Residential Exemption
- Small Commercial Exemption



Residential Exemption

- The board may choose to adopt a residential exemption of up to 35% of the average value of all residential properties.
- Shifts the tax burden within the residential class
- This shift results in a higher tax rate
- Benefits owner occupied properties
- Provides greater benefit to lower-valued properties
- Is a break-even point, where an eligible property pays higher taxes because of the adjusted rate.
- Implementing a residential exemption without classifying (splitting) the tax rate results in a higher tax rate for some residential properties than commercial and industrial.

Residential Exemption Examples

Selected Exemption			0%	5.00%	10.00%	20.00%	35.00%
Residential Exemption			\$0	\$27,350	\$54,700	\$109,400	\$191,450
Residential Tax Rate			13.61	14.21	14.86	15.28	18.02
	Qualifies for Exemption	Assess	Tax	Tax	Tax	Tax	Tax
Owner Occupied Condo	YES	231,800	3,155	2,905	2,632	1,870	727
Owner Occupied Home (Average Value)	YES	617,960	8,410	8,393	8,370	7,771	7,686
Non-Owner Occupied Home (Average Value)	NO	617,960	8,410	8,781	9,183	9,442	11,136
Owner Occupied Home	YES	800,000	10,888	10,979	11,075	10,552	10,966
Owner Occupied Home	YES	1,200,000	16,332	16,663	17,019	16,664	18,174
Large Apartment	NO	38,000,000	517,180	539,980	564,680	580,640	684,760

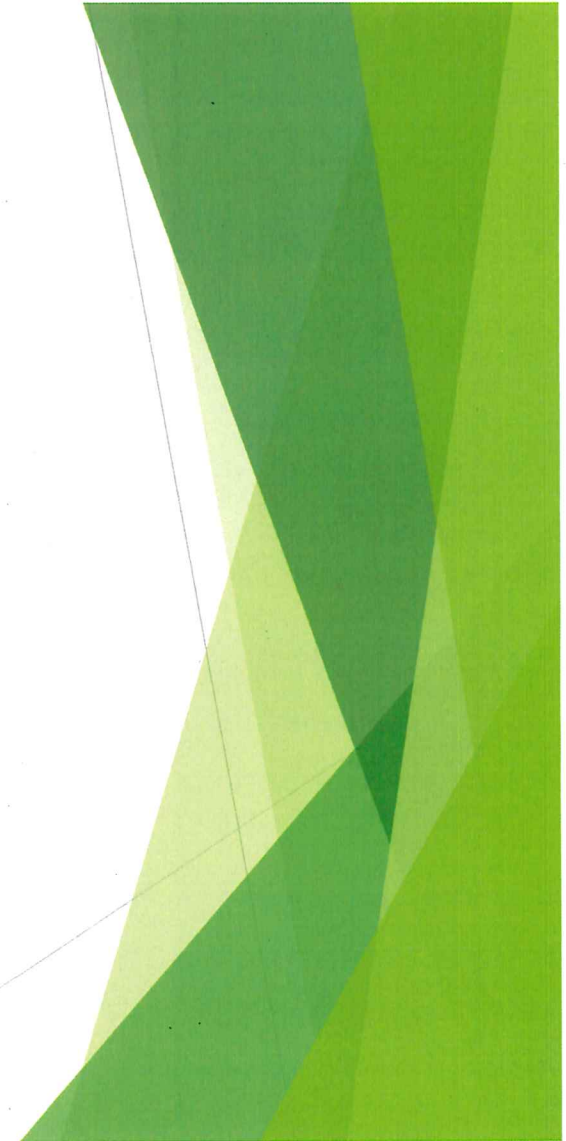
Residential Exemption

Sixteen communities adopted a residential exemption in FY2019.

Barnstable	Everett	Somerville	Wellfleet
Boston	Malden	Tisbury	
Brookline	Nantucket	Truro	
Cambridge	Provincetown	Waltham	
Chelsea	Somerset	Watertown	

The communities that generally utilize the residential exemption either have a large percentage of rental units (Boston, Brookline, Cambridge etc.) or seasonal/tourist housing (Nantucket, Provincetown etc.)

This exemption is not recommended for Natick



Small Commercial Exemption

- The board may chose to adopt a small commercial exemption of up to 10%.
- Available to businesses that employ less than 10 people annually (as certified by the Department of Labor and Workforce Development) and are situated in a building that is valued less than \$1,000,000.
- All businesses at the property must qualify.
- In Natick, approximately 37 properties may be eligible.
- Benefit goes to the property owner rather than the business itself.
- Adopting a small commercial exemption without classifying (split) taxes, could result in a tax rate for some commercial properties less than the residential rate.

Small Commercial Exemption

Fifteen communities adopted a small commercial exemption in 2019. Twelve also have a split tax rate.

Auburn

Avon

Bellingham

Berlin

Braintree

Chelmsford

Dartmouth

Erving

New Ashford

North Attleborough

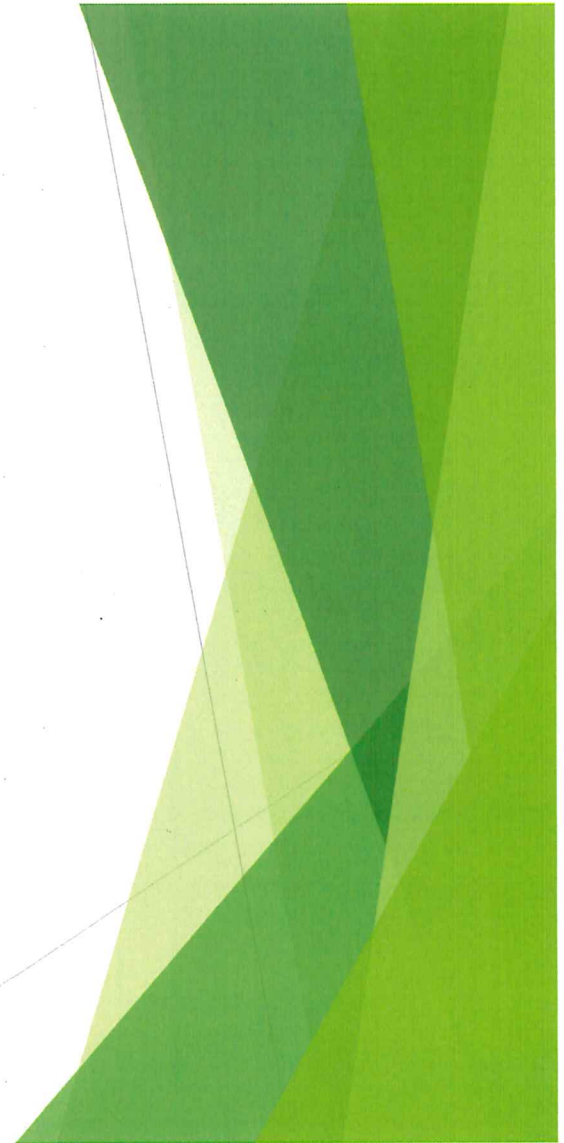
Seekonk

Somerset

Swampscott

Westford

Wrentham





Fiscal Year 2020 Property Assessment Review

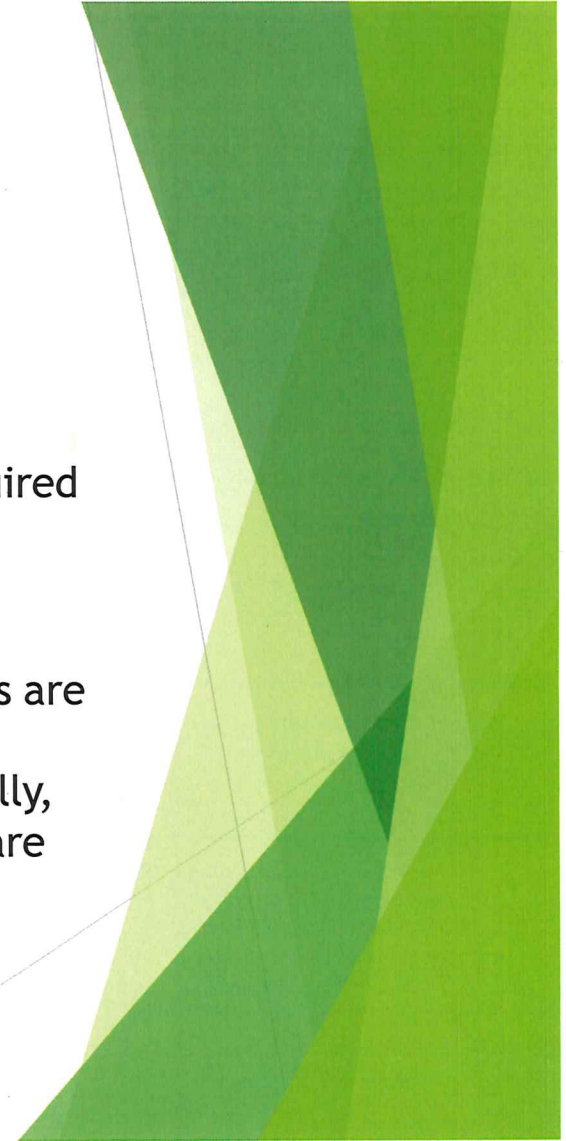
Property Assessment Review

Why do we change the assessed values?

- ***We are required to.*** Under the guidelines of the Department of Revenue and Massachusetts General Laws, Chapter 59, we are required to assess property at 100% full and fair cash valuation.

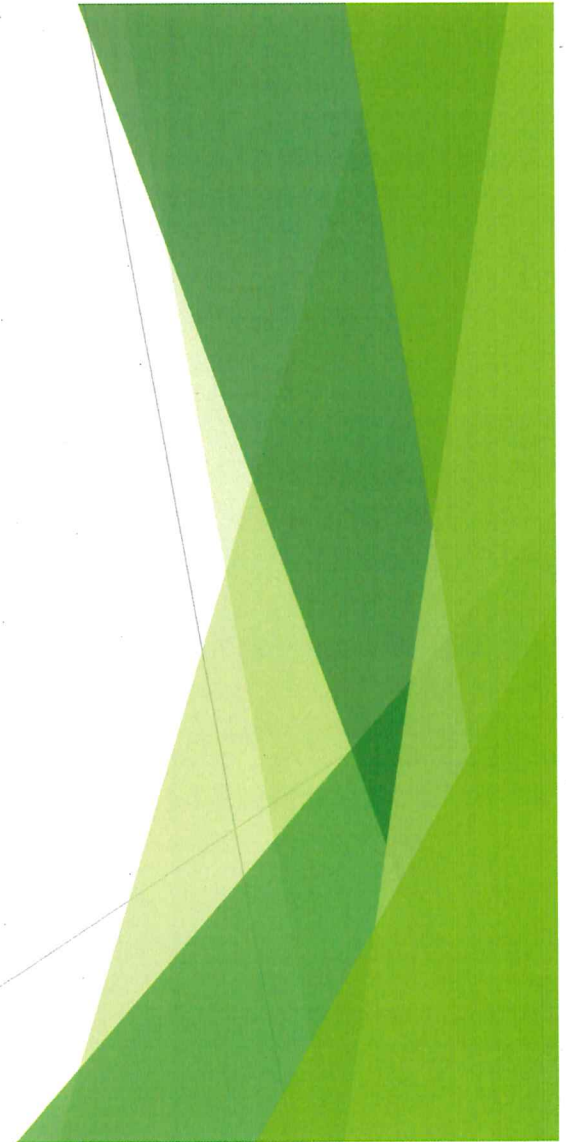
What does this mean?

- Our assessed values have to reflect the market, i.e. what properties are selling for.
- The Department of Revenue reviews and approves our values annually, completing a full audit or certification every 5 years. If our values are not “market value” they will not be approved.



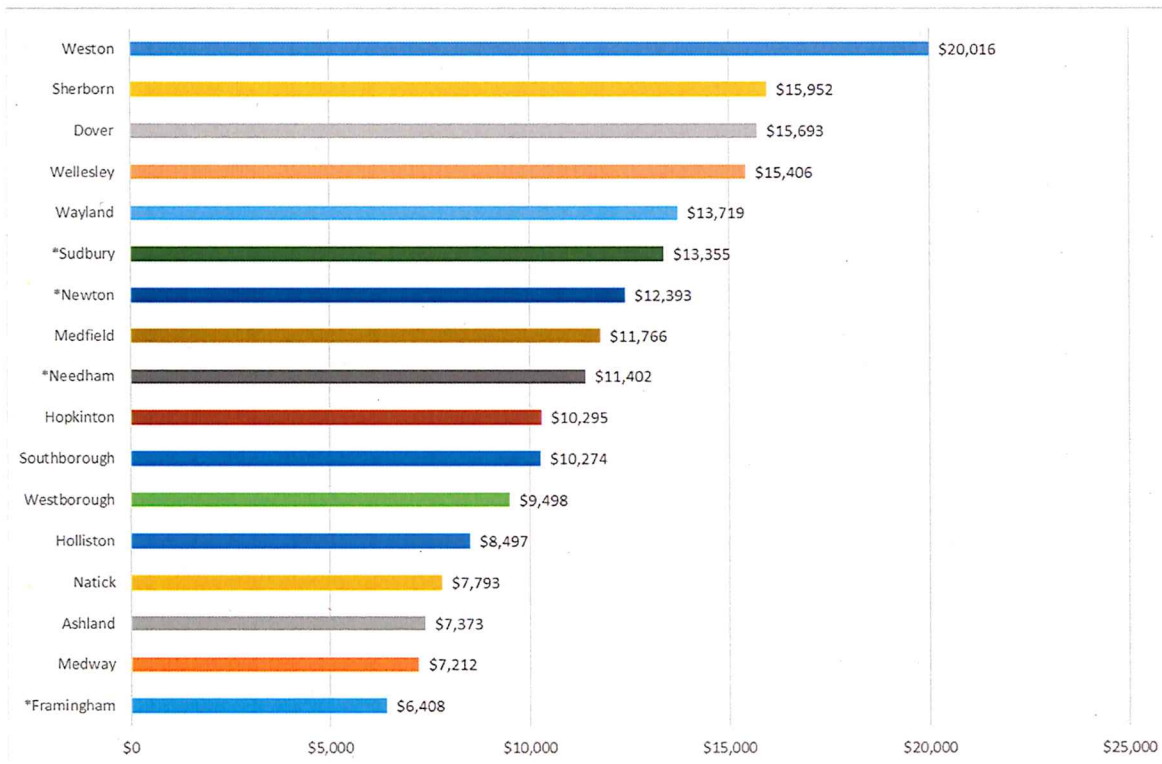
Property Assessment Review

- Overall, residential and commercial values have increased based on current market conditions.
- The residential sales market has continued to be robust but has shown signs of “leveling out” after years of large YOY increases. The commercial market has remained consistent and has benefited from low interest rates and stable vacancy and rental rates. Specific property types; such as hotels, office/flex space, and shipping/receiving warehouse properties have seen value appreciation. There have been large commercial investments; most prominently in the Route 9 area.
- The average single family assessment increased from \$613,133 to \$617,960. If a single tax rate is adopted by the Board of Selectmen we will see an increase of \$617.52 to the average single family tax bill.
- The tax rate increases by ninety cents per thousand (\$0.90).



Average Single Family Tax Bill Comparison Fiscal Year 2019

Comparable Towns



New Growth

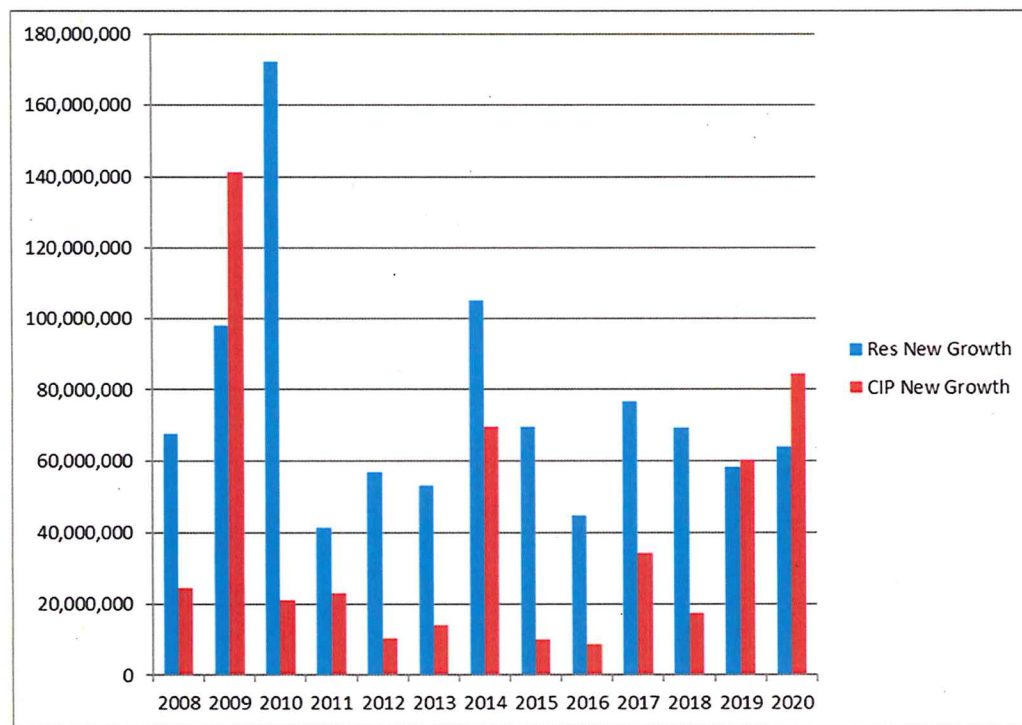
New Growth valuation was certified by the Dept. of Revenue on October 2nd 2019 at one hundred forty eight million two hundred thirty thousand two hundred and thirteen dollars.

\$148,230,213

The major factors contributing to this total are:

Single Family Homes	\$46,554,150
Residential Condominiums	\$11,880,400
Other Residential	\$ 5,331,850
Commercial/Industrial	\$59,997,800
Personal Property	\$24,466,013

Historical New Growth- Residential & CIP



Top Ten Taxpayers- Fiscal Year 2020

OWNER	PROPERTY CLASS	REAL ESTATE VALUE	REAL ESTATE TAXES	PERSONAL PROPERTY VALUE	PERSONAL PROPERTY TAXES	FY2020 ASSESSED TOTAL	TOTAL TAXES (RE & PP)
GENERAL GROWTH PROPERTIES (NATICK MALL)	CIP	\$ 337,286,800	\$ 4,590,473	\$ 2,611,300	\$ 35,540	\$ 339,898,100	\$ 4,626,013
MATHWORKS INC	CIP	\$ 213,251,800	\$ 2,902,357	\$ 261,450	\$ 3,558	\$ 213,513,250	\$ 2,905,915
AVALON NATICK LLC	RES	\$ 88,256,700	\$ 1,201,174	\$ 57,510	\$ 783	\$ 88,314,210	\$ 1,201,956
HC ATLANTIC DEVELOPMENT LP	CIP	\$ 68,535,600	\$ 932,770		\$ -	\$ 68,535,600	\$ 932,770
FRANCHI PASQUALE	RES	\$ 46,959,500	\$ 639,119		\$ -	\$ 46,959,500	\$ 639,119
NATICK VILLAGE INVESTMENT LTD PTRN	RES	\$ 45,167,600	\$ 614,731		\$ -	\$ 45,167,600	\$ 614,731
COGNEX/VISION DRIVE	CIP	\$ 43,345,300	\$ 589,930		\$ -	\$ 43,345,300	\$ 589,930
DDH HOTEL LLC	CIP	\$ 39,884,600	\$ 542,829	\$ 976,370	\$ 13,288	\$ 40,860,970	\$ 556,118
EGMR 30 SUPERIOR (FED EX)	RES	\$ 39,914,200	\$ 543,232		\$ -	\$ 39,914,200	\$ 543,232
MCREFR NATICK DEVELOPMENT LLC (MODERA)	RES	\$ 38,525,900	\$ 524,337	\$ 31,270	\$ 426	\$ 38,557,170	\$ 524,763
TOTALS:		\$ 961,128,000	\$ 13,080,952	\$ 3,937,900	\$ 53,595	\$ 965,065,900	\$ 13,134,547

TOP 10 TAXPAYER PERCENT OF LEVY = 10.8%

TOP 2 TAXPAYER PERCENT OF LEVY = 6.2%

Conclusion.....

If Natick maintains a single tax rate, we can expect the following:

- We have projected an increase to the average single family tax bill of \$617.52.
- Natick's Top 10 Taxpayers will collectively contribute thirteen million one hundred thirty four thousand five hundred and forty seven dollars (\$13,134,547) in taxes for Fiscal Year 2020.
- The Top 10 Taxpayers pay 10.8% to Natick's Total Tax Levy.

Conclusion.....

The debt exclusion for the Kennedy Middle School and West Natick Fire Station have had a major impact on the FY20 tax rate. The following defines the portions of the tax rate as a result of the new and past debt exclusion votes, along with the impact on the average single family home:

TAX RATE BREAKDOWN	
LEVY	\$ 12.51
PRIOR DEBT EXCLUSION	\$ 0.46
NEW DEBT EXCLUSION (KMS+FIRE STA)	\$ 0.63
TOTAL	\$ 13.61

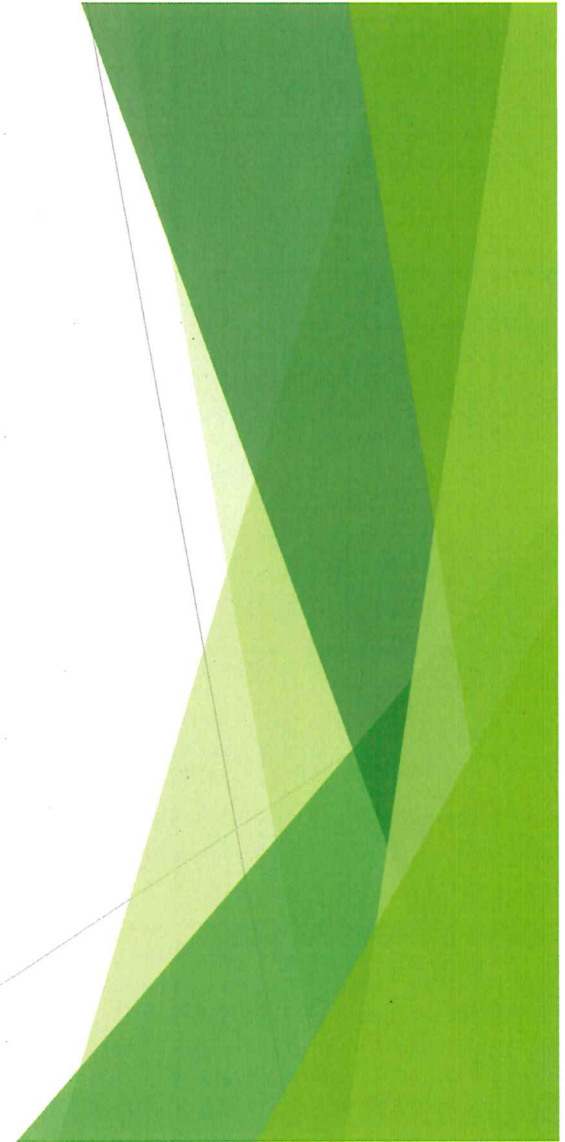
IMPACT ON AVERAGE SINGLE FAMILY HOME	
ASSESSED VALUE	\$ 617,960.00
TOTAL RE TAX BILL	\$ 8,410.44
LEVY	\$ 7,733.49
PRIOR DEBT EXCLUSION	\$ 285.29
NEW DEBT EXCLUSION (KMS+FIRE STA)	\$ 391.66

Conclusion.....

Administration and the finance department recommend a MRF of 1.00, maintaining a single tax rate.

This is based on the following:

- Continued commercial growth without the use of TIFs (Tax Increment Financing)
- Based on our tax base ratios, a relatively minor reduction in residential taxes would result in a significant increase in commercial taxes.
- Concerned about the impact on small businesses
- When comparing surrounding and similar communities; our taxes are reasonable for services offered.

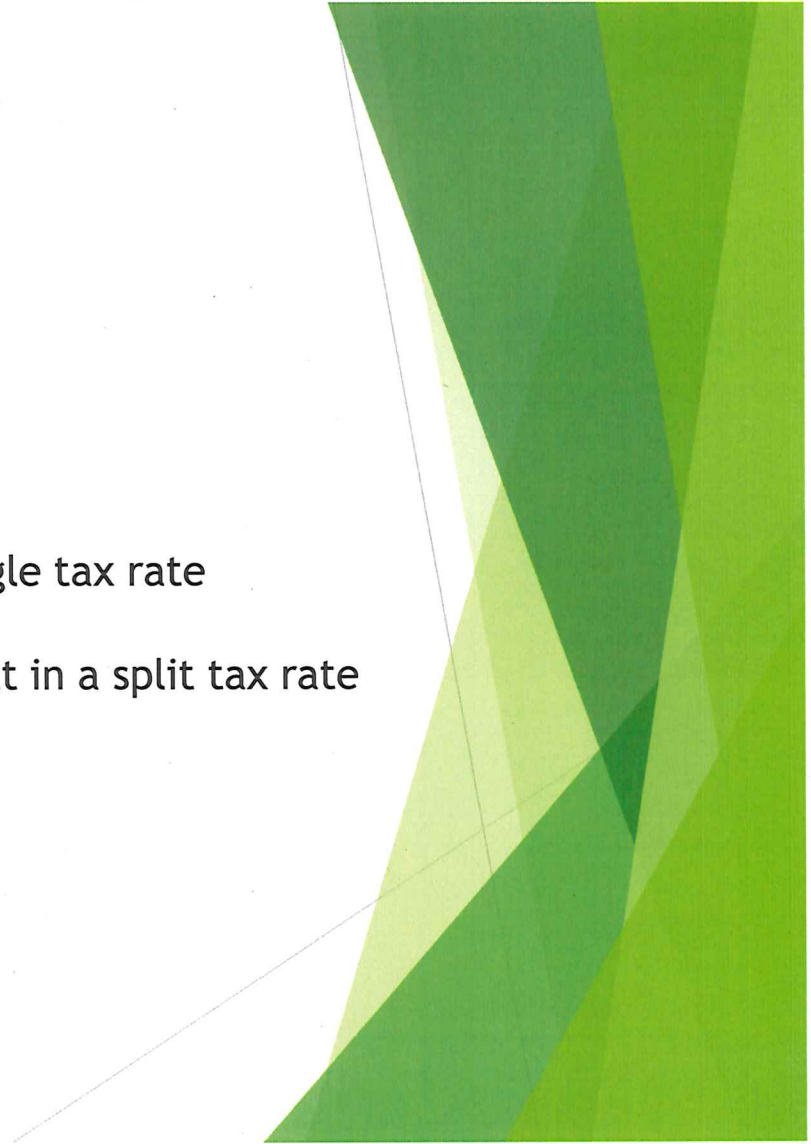


In conclusion I am asking the board to vote:

The board must adopt a residential factor.

A residential factor of 1.00 will result in a single tax rate

A residential factor of less than 1.00 will result in a split tax rate



The board may also consider:

1. A residential exemption
and/or
2. A small commercial exemption

Typically these exemptions are found in communities that have a large percentage of rental or non-resident owners and have a split tax rate. They are not recommended for Natick.



Donna Donovan <ddonovan@natickma.org>

Fwd: FY2020 Tax Classification Hearing - Testimony

1 message

Michael Hickey <mhickey@natickma.org>
To: Selectmen <selectmen@natickma.org>

Sat, Nov 16, 2019 at 9:13 AM

FYI from Josh re: the tax classification hearing.

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

From: **Joshua Ostroff** <joshua@ostroff.net>

Date: Fri, Nov 15, 2019 at 1:37 PM

Subject: FY2020 Tax Classification Hearing - Testimony

To: Michael Hickey <mhickey@natickma.org>

Cc: Jonathan Freedman <jfreedman@natickma.org>, Melissa Malone <MMalone@natickma.org>, ehenderson@natickma.org <ehenderson@natickma.org>

11/15/2019

Chair Hickey and members of the Board:

Thank you for considering this testimony in the FY2020 Tax Classification Hearing.

First, I commend the thoroughness of the Director of Assessing's presentation to the Board as posted online. I am also gratified to also see a slight increase in the percentage of commercial and industrial valuations relative to the total.

I ask the Board to set a residential factor of 1.0, that is, to maintain a single rate for residential and commercial/industrial properties, for several reasons.

First, there is a critical economic development imperative to encourage new investment in the commercial and industrial sectors, and we should provide the Town with incentives to do so. Increasing the commercial property tax burden, however, is a disincentive and ultimately diminishes the value of these properties, and the associated benefits to the community.

Second, should we split the tax rate, every \$1 saved by residential taxpayers costs \$4 to commercial taxpayers, in the aggregate, and the largest beneficiaries are those with the most valuable residential properties.

Third, there is an argument of fairness. Commercial property owners generally do not receive the services that comprise the largest share of the Town budget. These primarily accrue to residents.

Fourth, splitting the rate will not increase the amount of property tax revenue we will receive.

Finally, there is an argument for value. Natick taxpayers receive a very high level of service for a comparatively affordable level of taxation. Without question, tax bills are rising and for some, these are significant burdens. But the increases in taxes are primarily a consequence of the choices of Natick voters, and the Board is right to explore strategies to reduce the tax burden in ways that are targeted to those in need.

While I could provide additional rationale for maintaining a single tax rate, there are the five reasons I want to emphasize.

I do not have a view to express on residential and commercial exemptions.

Thank you for your consideration.

Joshua Ostroff
18 Erlandfson Road
508 654-3330

ITEM TITLE: Safety Committee Recommendations

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Safety Committee Recommendations	11/14/2019	Cover Memo



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
SEPTEMBER – OCTOBER 2019

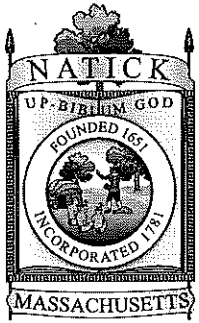
AGENDA ITEM	RECOMMENDATION	DATE
Resident Request for address Change	Committee VOTED to recommend to the Board of Selectmen to hold a Public Hearing to change address of 24 Hammond Road Extension to 5 Hammond Road Extension	September 24, 2019
Crosswalk Bacon Street and Marion Street	Committee VOTED to advise Board of Selectmen to make appropriate curbing changes in order to make intersection more conducive to 90° turn in an effort to make the intersection safer for pedestrians.	September 24, 2019
Request for “Deaf Person” Sign on Grant Street.	Committee VOTED to recommend to Board of Selectmen to erect MUTCD compliant DEAF PERSON sign on either end of Grant Street.	October 16, 2019
Request to Amend Traffic Rules and Orders	Committee VOTED to recommend to Board of Selectmen to amend Traffic Rules and Orders Article IV Section 480-24 From: between the hours of 1:00 AM and 6:00 AM on any day between October 1 st and April 30 th . To: between the hours of 1:00 AM and 6:00 AM on any day between November 1 st and March 30 th	October 16, 2019

ITEM TITLE: Procurement Officer

ITEM SUMMARY: 1. Custodial Cleaning Services Renewal
2. Asphalt Renewal
3. Rehabilitation of Springvale Well No. 2
4. Streetlight Maintenance
5. Recreation and Parks Transportation Services
6. W-155 - Broad Hill Water Tank Mixer and Appurtenances

ATTACHMENTS:

Description	Upload Date	Type
Custodial Cleaning Contract	11/14/2019	Cover Memo
Asphalt Renewal Contract	11/14/2019	Cover Memo
Award First Option 110519	11/14/2019	Cover Memo
Springvale Well Award Material	11/14/2019	Cover Memo
Streetlight Maintenance Material	11/14/2019	Cover Memo
Rec & Park Transportation Services	11/14/2019	Cover Memo
Broad Hill Water Tank Materials	11/14/2019	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Kevin Coxall, Maintenance Manager
David Moores, Custodial Supervisor

DATE: November 5, 2019

SUBJECT: CONTRACT EXTENSION REQUEST
Custodial Cleaning Services

In September, 2018, the Administration requested a procurement for custodial cleaning services under Operational Services Division (OSD) Contract FAC81. I solicited five (5) written quotes from firms on FAC81, which is a "State Bid List" contract. (Any and all contracts awarded pursuant to an OSD contract shall be deemed to be in compliance with M.G.L. c. 30B.)

The lowest quote received from a responsible and responsible quoting party was submitted by S.J. Services, Inc., 235 Newbury Street, Danvers, MA 01923. S.J. Services, Inc. submitted a rate of \$19.23/hour to perform the Town's required custodial cleaning services.

On or about October 1, 2018, the Natick Board of Selectmen awarded a contract for said amount to S.J. Services from November 2, 2018, lasting through January 31, 2019, with an automatic one (1)-year extension to January 31, 2020 (which itself depended upon the Commonwealth's extension of underlying FAC81 contract through January 31, 2021. The Commonwealth extended its contract.) The Board reserved its right at that time to exercise a one (1)-year option for renewal.

The Administration is now requesting that the Natick Board of Selectmen exercise said option, so as to allow the contract to run coterminous with the remainder of FAC81, as extended (i.e., through January 31, 2021.) Overall S.J. Services has performed well in its contractual relationship with the Town. Its rates are also very beneficial, especially in a time in which market rates show that such services would cost well above \$20 per hour.

Once again, there will be no separate written form of contract, as the Commonwealth has a master contract and has already conducted the procurement in a general sense. The Town will simply issue a purchase order, citing FAC81 and attaching S.J. Services, Inc.'s quote/proposal. Upon counsel's recommendation, and upon consultation with OSD, the Town's practice has been not to issue a separate contract, as the form has the potential to deviate from the terms of the State's form of contract. The formal writing, from the Town's perspective, will be the purchase order itself.

Please advise with any questions that you may have.

Funding information: Facilities Department Operating Budget (Approximately \$145,000.00/year).

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 19, 2019

President
S.J. Services
235 Newbury Street
Danvers, MA 01923

*RE: CUSTODIAL CLEANING SERVICES
NOTICE OF EXERCISE OF RENEWAL TERM*

Dear Sir:

As you are aware, the Town of Natick, Massachusetts and SJ Services are parties to a contract for custodial cleaning services in the Town of Natick from OSD FAC81 ("Contract.") The contract is set to expire on January 31, 2020.

On November 18, 2019, 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, so as to run coterminous with the remainder of the term of FAC81 – January 31, 2021.

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

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
 Jonathan Gadson, Facilities Director
 David Moores, Custodial Supervisor
 Arti P. Mehta, Comptroller
 Karis L. North, Esq., Murphy, Hesse, Toomey & Lehan, LLP, Office of the Town Counsel



OPERATIONAL SERVICES DIVISION

Contract User Guide for FAC81

FAC81: Janitorial Services, Environmentally Preferable Statewide Contract

UPDATED: 7/10/2019

Contract #:	FAC81
MMARS MA #:	FAC81*
Initial Contract Term:	2/1/2014 to 1/31/2017
Maximum End Date:	1/31/2021
Current Contract Term:	2/1/2019 to 1/31/2021
Contract Manager:	Sorraia Tavares, 617-720-3304, Sorriaia.Tavares@mass.gov
This Contract Contains:	Small Business Purchasing Program, Supplier Diversity Office (SDO) Contractors and Environmentally Preferable Products (EPP), Prompt Payment Discount.
UNSPSC Codes:	76-11-00-00-0000

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

- [Contract Summary](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Pricing, Quotes and Purchase Options](#)
- [Instructions for MMARS Users](#)
- [Environmentally Preferable Products](#)
- [Emergency Services](#)
- [Performance and Payment Time Frames Which Exceed Contract Duration](#)
- [Strategic Sourcing Team Members](#)
- [VENDOR LIST AND INFORMATION](#)
- [Appendix A:](#)

TIP: To return to the first page throughout this document, use the CTL + Home command.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: 7/10/2019

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Contract Summary

This is a multi-award contract, by region, offering all eligible entities the ability to solicit quotes and utilize janitorial companies of varying sizes for their cleaning needs. This contract provides many qualified janitorial contractors who will be responsible for providing the cleaning services required to maintain Commonwealth Departments, municipalities, schools and other eligible entities. Services provided under this contract are not intended to be used to replace any current janitorial staff engaged by agencies that provide such services.

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Departments were allowed to continue with their FAC67 janitorial company, if that company has an award under FAC81, the new engagement will be governed by the new terms of FAC81. Those departments who choose to continue with their FAC67 janitorial service must obtain current prevailing wage rates (for Commonwealth owned or rented public buildings only) and create a new encumbrance under FAC81, and we encourage departments to consider obtaining quotes from other vendors to ensure you are still getting best value, as the price structure/approach is different than FAC67. All new engagements must solicit quotes from their regional awarded contractors in accordance with the process identified in this document.

NOTE: This contract is not intended for use by the Department of Capital Asset Management and Maintenance (DCAMM) for those facilities that are part of the Integrated Facility Management (IFM) regions of DCAMM, including the Government Center Complex. The FAC81 contracts are primarily intended for use by medium to small sized facilities that are not part of DCAMM IFM. Any facility that is absorbed by the DCAMM IFM Region during the life of this contract will not be required to continue to use FAC81 once the transition is completed, and any agreed upon statement of work will be terminated.

In addition, this solicitation requires the use of environmentally preferable, or "green" cleaning products by all awarded contractors as required by Governor Patrick's Executive Order 515 and specified in the RFR wherever they are available for the purpose of protecting human health and the environment to the greatest extent possible. FAC81 vendors were required to submit their list of green products for review and approval prior to award. All products were required to be listed on the OSD's Approved Green Products List. This list includes green chemicals that have been "Independently Third-Party Certified;" which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.



Benefits and Cost Savings

HEALTH BENEFITS TO USING GREEN CLEANING PRODUCTS:

The National Association of School Nurses says that using less toxic products to clean:

- Reduces allergies and sensitivities, reduces absenteeism, improves indoor air quality, increases productivity, and enables higher test scores;
- Involves greater safety in handling for custodians and cleaning staff as ingredients in common cleaning products have been linked to triggering asthmatic episodes, cancer, effects on the nervous system, reproductive organs, kidneys, liver and hormones.

COST SAVINGS and OTHER BENEFITS

- Service providers using green cleaning products can save themselves and their customers money by purchasing and using a single product with different dilution rates depending on the job;
- Many of the products have automatic dispensing systems which reduce over use of products and product exposure to employees;
- Vendors have submitted in their RFR FAC81 Response details on the experience level of staff members and how background checks and CORI/SORI requirements are performed and documented. Departments may request to receive such information when getting quotes from vendors. Vendors have also agreed to detail within the Statement of Work document (to be used for all jobs under this contract), their established work schedules, identified staffing, supplies and equipment, performance requirements, and compliance with environmental specifications that are similar to third party industry cleaning standards which can be monitored by the Strategic Sourcing Services Team (SSST).

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit COMMBUYS.com and search for FAC81 to find related Master Blanket Purchase Order (MBPO) information.
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: 7/10/2019

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Who Can Use This Contract

Applicable Procurement Law

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing, Quote and Purchase Options

Purchase Options

This contract has been set up as a distributor model (solicitation enabled) Master Blanket Purchase Order (MBPO) in COMMBUYS. A Solicitation Enabled Distributor Model MBPO is a single MBPO that has multiple vendors listed as distributors. This allows you to solicit quotes within COMMBUYS, award and place the order through COMMBUYS.

There are twenty two (22) total vendors on this contract and seven (7) different distributor model Master Blanket Purchase Orders (MBPO). Each MBPO contains a list of the vendors for the specific district they have been awarded, and a separate MBPO for vendors awarded Statewide. Most vendors appear on multiple MBPOs. The Contract User Guide, Statement of Work Template and Vendor Information Reference sheet has been attached to all MBPOs.

Each Master Blanket Purchase Order has one line with a variation on the district:

Janitorial Services, District 1 Vendors, Environmentally Preferable, Custodial Service. Contract Services include but not limited to: Sweeping, vacuuming, cleaning, trash removal, recycling, window washing, dusting, and optional snow removal. A Statement of Work is required and contract users must solicit at least three quotes from the available vendors. Prevailing wage is required for Commonwealth owned and rented facilities.

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Pricing Options

Pricing: This contract does not contain specific pricing, but is established as a Qualified List of vendors. Contract users wishing to engage an FAC81 janitorial contractor must create a Statement of Work (with region prevailing wages only if the requesting department is a Commonwealth owned or rented office/facility) and which must be used to **solicit at least three quotes from contractors in their region**, to be evaluated with best value criteria applied.

NOTE For Commonwealth Owned or Rented Facilities: Prevailing Wage Rates must be obtained by the Commonwealth Buying Entity directly from the Division of Labor Standards (DLS):
<http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> *at the time of Statement of Work preparation and for contractor use when engaged with the Buying Entity.*

Statement of Work (SOW):

Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs
- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference FAC81 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How to Purchase From the Contract

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

At least three (3) quotes must be solicited from vendors on this contract and quoting on this contract should be done through COMMBUYS. Contract Users must create a Statement of Work (SOW), or use the SOW Template available under each MBPO. To create the bid for quoting through COMMBUYS, follow the below steps.

1. Start with a New Requisition, on the General Tab, Fill in all required information and **make sure** to check off the Solicitation Enabled check box.
2. Within the requisition, Click on the Items tab, click 'Search Items'; then click the plus sign next to Advanced Search to do an advanced search. Use FAC81 in the *Description* field; or enter the MBPO number in the *Contract / PO#* field. If entering only FAC81 in the *Description* field, a list of seven (7) line items will appear, below is a list of the Mass DOT districts and the cities and towns that fall under each district.
3. Once item is added to the requisition, COMMBUYS will bring you to the Items tab and have an error message saying that the line item needs to have a value greater than 0. Click on **Enter Info** under the **Catalog Price/ Unit Cost** and enter in the **estimated cost**. This can be hidden from the bid before sending it to the vendors.
4. Next click on the Distributor tab and select the vendors you want to solicit quotes from.
5. Attach your Statement of Work and any other pertinent documents in the Attachment tab, making sure to check the box that says Show to Vendor.
6. The Reminders tab can be used for internal reminders.

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7. Review the Summary Tab, and then Submit for Approval.
 - a. Once Approved, the Requisition will turn into a bid ready for purchasing, once it is in this status, you will need to click Convert to Bid.
8. Once it is converted to a bid, you will go through the tabs and enter in the required information. On the Items tab you can delete the cost that was previously entered on the requisition so no estimated cost shows to the vendor, or if you leave the previously entered cost this will show to the vendor as an estimated cost.
9. Once everything is review, it is then submitted for approval and sent to the vendors.

The vendors will then do a walk through as specified in the SOW and submit their response through COMMBUYS and the bid can then be award.

Obtaining Quotes

Contract users should always reference FAC81 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the [*Job Aids for Buyers*](#) webpage, and select:

- The COMMBUYS Purchase Orders section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Prevailing Wage Requirements

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

Environmentally Preferable Products (EPP)

GREEN CLEANING PRODUCTS AND PRACTICES: *Executive Order 515, Establishing an Environmental Purchasing Policy* issued by the Patrick-Murray Administration in 2009, **requires all janitorial service companies** providing services to Executive Branch Agencies to use environmentally preferable (green) cleaning products and practices as specified in Commonwealth statewide contracts. In particular, all vendors are required to use products listed on the OSD's Approved Green Products List for FAC85. FAC85 is the Statewide contract for Green Cleaning Products, Programs, Equipment and Supplies, and includes all products and services to assist in implementing a green cleaning program. It is not a requirement that FAC81 vendors use

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FAC85 vendors to purchase their products; however they must only use products that are on the Approved Green Products List. This list includes green chemicals that have been "Independently Third-Party Certified," which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.

- Using less toxic products benefits Commonwealth citizens on many levels:
- reduces the risks to custodians and cleaning staff who are handling the products;
- improves indoor air quality for building occupants as a result of lower volatile organic compounds (VOCs);
- significantly lessens the amount of toxic substances going down the drain and into water and soil, which also impacts plants and animals in the area; and
- offers efficiencies in cleaning via dispensing systems that control use and equipment that does the job the same or better with less or no chemical use; **these all add up to saving money.**

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

Comments and Complaints:

Comments and/or complaints regarding any aspect of this contract can be emailed directly to the OSD Contract Manager.

Frequently Purchased Items on the Contract

Services frequently purchased through this contract include:

- Sweep floors and vacuum carpets.
- Empty waste receptacles.
- Trash removal.
- Office and bottle/can recycling.
- Hard floor buffing.
- Scrub, strip and seal work.
- Replenish paper towel, toilet paper and hand soap dispensers.
- Strip and apply non-slip or non-skid floor finish to restroom floors.
- Clean walls, partitions, including contiguous surfaces.
- Dust and wash columns, doors, and door frames.
- Vacuum upholstered furniture and full rug area.

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- Spot clean carpet to remove all stains.
- Clean and vacuum all air diffusers.
- Wash windows.
- Clean ceiling areas, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, etc.
- Office building garage cleaning.
- Optional: Snow removal of areas adjacent to the building(s) (walkways, stairways) and any limited routes to accessible areas where deemed appropriate.

Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the Vendor List and Information section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

Performance and Payment Time Frames Which Exceed Contract Duration

All term maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 12 months beyond the current contract term of this Statewide Contract as stated on the first page of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

Memorandum of Understanding/Statement of Work

Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs

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- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

Strategic Sourcing Team Members

Name	Department	Email
Gayle Gionet	Operational Services Division (OSD)	Gayle.Gionet@state.ma.us
Deanne Daneau	Department of Environmental Protection (DEP)	Deanne.Daneau@state.ma.us
Julia Wolfe	Operational Services Division (OSD)	Julia.Wolfe@state.ma.us
Tina Urato	Massachusetts Emergency Management Agency (CDA)	Tina.Urato@state.ma.us



OPERATIONAL SERVICES DIVISION

Contract User Guide for FAC81

Vendor List and Information*

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Districts	Discounts (PPD, Dock Delivery, Other)
A-1 Clean Team, Inc.	See Appendix A Page 13	John Wynn	617-650-1273	alcleanteam@hotmail.com	3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days
Advanced Maintenance Solutions	See Appendix A Page 13	Scott Dougherty	978-922-3911	advancedmaintenanceinc@gmail.com	3,4,5,6	2% - 10 days 1% - 30 days
American Cleaning CO	See Appendix A Page 13	Henry Valerio	617-562-4000	hvalerio@amerch.com	4,5,6	1.25% - 10 days 0.75% - 15 days 0.5% - 20 days 0.25 - 30 days
AMPM Facility Services	See Appendix A Page 13	Nancy Miller	781-622-1444 ext. 137	nmiller@ampmfs.com	3,4,5,6	2% - 10 days 1.5% - 15 days 1% - 20 days
BestPro Cleaning LLC	See Appendix A Page 13	Diana Gallego	508-310-5406	diana@bestprollc.com	3,4,6	5% - 10 days 4% - 15 days 3% - 20 days 2% - 30 days
C.M Cleaning Company	See Appendix A Page 13	Teresa Moore	781-344-1441	teresa@cmcleaning.com	5,6	1% - 10 days
CLEANCO	See Appendix A Page 13	Jack Hauswirth	781-890-2400	jhauswirth@cleancocorp.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days 1% - 30 days
Compass Facility Services	See Appendix A Page 13	Michelle Permatteo; Joe Goffredo	978-352-7600	mpermatteo@compassfacility.com jgoffredo@compassfacility.com	1,2,3,4,5,6	1% - 10 days 1% - 15 days
Complete Cleaning Company, Inc.	See Appendix A Page 13	Garry Beaver	781-598-1666	garry@complete-cleaning.com	1,2,3,4,5,6	3% - 10 days 2.5% - 15 days 2% - 20 days
Done Right Building Services	See Appendix A Page 13	Jonathan Howell	617-236-0155	jhowell@donerightservices.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days

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OPERATIONAL SERVICES DIVISION

Contract User Guide for FAC81

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Districts	Discounts (PPD, Dock Delivery, Other)
Empire Cleaning Inc.	See Appendix A Page 13	Michael DeRocco	781-246-1223	Michael@empirecleaning.net	1,2,3,4,5,6	1% - 30 days
Facilities Management & Maintenance, Inc.	See Appendix A Page 13	Lisa Fitzgerald	617-561-7003	lfitzgerald@fmm-inc.com	1,2,3,4,5,6	0.3% - 10 days 0.3% - 15 days 0.2% - 20 days
KleenRite Services Paikao Inc. DBA KleenRite Services	See Appendix A Page 13	Richard Plaxao	413-737-7663	kleenrite@gmail.com paikaoinc@gmail.com	1,2,3	2% - 10 days 1% - 15 days
M&M Contract Cleaning	See Appendix A Page 13	Jennifer Miller	508-427-1702	jmiller@mimcontractcleaning.com	2,3,4,5,6	4% - 10 days 3% - 15 days 2% - 20 days
MD Stetson Co., Inc. DBA Facilitatech	See Appendix A Page 13	Michael Glass	781-986-6161 ext. 127	michael.glass@mdstetson.com	1,2,3,4,5,6	1% - 10 days 0.75% - 15 days 0.5% - 20 days
Mass Commercial Cleaning Inc.	See Appendix A Page 13	Peter Conny	413-586-4696 ext. 101	pcenny@macomclean.com	1,2,3,4	1% - 15 days
Moura's Cleaning Service	See Appendix A Page 13	Bruno Dias	978-562-1839	Bruno@mourascleaningservice.com	1,2,3,4,5,6	2% - 10 days
National Facility Services Inc.	See Appendix A Page 13	Joe Amico	508-869-0777	joe@nfsinc.com	1,2,3,4,5,6	3% - 10 days 2% - 15 days 1.5% - 20 days 1% - 30 days
Star Building Services	See Appendix A Page 13	Hans Familia	617-825-2266	hfamilia@sbsboston.net	4,5,6	3% - 20 days 2% - 30 days
S.J. Services Inc.	See Appendix A Page 13	Daniel Shea	978-360-1229	dshea@sj-services.com	1,2,3,4,5,6	0.0025% - 10 days 0.0025% - 15 days 0.0025% - 20 days 0.0025% - 30 days
T&T Janitorial Services	See Appendix A Page 13	Keith Taylor; Joan Taylor	781-983-0584	keith@randhianitorialservices.com	1,2,3,4,5,6	3% - 10 days 2% - 20 days 1% - 30 days
UG2 LLC	See Appendix A Page 13	Aiden Moore	617-977-5337	amoore@ue2.com	1,2,3,4,5,6	0.33% - 10 days 0.25% - 15 days 0.16% - 20 days

* Note that COMMBUYS is the official system of record for vendor contact information.

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OPERATIONAL SERVICES DIVISION

Contract User Guide for FAC81

Appendix A:

If full statewide contracts details are required please refer to the FAC81 files listed under each Master Blanket Purchase Order. Each Master Blanket Purchase Order will be kept up to date with the most current contract information.

[PO-14-1080-OSD01-OSD10-00000000937](#) - District 1 Vendors
[PO-14-1080-OSD01-OSD10-00000000940](#) - District 2 Vendors
[PO-14-1080-OSD01-OSD10-00000000943](#) - District 3 Vendors
[PO-14-1080-OSD01-OSD10-00000000947](#) - District 4 Vendors
[PO-14-1080-OSD01-OSD10-00000000948](#) - District 5 Vendors
[PO-14-1080-OSD01-OSD10-00000001378](#) - District 6 Vendors
[PO-14-1080-OSD01-OSD10-00000001379](#) - Statewide Vendors

FAC81 Districts

District 1

Adams	Alford	Ashfield	Becket	Blandford
Buckland	Charlemont	Cheshire	Chester	Chesterfield
Clarksburg	Colrain	Conway	Cummington	Dalton
Egremont	Florida	Goshen	Granville	Great Barrington
Hancock	Hawley	Heath	Hinsdale	Huntington
Lanesborough	Lee	Lenox	Middlefield	Monroe
Monterey	Montgomery	Mount Washington	New Ashford	New Marlborough
North Adams	Otis	Peru	Pittsfield	Plainfield
Richmond	Rowe	Russell	Sandisfield	Savoy
Sheffield	Shelburne	Stockbridge	Tolland	Tyringham
Washington	West Stockbridge	Williamsburg	Williamstown	Windsor

District 2

Agawam	Amherst	Athol	Barre	Belchertown
Barnardston	Brimfield	Chicopee	Deerfield	East Longmeadow
Easthampton	Erving	Gill	Granby	Greenfield
Hadley	Hampden	Hardwick	Hatfield	Holland
Holyoke	Leverett	Leyden	Longmeadow	Ludlow
Monson	Montague	New Braintree	New Salem	Northampton
Northfield	Orange	Palmer	Pelham	Petersham
Phillipston	Royalston	Shutesbury	South Hadley	Southampton
Southwick	Springfield	Sunderland	Templeton	Wales
Ware	Warren	Warwick	Wendell	West Brookfield
West Springfield	Westfield	Westhampton	Whately	Wilbraham

District 3

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OPERATIONAL SERVICES DIVISION

Acton	Ashburnham	Ashby	Ashland	Auburn
Ayer	Bellingham	Berlin	Blackstone	Bolton
Boxborough	Boylston	Brookfield	Charlton	Clinton
Douglas	Dudley	Dunstable	East Brookfield	Fitchburg
Framingham	Franklin	Gardner	Grafton	Groton
Harvard	Holden	Holliston	Hopedale	Hopkinton
Hubbardston	Hudson	Lancaster	Leicester	Leominster
Littleton	Lunenburg	Marlborough	Maynard	Medfield
Medway	Mendon	Milford	Millbury	Millis
Millville	Natick	North Brookfield	Northborough	Northbridge
Oakham	Oxford	Paxton	Pepperell	Princeton
Rutland	Sherborn	Shirley	Shrewsbury	Southborough
Southbridge	Spencer	Sterling	Stow	Sturbridge

District 3 cont.

Sudbury	Sutton	Townsend	Upton	Uxbridge
Wayland	Webster	West Boylston	Westborough	Westford
Westminster	Worcester			

District 4

Amesbury	Andover	Arlington	Bedford	Belmont
Beverly	Billerica	Boxford	Burlington	Carlisle
Chelmsford	Concord	Danvers	Dracut	Essex
Everett	Georgetown	Gloucester	Groveland	Hamilton
Haverhill	Ipswich	Lawrence	Lexington	Lincoln
Lowell	Lynn	Lynnfield	Malden	Manchester-By-The-Sea
Marblehead	Medford	Melrose	Merrimac	Methuen
Middleton	Nahant	Newbury	Newburyport	North Andover
North Reading	Peabody	Reading	Revere	Rockport
Rowley	Salem	Salisbury	Saugus	Somerville
Stoneham	Swampscott	Tewksbury	Topsfield	Tyngsborough
Wakefield	Waltham	Wenham	West Newbury	Wilmington
Winchester	Woburn			

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OPERATIONAL SERVICES DIVISION

District 5

Abington	Acushnet	Aquinnah	Attleboro	Avon
Barnstable	Berkley	Bourne	Brewster	Bridgewater
Brockton	Carver	Chatham	Chilmark	Cohasset
Dartmouth	Dennis	Dighton	Duxbury	East Bridgewater
Eastham	Easton	Edgartown	Fairhaven	Fall River
Falmouth	Foxborough	Freetown	Gosnold	Halifax
Hanover	Hanson	Harwich	Hingham	Holbrook
Hull	Kingston	Lakeville	Mansfield	Marion
Marshfield	Mashpee	Mattapoisett	Middleborough	Nantucket
New Bedford	Norfolk	North Attleborough	Norton	Norwell
Norwood	Oak Bluffs	Orleans	Pembroke	Plainville
Plymouth	Plympton	Provincetown	Raynham	Rehoboth
Rochester	Rockland	Sandwich	Scituate	Seekonk
Sharon	Somerset	Stoughton	Swansea	Taunton
Tisbury	Truro	Walpole	Wareham	Wellfleet
West Bridgewater	West Tisbury	Westport	Whitman	Wrentham
Yarmouth				

District 6

Boston	Braintree	Brookline	Cambridge	Canton
Chelsea	Dedham	Dover	Milton	Needham
Newton	Quincy	Randolph	Watertown	Wellesley
Weston	Westwood	Weymouth	Winthrop	

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TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

October 2, 2018

President
S.J. Services
235 Newbury Street
Danvers, MA 01923

RE: Custodial Cleaning
Contract Award

Dear Sir:

The Town of Natick hereby notifies you the quote/response of S.J. Services, dated September 18, 2018, for custodial cleaning services, has been accepted in the amount of \$19.23/hour to provide the services as stated in the Town of Natick's Request for Responses/Quotes. The Town is currently exempt from payment of prevailing wage requirements for custodial cleaning services. Procurement was through Commonwealth of Massachusetts Operational Services Division (OSD) Contract FAC81.

The FAC81 Contract is in effect through January 31, 2019. FAC81 is eligible to be extended by the Commonwealth until January 31, 2021. If FAC81 is indeed extended, the term of Contract with the Town, which shall begin on November 2, 2018, and which shall last until January 31, 2019, shall automatically be extended until January 31, 2020. Per the terms of the Request for Quotes, the Town shall also have the right to extend, at its own sole discretion, the term of the Contract with the Town for an additional one (1)-year term, i.e. through January 31, 2021.

The Town will accept the terms and conditions of FAC81. Please forward any and all insurance certificates evidencing insurance coverage to my attention. We would appreciate having the Town named as an additional insured on any general liability, excess, and umbrella policies that S.J. Services may have. The Town will issue a purchase order, citing the September 18, 2018, submission and referencing FAC81. The rate will be \$19.23/hour to cover the services set forth in the Town's Request for Quotes from FAC81.

David Moores, Custodial Supervisor, will be managing the project. Please feel free to reach out to him directly. He may be reached at (508)-647-6400, ext. 1502.

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 01760
Home of Champions



Amy K. Mistrot, Chair
Susan G. Salamoff, Vice Chair
Michael J. Hickey, Jr., Clerk
Jonathan Freedman
Richard P. Jennett, Jr.

MEMORANDUM

TO: Bryan LeBlanc
Procurement Officer

FROM: Trish O'Neil
Executive Assistant

DATE: October 4, 2018

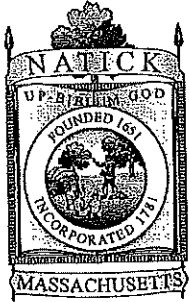
RE: Termination for Convenience and Award of Contracts

Please be advised that at their meeting of October 1, 2018 the Board of Selectmen voted the following:

1. To Terminate for Convenience the custodial cleaning services contract with Greenlife Janitorial Services, Inc. effective 10/1/2018 with last date of service 11/1/2018.
Funding: Facilities Department Operating Budget

2. To award the custodial cleaning services contract to S.J. Services, Inc. at a rate of \$19.23/hour.
Funding: Facilities Department Operating Budget

cc: Arti Mehta, Comptroller



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Kevin Coxall, Maintenance Manager
David Moores, Custodial Supervisor

DATE: September 27, 2018

**SUBJECT: CONTRACT AWARD &
CONTRACT TERMINATION
Custodial Cleaning Services**

In September, 2018, the Administration requested a procurement for custodial cleaning services under Operational Services Division (OSD) Contract FAC81. Pursuant to the attached, I solicited three (3) written quotes from firms on FAC81, which is a "State Bid List" contract. (Any and all contracts awarded pursuant to an OSD contract shall be deemed to be in compliance with M.G.L. c. 30B.)

The lowest quote received from a responsible and responsible quoting party was submitted by S.J. Services, Inc., 235 Newbury Street, Danvers, MA 01923. S.J. Services, Inc. has submitted a rate of \$19.23/hour to perform the Town's required custodial cleaning services.

The Administration is requesting award of a contract, according to the above terms, as follows:

The term of this contract shall begin on November 2, 2018, and shall last through January 31, 2019, which is the current term of the OSD Contract. Should the Operational Services Division extend the contract for an additional two (2)-year term, the term of the contract awarded by the Natick Board of Selectmen would be extended until January 31, 2020. Notwithstanding this automatic extension, the Town would then have the right to further extend the term of the contract, after having assessed the performance of S.J. Services, until January 31, 2021.

By virtue of this memorandum, the Administration is also requesting this evening termination of the current custodial cleaning contract, as being held by Greenlife Janitorial Services, Inc., for convenience. Pursuant to Section 19(e) of the current custodial cleaning contract, "the Town may (also) terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor." Pursuant to Section 20 of the current custodial cleaning contract, notice is required to be given by certified mail, return receipt requested to "President, Greenlife Janitorial Corp., 28 Church Street, Winchester, MA 01890." The Administration requests that the Selectmen sign the attached notice this evening, which will be issued in accordance with the above tomorrow morning. Greenlife Janitorial Corp. shall continue to perform services during the notice period, to wit, up to November 1, 2018. Pursuant to Section 19(e) of the Contract, Greenlife Janitorial Corp. shall be paid for all services rendered in accordance with the Contract up to that date.

Funding information: Facilities Department Operating Budget

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Cleaning Services – FAC81

Date: September 19, 2018

In September, 2018, I received a procurement request for custodial cleaning services, which were to be procured from Operational Services Division Contract FAC81. The Operational Services Division (OSD) awards a variety of statewide contracts that local jurisdictions may use without conducting a separate procurement under Chapter 30B

Under FAC81, the Town solicits at least three quotes and awards one to a responsible and responsive vendor that submits the best value in terms of price.

WRITTEN PURCHASE DESCRIPTION:

David Moores, the Town's Custodial Cleaning Supervisor, reviewed the existing scope and edited the document slightly to produce the following scope:

Pursuant to FAC81 (<https://www.mass.gov/files/documents/2018/06/08/FAC81.pdf>) The Town seeks Bids from firms/entities/persons to provide cleaning services for Town-owned buildings in the Town of Natick. The term of any contract awarded by the Town pursuant to this IFB shall be from October 1, 2018 to January 31, 2019. Should the FAC81 Contract be extended by the Commonwealth of Massachusetts Operational Services Division for its additional two (2)-year term, any Contract awarded by the Town shall be extended until January 31, 2020. Notwithstanding this extension, should FAC81 be so extended, the Town reserves the right, in its sole discretion, to extend the term of the contract until January 31, 2021. Notwithstanding any provision of FAC81, the Town reserves the right to terminate the terms of any contract awarded pursuant to its terms for termination, upon thirty (30) days prior written notice to the Contractor. The Town is exempt from payment of prevailing wages, and Quoting Parties should NOT use prevailing wage information in submitting quotes.

A. Locations to be Cleaned

Cleaning services for which Quotes are invited shall generally be performed at the following locations and hours and for the following times:

- 1. Natick Town Hall
13 East Central Street*

Natick, MA 01760

Hours: 3:00 P.M. to 10:00 P.M., Monday through Thursday, and 10:00 A.M. to 12:00 P.M. (noon) and 2:00 P.M. to 6:00 P.M., Friday, at the applicable Hourly Rate.

2. Natick Police Station

20 East Central Street

Natick, MA 01760

Hours: 11:00 A.M. to 3:00 P.M., Tuesday; 8:00 A.M. to 12:00 A.M. and 8:00 A.M. to 2:00 P.M., Friday; and 8:00 A.M. to 12:00 P.M., Saturday, at the applicable Hourly Rate.

3. Natick Fire Station

22 East Central Street

Natick, MA 01760

Hours: One (1) hour per day, Monday through Friday, Two (2) Hours Saturday, at the applicable Hourly Rate.

4. Morse Institute Library

14 East Central Street

Natick, MA 01760

Regular Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; and 8:00 A.M. to 7:00 P.M. Friday through Saturday at the applicable Hourly Rate

Summer Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; 8:00 A.M. to 6:00 P.M. Friday; and 8:00 A.M. to 3:00 P.M. Saturday at the applicable Hourly Rate

5. Kennedy Senior Center

117 East Central Street

Natick, MA 01760

Hours: 3:00 P.M. to 7:00 P.M., Monday through Friday, at the applicable Hourly Rate

6. Oak Street Building

90 Oak Street

Natick, MA 01760

Hours: 6:00 P.M. to 9:00 P.M., Monday through Friday, at the applicable Hourly Rate

7. Department of Public Works

75 West Street

Natick, MA 01760

Hours: 10:00 A.M. to 2:00 P.M., Monday through Friday, at the applicable Hourly Rate

8. Department of Public Works Water Treatment Plant

Rte. 9 East

Natick, MA 01760

Hours: Monday two (2) hours, Wednesday two (2) hours, Friday two (2) hours, at the applicable Hourly Rate

9. Natick Community Organic Farm

117 Eliot Street

Natick, MA 01760

Hours: 7:00 A.M. to 9:00 A.M. Tuesday and Thursday, at the applicable Hourly Rate

10. John J. Lane Park

185 Speen Street

Natick, MA 01760

Hours: Monday through Friday one (1) hour, seasonal, at the applicable Hourly Rate

The Facilities Director or his designee has the right to increase or decrease these hours or to assign the Successful Quoting Party to other Town buildings. The Facilities Director may require coverage as late as 11:00 P.M. or may occasionally require Sunday coverage. Notwithstanding the foregoing, the Successful Quoting Party shall be guaranteed one hundred twenty (120) hours of work during each week of each year of any contract awarded.

B. Scope of Work at each Location

The Successful Quoting shall be required, under any Contract with the Town of Natick, to perform the following tasks at each location specified above, in Section III (A):

- 1. All trash and recycling receptacles shall be emptied on a daily basis.*
- 2. All restrooms including floors and all fixtures shall be cleaned and disinfected on a daily basis.*
- 3. All carpeting shall be vacuumed on a daily basis.*
- 4. All floors shall be dry mopped and wet mopped on a daily basis.*
- 5. All offices and fixtures shall be dusted from floor to ceiling on a weekly basis. Such dusting shall include HVAC vents, furniture and windowsills.*
- 6. All entrances to the buildings shall be cleaned daily including mats vacuumed, stairs swept, all litter and trash removed and trash receptacles emptied.*

7. During inclement weather, salting and shoveling of the entrances shall be performed as required or directed.

8. All interior and entranceway glass shall be cleaned on a daily basis.

9. On an as needed basis, setting up of furniture and equipment as required or directed. This shall include necessary preparation for functions and parties.

C. Successful Quoting Party's Personnel

The Successful Quoting Party's personnel shall be adequately trained by the Successful Quoting Party shall be experienced in the custodial service trade, and shall be of good moral character. All of the Successful Quoting Party's employees assigned to the building shall pass Criminal Offender Record Information (including SAFIS/fingerprint screening for those performing work in a school building) and Sex Offender Record Information Screening.

The Successful Quoting Party 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 Town of Natick's buildings. The Successful Quoting Party will update this list whenever there is a change in personnel.*

The Successful Quoting Party shall provide services as an independent contractor, with the Town of Natick and the Successful Quoting Party and 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.

While on duty, the Successful Quoting Party's personnel shall wear shirts identifying themselves as employees of the Successful Quoting Party. Such shirts shall be provided at the Successful Quoting Party's sole cost and expense.

The Successful Quoting Party's personnel shall notify Town of Natick custodial personnel of their presence upon arrival for commencement of services under any Contract awarded pursuant to this IFB; nothing, however, shall be construed as constituting an employment relationship between the Successful Quoting Party's personnel and the Town of Natick.

D. Scheduling Work

- 1. The Successful Quoting Party shall schedule work to include routines specified by the Town of Natick.*
- 2. The Successful Quoting Party shall alter scheduling per the Natick Facilities Director or his designee without cost increase.*
- 3. The Successful Quoting Party shall instruct all of his/her/its employees to use the "sign in/out " sheet daily within the Town of Natick. Special written instructions may be found attached to the "sign in /out" sheet. The Successful Quoting Party shall furnish such a "sign in/out" sheet, which will be located in Natick at the locations to be cleaned, above, and which will be used by the Town in billing the Successful Quoting Party. Nothing associated with such a sign in/out sheet shall be evidence of an intent by the Town of Natick to employ such individuals.*
- 4. The Successful Quoting Party and his/her/its assigned employees shall not be permitted to loiter, while not on duty, within the designated work area or facility, or outside on the grounds and shall not be compensated for same. The Successful Quoting Party's employees shall take all breaks in accordance with all applicable legal standards and shall take such breaks in a fashion so as not to disrupt the Town of Natick's operations at any location to be cleaned.*

E. Method of Operation

- 1. The Successful Quoting Party shall clean the building according to the latest industry methods in Eastern Massachusetts.*
 - a. Security - All doors and windows shall be kept locked, and all exterior doors and windows shall be checked at the end of each day.*
 - b. Energy conservation shall be practiced and lights in unoccupied areas shall be turned off and windows and doors kept closed.*
 - c. No office or exterior keys shall be supplied to the Successful Quoting Party.*
- 2. All of the Successful Quoting Party's personnel shall enter and leave by an assigned entrance.*
- 3. The Successful Quoting Party shall attach to the "sign in/out" sheet, as specified above, or shall notify the Facilities Director or his designee of any supplies that are needed. Such supplies shall be furnished by the Town.*

4. *The Successful Quoting Party shall notify in writing the Facilities Director or his designee within twenty-four (24) hours of any occurrence or conditions within the building that interfere with the full performance of the Contract.*

5. *Any and all problems and /or complaints of a minor nature or similar isolated incidences shall be handled directly between the Successful Quoting Party and the Town.*

6. *All meetings or inspections required or desired between the Successful Quoting Party and the Facilities Director or his designee shall take place between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.*

7. *A list of emergency numbers shall be maintained at both the Facilities Department and by the Successful Quoting Party. This list shall include all of the Successful Quoting Party's personnel.*

8. *The Successful Quoting Party shall observe the holidays listed below and shall not be compensated or otherwise paid for the following holidays:*

*New Years Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day*

*Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas.*

9. *The Successful Quoting Party shall be compensated only for the hours actually worked as listed herein or with written permission from the Facilities Director or his designee for special events, functions meetings or weather emergencies as may become necessary.*

10. *The Successful Quoting Party and the Facilities Director or his designee shall schedule monthly meetings to discuss current issues and concerns.*

SOLICITED FIRMS:

On September 14, 2018, I used the Request for Quotes and its purchase description to solicit five (5) entities for written quotes. Firms solicited for written quotes, at the emails shown below, were:

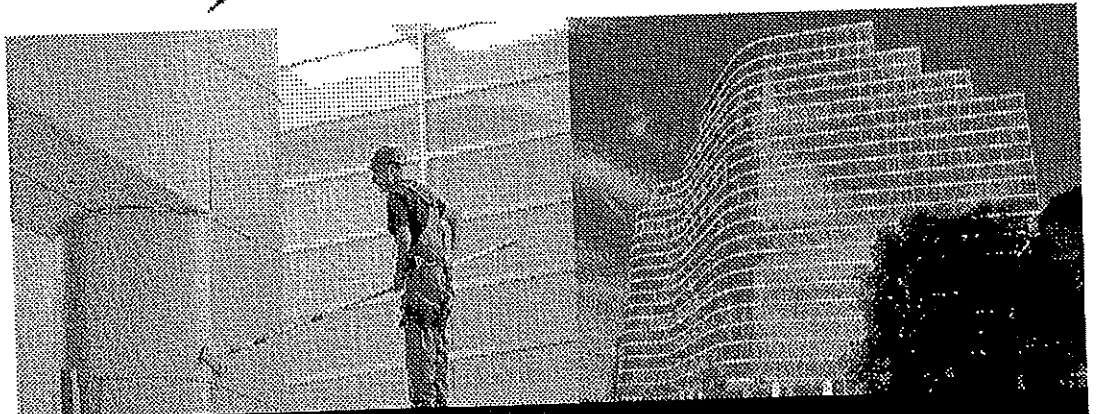
1. Empire Cleaning, 669 Main Street, No. 1, Wakefield, MA 01880, 781-246-1223, Michael@empirecleaning.com,
2. Compass Facility Services, 65 Jackman Street, Georgetown, MA 01833, 978-352-7600. bgreelish@compassfacility.com
3. SJ Services, 235 Newbury Street, Danvers, MA 01923, 978-360-1229, dshea@sj-services.com,
4. AMPM Facility Services, 295 Weston Street, Waltham, MA 02453, 781-622-1444, x.137, brianl@ampmfs.com,
5. National Facility Services, 730 Main Street, Boylston, MA 01545, 508-869-0777, joe@nfsincorp.com

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, Empire Cleaning, at the above address, submitted a quote of twenty-nine dollars and fifty cents (\$29.50) per hour to provide the required services.
2. On September 18, 2018, SJ Services, at the above address, submitted a quote of nineteen dollars and twenty-three cents (\$19.23) per hour to provide the required services.
3. On September 19, 2018, National Facility Services, at the above address, submitted a quote of twenty-two dollars and fifty cents (\$22.50) per hour to provide the required services.

4. On September 19, 2018, AMPM Facility Services, at the above address, responded that it could not quote, due to a lack of sufficient personnel to provide services under a potential contract with the Town of Natick.
5. On September 19, 2018, Compass Facility Services, at the above address, responded that it lacked the time to adequately service the hours specified by the Town of Natick under a potential contract with the Town.



Town of Natick



RFQ for Custodial Cleaning Services
September 18, 2018



September 18, 2018

Bryan Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760

To Mr. Le Blanc,

Please find enclosed our proposal to provide cleaning services to the Town of Natick

S. J. Services Inc. is a leading contract cleaner in Massachusetts. We currently provide very similar cleaning programs to many accounts throughout Massachusetts and New England.

We have over 36 years of continuous operations and day-to-day management by the founding principles. Our management team has more than 120 years of combined experience managing cleaning and maintenance programs for our clients.

On a daily basis, we employ over 1,200 cleaners servicing over 40 million sq. ft. of floor space. We currently service over 100 Municipalities and State Agencies in Massachusetts daily.

S. J. Services Inc. has been certified by the Massachusetts Criminal History Systems Board to have speedier and more direct access for background checks of our employees. We use the CORI and SORI background checks as well as other background checks to assure that responsible people are in place at all of the facilities that we clean.

Sincerely,

Daniel Shea
Director of Professional Development
danielshea@sj-services.com
(351) 201-9276

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of Custodial Cleaning services in Natick.

The undersigned Quoting party acknowledges addenda numbered _____ (list all addenda, i.e., 1, 2, 3, etc.)

Printed Name of Quoting party:

S. J. Services, Inc.

Address: 235 Newbury Street

Danvers, MA 01923

Total lump sum fee: Nineteen dollars and Twenty-three cents (Write out in both words and numbers.)
\$19.23 per hour.

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.

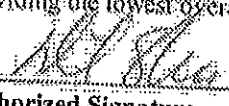
The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, 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

Daniel Shea

Printed Name

Director of Professional Development

Printed Title

9/18/2018

Date

Full Legal Name S. J. Services, Inc.

Officers of Corporation and Addresses

Shawn Shea - CEO - 235 Newbury St. Danvers, MA 01923

State of Incorporation Massachusetts

Principal Place of Business 235 Newbury Street

Danvers, MA 01923

Tel. 351-201-9278

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 235 Newbury Street Danvers, MA 01923



Commonwealth of MA FAC81 Janitorial Services Contract

S. J. Services, Inc. is proud to currently be a contractor under the current State of Massachusetts Janitorial Services, Environmentally Preferable Contract, FAC81.

Please see attached our original award letter and approved contract extension for FAC81.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH



OPERATIONAL SERVICES DIVISION
OFFICE OF STRATEGIC SOURCING SERVICES

Kathleen K. Rellly
Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Glen Shor
Secretary

Gary J. Lambert
Assistant Secretary for
Operational Services

February 24, 2014

David Shea
S.J. Services Inc.
20 Locust St.
Danvers, MA 01923

Congratulations! The Operational Services Division's FAC81 Janitorial Services Strategic Sourcing Services Team (SSST) is pleased to inform you that your company has been awarded a contract for the opportunity to provide Janitorial Services as specified in the FAC81 RFR and in your accepted response, for district 1, 2, 3, 4, 5, 6. The initial contract period is February 1, 2014 to January 31, 2017, with options available to renew through January 31, 2021. Enclosed for your files is a fully executed copy of the FAC81 Standard Contract Form with your company.

Listed below is the quarterly sales reporting schedule that must be submitted on the standard "Quarterly Sales Reporting" Excel template available on the Comm-PASS (www.comm-pass.com) website under the FAC81 "Forms & Terms" tab, and which will be available on COMMBUYS after March 24th. The Quarterly Sales Report is a detailed spreadsheet of all contract service activity delivered, as well as all of the EPP products used per client, during a designated three month period. This report is due within 45 days (or less if possible) of the close of the prior quarter. This information must be submitted via E-mail to Sara.urato@state.ma.us in an excel format only, pdf files will not be accepted. You will note this spreadsheet also contains a mandatory tab for reporting Supplier Diversity Plan (SDP) expenditures for each quarter.

The 1% Administrative Fee reporting is a separate report and **MUST** also be submitted quarterly as instructed on the form. To obtain the Administrative Fee form please refer to the Comm-PASS (www.comm-pass.com) web site under the FAC81 contract "Forms & Terms" tab, and this form will also be available on COMMBUYS.

Due to the transition of our Comm-PASS system to the new COMMBUYS system, I am attaching these templates for your convenience. **The first report will be due May 15, 2014.**

Please note: Even if there have been no payments received within a quarter you **MUST** submit the Administrative Fee form as usual indicating zero payments received. *Both the Sales and Administrative fee reports MUST be submitted on time to avoid contract suspension.*

The following is an outline of the "quarters" for the product sales reporting and the 1% Administrative Fee Reporting due dates for each:

Tel: (617) 720-3300

www.mass.gov/osd

TDD: (617) 727-2716



Fax: (617) 727-4527
Follow us on Twitter: @Mass_OSD

Designated Quarters

January 1 – March 31
April 1 – June 30
July 1 – September 30
October 1 – December 31

Reporting Due Dates

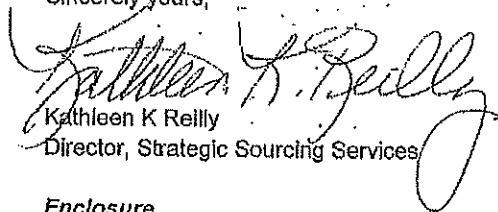
May 15
August 15
November 15
February 15

It is also important for you to understand how the contract will be used by authorized entities. I have attached the FAC81 Contract User Guide, which instructs contract users in how to obtain services from this contract. I have also attached our new "Statement of Work" template, (SOW) which contract users will fill out, email to you when requesting a quote, and you will be asked to complete the form and proceed as directed in the SOW. Some User may decide to create their own SOW, which is allowed.

Please remember and note that Prevailing Wages for Janitorial Services must be used on engagements for all Commonwealth owned or rented facilities, however, they do not apply to cities, towns or school districts. You may only quote on facilities located within the regions you were awarded in the contract.

If you have any questions please feel free to contact me at 617-720-3128 or E-mail Kathy.reilly@state.ma.us.

Sincerely yours,



Kathleen K Reilly
Director, Strategic Sourcing Services

Enclosure

Quarterly Sales Report Template spreadsheet
Quarterly Administrative Fee Template spreadsheet
FAC81 Contract User Guide
FAC81 Statement of Work Template

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: S.J. Services Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD	
Legal Address: (W-9, W-4, T&C): 235 Newbury Street, Danvers, MA, 01923		Business Mailing Address: 1 Ashburton Pl, Rm 1017, Boston, MA 02108	
Contract Manager: David Shea		Billing Address: (if different):	
E-Mail: dshea@sj-services.com		Contract Manager: Lalana Gunaratne	
Phone: 978-360-1229	Fax:	E-Mail: Lalana.M.Gunaratne@state.ma.us	Fax:
Contractor Vendor Code: VC6000179585		Phone: 617-720-3315	
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): FAC81	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FAC81	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>January 31, 2017</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) \$ _____			
<input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>0.0025</u> % PPD; Payment issued within 15 days <u>0.0025</u> % PPD; Payment issued within 20 days <u>0.0025</u> % PPD; Payment issued within 30 days <u>0.0025</u> % PPD. If PPD percentages are left blank, identify reason: <u>agree to standard 45 day cycle</u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Statewide Contract FAC81 for Janitorial Services, Environmentally Preferable, Statewide Contract, with incorporated addendum.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>February 1, 2017</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> are <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>January 31, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>David J. Shea</u> Date: <u>1/26/17</u> (Signature and Date must be Handwritten At Time of Signature) Print Name: <u>David J. Shea</u> Print Title: <u>President</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Kathleen K. Kelly</u> Date: <u>1/26/17</u> (Signature and Date must be Handwritten At Time of Signature) Print Name: <u>Kathleen K. Kelly</u> Print Title: <u>Acting Assistant Secretary</u>	



Employee Screening: CORI / SORI

S. J. Services Inc. conducts comprehensive screening of all applicants. We use the following procedures for all applicants.

We are certified by the Massachusetts Criminal History System Board for conducting CORI/SORI background checks.

We have been doing this for many years and have designated our Director of Human Resources, Sheila Hanrahan, as our CORI officer. All employees undergo these checks including all cleaners, managers, executive staff and special service crews.

Other screening procedures:

1. All applicants must fill out a written application.
2. All applicants must present original documents including photo identification from a recognized government agency and a Social Security Card.
3. Social Security numbers are checked with the Social Security Administration.
4. An S. J. Services manager personally interviews all candidates.
5. All work and personal references are checked.
6. Federal I-9 and W-4 forms must be filled out.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH



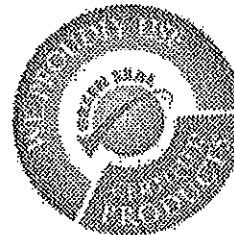
Employee Training

S. J. Services Inc. places a strong emphasis on training throughout the company. We recognize the value for all involved as a properly trained employee has far less safety and QC issues than an untrained cleaner.

ALL employees in the company receive both initial and on-going training through in-house programs, off-site seminars and on-line training including; general business, environmental, facilities management, and the latest innovations within the janitorial industry. SJS shall provide employee certifications of job related training upon award of contract.

Training Highlights

- Safety training
 - OSHA, environmental, general
 - Needham's emergency protocols
 - Wet floor training, use of wet floor and other signage
 - Personal Protective Equipment (PPE) use
 - Hazcom (hazard communication), Right to Know
 - Proper use of extension cords
- Equipment and Product training
 - Proper use, care and storage of all tools, equipment and cleaning agents
 - Green Seal cleaning products and systems
 - Anti-microbial
 - Equipment repair
- Procedures training
 - Methodology and assignments
 - Blood borne pathogens, Infection Control
 - HIV Awareness, Hepatitis B precautions
 - Asbestos Awareness (AHERA)
 - Communication
 - Cross-contamination
 - Restroom sanitation
 - Carpet care
- Other
 - Sexual harassment
 - Site specific security training



Hartford, CT

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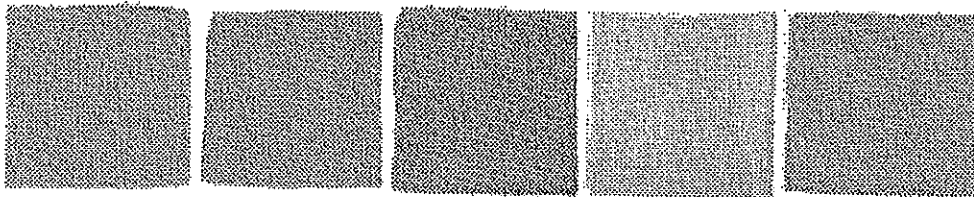


Green Cleaning

S. J. Services has a strong commitment to Green Cleaning and eliminating “cross-contamination” because we recognize the benefits it provides to the building occupants and maintaining a healthy building environment.

Our standard program includes Green Seal certified cleaning products and equipment that are environmentally sensitive and prevent cross contamination as a result of janitorial procedures and equipment. Research shows occupants of buildings with environmentally sensitive cleaning programs, that help to improve Indoor Air Quality, are more productive and health related issues are decreased.

- Green Seal certified cleaning products
- Dispensing Control Units to provide proper chemical dilution and inventory control
- Continued staff training and education in the proper use and application of equipment and cleaning solutions.
- Color-coded wet mop system so, for example, mops that are used in restrooms and not used in other parts of the building. See below:



BLUE
Mirrors/Glass

GREEN
General

RED
Toilets/Urinals

YELLOW
Dusting

GRAY
Cafeteria

We shall maintain this program and the costs are included in our pricing so there is no added charge.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH



Insurance

S. J. Services agrees to abide by all insurance requirements in this contract. We have attached an illustration of our current coverage.

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/09/2018
PRODUCER (978) 745-6464 Rose Insurance 66 Loring Avenue P.O. Box 958 Salem MA 01970-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED S. J. Services, Inc. 235 Newbury Street Danvers MA 01923-		
		INSURERS AFFORDING COVERAGE
		INSURER A: Evanston
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES						
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR/ADOL (LR INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <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"/> EXC. <input type="checkbox"/> LOC	3042606	05/06/2018	05/06/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - CONFP/OP AGG \$ 2000000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input checked="" type="checkbox"/> BY STATU- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Janitorial Services
--

CERTIFICATE HOLDER () - () - For Insured's Records	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED AGREES TO PROVIDE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Linda B. Anden
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2018

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 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

Cross Insurance-Wakefield
401 Edgewater Place Suite 220

Wakefield MA 01880

INSURED

S.J. Services Inc.
235 Newbury Street

Danvers MA 01923

CONTACT Aimee Hill

PHONE (781) 914-1000

FAX (781) 224-5777

E-MAIL ahill@crossagency.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Selective Insurance Group

INSURER B: Starstone National Ins. Co. 25496

INSURER C: Wesco Ins. Co. 25011

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL185749002

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COM/PROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	OTHER:					
A	AUTOMOBILE LIABILITY		BINDER 18/19 AUTO	5/6/2018	5/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist BI-single \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>	BINDER/18-19 EXCESS	5/6/2018	5/6/2019	EACH OCCURRENCE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	BINDER/18-9 WC	6/1/2018	6/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Evidence of Coverage Only

CERTIFICATE HOLDER

Evidence of Coverage

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

Aimee Hill/AH3

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**Town of Natick
Natick, Massachusetts**

Request for Quotes

for

the Procurement of Custodial Cleaning 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 Custodial Cleaning 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 Custodial Cleaning 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.

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

A. Scope of Services

Pursuant to FAC81 (<https://www.mass.gov/files/documents/2018/06/08/FAC81.pdf>) The Town seeks Bids from firms/entities/persons to provide cleaning services for Town-owned buildings in the Town of Natick. The term of any contract awarded by the Town pursuant to this IFB shall be from October 1, 2018 to January 31, 2019. Should the FAC81 Contract be extended by the Commonwealth of Massachusetts Operational Services Division for its additional two (2)-year term, any Contract awarded by the Town shall be extended until January 31, 2020. Notwithstanding this extension, should FAC81 be so extended, the Town reserves the right, in its sole discretion, to extend the term of the contract until January 31, 2021. Notwithstanding any provision of FAC81, the Town reserves the right to terminate the terms of any contract awarded pursuant to its terms for termination, upon thirty (30) days prior written notice to the Contractor. The Town is exempt from payment of prevailing wages, and Quoting Parties should NOT use prevailing wage information in submitting quotes.

A. Locations to be Cleaned

Cleaning services for which Quotes are invited shall generally be performed at the following locations and hours and for the following times:

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

Hours: 3:00 P.M. to 10:00 P.M., Monday through Thursday, and 10:00 A.M. to 12:00 P.M. (noon) and 2:00 P.M. to 6:00 P.M., Friday, at the applicable Hourly Rate.

2. Natick Police Station
20 East Central Street
Natick, MA 01760

Hours: 11:00 A.M. to 3:00 P.M., Tuesday; 8:00 A.M. to 12:00 A.M. and 8:00 A.M. to 2:00 P.M., Friday; and 8:00 A.M. to 12:00 P.M., Saturday, at the applicable Hourly Rate.

3. Natick Fire Station
22 East Central Street
Natick, MA 01760

Hours: One (1) hour per day, Monday through Friday, Two (2) Hours Saturday, at the applicable Hourly Rate.

4. Morse Institute Library

14 East Central Street

Natick, MA 01760

Regular Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; and 8:00 A.M. to 7:00 P.M. Friday through Saturday at the applicable Hourly Rate

Summer Hours: 3:30 P.M. to 10:00 P.M., Monday through Wednesday; 12:00 P.M. to 10:00 P.M., Thursday; 8:00 A.M. to 6:00 P.M. Friday; and 8:00 A.M. to 3:00 P.M. Saturday at the applicable Hourly Rate

5. Kennedy Senior Center

117 East Central Street

Natick, MA 01760

Hours: 3:00 P.M. to 7:00 P.M., Monday through Friday, at the applicable Hourly Rate

6. Oak Street Building

90 Oak Street

Natick, MA 01760

Hours: 6:00 P.M. to 9:00 P.M., Monday through Friday, at the applicable Hourly Rate

7. Department of Public Works

75 West Street

Natick, MA 01760

Hours: 10:00 A.M. to 2:00 P.M., Monday through Friday, at the applicable Hourly Rate

8. Department of Public Works Water Treatment Plant

Rte. 9 East

Natick, MA 01760

Hours: Monday two (2) hours, Wednesday two (2) hours, Friday two (2) hours, at the applicable Hourly Rate

9. Natick Community Organic Farm

117 Eliot Street

Natick, MA 01760

Hours: 7:00 A.M. to 9:00 A.M. Tuesday and Thursday, at the applicable Hourly Rate

10. John J. Lane Park

185 Speen Street

Natick, MA 01760

Hours: Monday through Friday one (1) hour, seasonal, at the applicable Hourly Rate

The Facilities Director or his designee has the right to increase or decrease these hours or to assign the Successful Quoting Party to other Town buildings. The Facilities Director may require coverage as late as 11:00 P.M. or may occasionally require Sunday coverage. Notwithstanding the foregoing, the Successful Quoting Party shall be guaranteed one hundred twenty (120) hours of work during each week of each year of any contract awarded.

B. Scope of Work at each Location

The Successful Quoting shall be required, under any Contract with the Town of Natick, to perform the following tasks at each location specified above, in Section III (A):

1. All trash and recycling receptacles shall be emptied on a daily basis.
2. All restrooms including floors and all fixtures shall be cleaned and disinfected on a daily basis.
3. All carpeting shall be vacuumed on a daily basis.
4. All floors shall be dry mopped and wet mopped on a daily basis.
5. All offices and fixtures shall be dusted from floor to ceiling on a weekly basis. Such dusting shall include HVAC vents, furniture and windowsills.
6. All entrances to the buildings shall be cleaned daily including mats vacuumed, stairs swept, all litter and trash removed and trash receptacles emptied.
7. During inclement weather, salting and shoveling of the entrances shall be performed as required or directed.
8. All interior and entranceway glass shall be cleaned on a daily basis.
9. On an as needed basis, setting up of furniture and equipment as required or directed. This shall include necessary preparation for functions and parties.

C. Successful Quoting Party's Personnel

The Successful Quoting Party's personnel shall be adequately trained by the Successful Quoting Party shall be experienced in the custodial service trade, and shall be of good moral

character. All of the Successful Quoting Party's employees assigned to the building shall pass Criminal Offender Record Information (including SAFIS/fingerprint screening for those performing work in a school building) and Sex Offender Record Information Screening.

The Successful Quoting Party 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 Town of Natick's buildings. The Successful Quoting Party will update this list whenever there is a change in personnel.

The Successful Quoting Party shall provide services as an independent contractor, with the Town of Natick and the Successful Quoting Party and 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.

While on duty, the Successful Quoting Party's personnel shall wear shirts identifying themselves as employees of the Successful Quoting Party. Such shirts shall be provided at the Successful Quoting Party's sole cost and expense.

The Successful Quoting Party's personnel shall notify Town of Natick custodial personnel of their presence upon arrival for commencement of services under any Contract awarded pursuant to this IFB; nothing, however, shall be construed as constituting an employment relationship between the Successful Quoting Party's personnel and the Town of Natick.

D. Scheduling Work

1. The Successful Quoting Party shall schedule work to include routines specified by the Town of Natick.
2. The Successful Quoting Party shall alter scheduling per the Natick Facilities Director or his designee without cost increase.
3. The Successful Quoting Party shall instruct all of his/her/its employees to use the "sign in/out" sheet daily within the Town of Natick. Special written instructions may be found attached to the "sign in /out" sheet. The Successful Quoting Party shall furnish such a "sign in/out" sheet, which will be located in Natick at the locations to be cleaned, above, and which will be used

by the Town in billing the Successful Quoting Party. Nothing associated with such a sign in/out sheet shall be evidence of an intent by the Town of Natick to employ such individuals.

4. The Successful Quoting Party and his/her/its assigned employees shall not be permitted to loiter, while not on duty, within the designated work area or facility, or outside on the grounds and shall not be compensated for same. The Successful Quoting Party's employees shall take all breaks in accordance with all applicable legal standards and shall take such breaks in a fashion so as not to disrupt the Town of Natick's operations at any location to be cleaned.

E. Method of Operation

1. The Successful Quoting Party shall clean the building according to the latest industry methods in Eastern Massachusetts.

a. Security - All doors and windows shall be kept locked, and all exterior doors and windows shall be checked at the end of each day.

b. Energy conservation shall be practiced and lights in unoccupied areas shall be turned off and windows and doors kept closed.

c. No office or exterior keys shall be supplied to the Successful Quoting Party.

2. All of the Successful Quoting Party's personnel shall enter and leave by an assigned entrance.

3. The Successful Quoting Party shall attach to the "sign in/out" sheet, as specified above, or shall notify the Facilities Director or his designee of any supplies that are needed. Such supplies shall be furnished by the Town.

4. The Successful Quoting Party shall notify in writing the Facilities Director or his designee within twenty-four (24) hours of any occurrence or conditions within the building that interfere with the full performance of the Contract.

5. Any and all problems and /or complaints of a minor nature or similar isolated incidences shall be handled directly between the Successful Quoting Party and the Town.

6. All meetings or inspections required or desired between the Successful Quoting Party and the Facilities Director or his designee shall take place between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

7. A list of emergency numbers shall be maintained at both the Facilities Department and by the Successful Quoting Party. This list shall include all of the Successful Quoting Party's personnel.

8. The Successful Quoting Party shall observe the holidays listed below and shall not be compensated or otherwise paid for the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas.

9. The Successful Quoting Party shall be compensated only for the hours actually worked as listed herein or with written permission from the Facilities Director or his designee for special events, functions meetings or weather emergencies as may become necessary.

10. The Successful Quoting Party and the Facilities Director or his designee shall schedule monthly meetings to discuss current issues and concerns.

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 mandated by FAC81, 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 Custodial Cleaning 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 – FAC81
(SEE ATTACHED DOCUMENT.)



Contract User Guide for FAC81

FAC81: Janitorial Services, Environmentally Preferable Statewide Contract

UPDATED: 6/4/2018	
Contract #:	FAC81
MMARS MA #:	FAC81*
Initial Contract Term:	2/1/2014 to 1/31/2017
Maximum End Date:	One (1) remaining 2 year option to renew through 1/31/2021
Current Contract Term:	2/1/2017 to 1/31/2019
Contract Manager:	Gayle Gionet, 617-720-3381, gayle.gionet@state.ma.us
This Contract Contains:	Small Business Purchasing Program, Supplier Diversity Office (SDO) Contractors and Environmentally Preferable Products (EPP), Prompt Payment Discount (FAC81 Vendors at Risk of Suspension or Suspended.docx)
UNSPSC Codes:	76-11-00-00-0000
*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).	

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(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

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- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Pricing, Quotes and Purchase Options](#)
- [Instructions for MMARS Users](#)
- [Environmentally Preferable Products](#)
- [Emergency Services](#)
- [Performance and Payment Time Frames Which Exceed Contract Duration](#)
- [Strategic Sourcing Team Members](#)
- [VENDOR LIST AND INFORMATION](#)
- [Appendix A:](#)

TIP: To return to the first page throughout this document, use the CTL + Home command.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: 6/4/2018

Page 1 of 16



Contract Summary

This is a multi-award contract, by region, offering all eligible entities the ability to solicit quotes and utilize janitorial companies of varying sizes for their cleaning needs. This contract provides many qualified janitorial contractors who will be responsible for providing the cleaning services required to maintain Commonwealth Departments, municipalities, schools and other eligible entities. Services provided under this contract are not intended to be used to replace any current janitorial staff engaged by agencies that provide such services.

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Departments were allowed to continue with their FAC67 janitorial company, if that company has an award under FAC81, the new engagement will be governed by the new terms of FAC81. Those departments who choose to continue with their FAC67 janitorial service must obtain current prevailing wage rates (for Commonwealth owned or rented public buildings only) and create a new encumbrance under FAC81, and we encourage departments to consider obtaining quotes from other vendors to ensure you are still getting best value, as the price structure/approach is different than FAC67. All new engagements must solicit quotes from their regional awarded contractors in accordance with the process identified in this document.

NOTE: This contract is not intended for use by the Department of Capital Asset Management and Maintenance (DCAMM) for those facilities that are part of the Integrated Facility Management (IFM) regions of DCAMM, including the Government Center Complex. The FAC81 contracts are primarily intended for use by medium to small sized facilities that are not part of DCAMM IFM. Any facility that is absorbed by the DCAMM IFM Region during the life of this contract will not be required to continue to use FAC81 once the transition is completed, and any agreed upon statement of work will be terminated.

In addition, this solicitation requires the use of environmentally preferable, or "green" cleaning products by all awarded contractors as required by Governor Patrick's Executive Order 515 and specified in the RFR wherever they are available for the purpose of protecting human health and the environment to the greatest extent possible. FAC81 vendors were required to submit their list of green products for review and approval prior to award. All products were required to be listed on the OSD's Approved Green Products List (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html>). This list includes green chemicals that have been "Independently Third-Party Certified," which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.

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Benefits and Cost Savings

HEALTH BENEFITS TO USING GREEN CLEANING PRODUCTS:

The National Association of School Nurses says that using less toxic products to clean:

- Reduces allergies and sensitivities, reduces absenteeism, improves indoor air quality, increases productivity, and enables higher test scores;
- Involves greater safety in handling for custodians and cleaning staff as ingredients in common cleaning products have been linked to triggering asthmatic episodes, cancer, effects on the nervous system, reproductive organs, kidneys, liver and hormones.

COST SAVINGS and OTHER BENEFITS

- Service providers using green cleaning products can save themselves and their customers money by purchasing and using a single product with different dilution rates depending on the job;
- Many of the products have automatic dispensing systems which reduce over use of products and product exposure to employees;
- Vendors have submitted in their RFR FAC81 Response details on the experience level of staff members and how background checks and CORI/SORI requirements are performed and documented. Departments may request to receive such information when getting quotes from vendors. Vendors have also agreed to detail within the Statement of Work document (to be used for all jobs under this contract), their established work schedules, identified staffing, supplies and equipment, performance requirements, and compliance with environmental specifications that are similar to third party industry cleaning standards which can be monitored by the Strategic Sourcing Services Team (SSST).

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit COMMBUYS.com and search for FAC81 to find related Master Blanket Purchase Order (MBPO) information.
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

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Who Can Use This Contract

Applicable Procurement Law

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing, Quote and Purchase Options

Purchase Options

This contract has been set up as a distributor model (solicitation enabled) Master Blanket Purchase Order (MBPO) in COMMBUYS. A Solicitation Enabled Distributor Model MBPO is a single MBPO that has multiple vendors listed as distributors. This allows you to solicit quotes within COMMBUYS, award and place the order through COMMBUYS.

There are 22 total vendors on this contract and 7 different distributor model Master Blanket Purchase Orders (MBPO). Each MBPO contains a list of the vendors for the specific district they have been awarded, and a separate MBPO for vendors awarded Statewide. Most vendors appear on multiple MBPOs. The Contract User Guide, Statement of Work Template and Vendor Information Reference sheet has been attached to all MBPOs.

Each Master Blanket Purchase Order has one line with a variation on the district:

Janitorial Services, District 1 Vendors, Environmentally Preferable, Custodial Service. Contract Services include but not limited to: Sweeping, vacuuming, cleaning, trash removal, recycling, window washing, dusting, and optional snow removal. A Statement of Work is required and contract users must solicit at least three quotes from the available vendors. Prevailing wage is required for Commonwealth owned and rented facilities.

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Pricing Options

Pricing: This contract does not contain specific pricing, but is established as a Qualified List of vendors. Contract users wishing to engage an FAC81 janitorial contractor must create a Statement of Work (with region prevailing wages only if the requesting department is a Commonwealth owned or rented office/facility) and which must be used to solicit **at least three quotes from contractors in their region**, to be evaluated with best value criteria applied.

NOTE For Commonwealth Owned or Rented Facilities: Prevailing Wage Rates must be obtained by the Commonwealth Buying Entity directly from the Division of Labor Standards (DLS): <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> at the time of Statement of Work preparation and for contractor use when engaged with the Buying Entity.

Statement of Work (SOW):

Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs
- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, Invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

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Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference FAC81 to receive contract pricing.

Quick Search In COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How to Purchase From the Contract

For a description of how to complete this purchase in COMMBUYS, visit the [*Job Aids for Buyers*](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

At least three (3) quotes must be solicited from vendors on this contract and quoting on this contract should be done through COMMBUYS. Contract Users must create a Statement of Work (SOW), or use the SOW Template available under each MBPO. To create the bid for quoting through COMMBUYS, follow the below steps.

1. Start with a New Requisition, on the General Tab, Fill in all required information and **make sure** to check off the Solicitation Enabled check box.
2. Within the requisition, Click on the Items tab, click 'Search Items'; then click the plus sign next to Advanced Search to do an advanced search. Use FAC81 in the *Description* field; or enter the MBPO number in the *Contract / PO#* field. If entering only FAC81 in the *Description* field, a list of seven (7) line items will appear, below is a list of the Mass DOT districts and the cities and towns that fall under each district.
3. Once item is added to the requisition, COMMBUYS will bring you to the Items tab and have an error message saying that the line item needs to have a value greater than 0. Click on **Enter Info** under the **Catalog Price/ Unit Cost** and enter in the **estimated cost**. This can be hidden from the bid before sending it to the vendors.
4. Next click on the Distributor tab and select the vendors you want to solicit quotes from.
5. Attach your Statement of Work and any other pertinent documents in the Attachment tab, making sure to check the box that says Show to Vendor.
6. The Reminders tab can be used for internal reminders.

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7. Review the Summary Tab, and then Submit for Approval.
 - a. Once Approved, the Requisition will turn into a bid ready for purchasing, once it is in this status, you will need to click Convert to Bid.
8. Once it is converted to a bid, you will go through the tabs and enter in the required information. On the Items tab you can delete the cost that was previously entered on the requisition so no estimated cost shows to the vendor, or if you leave the previously entered cost this will show to the vendor as an estimated cost.
9. Once everything is review, it is then submitted for approval and sent to the vendors.

The vendors will then do a walk through as specified in the SOW and submit their response through COMMBUYS and the bid can then be award.

Obtaining Quotes

Contract users should always reference FAC81 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Prevailing Wage Requirements

Prevailing Wage Rates are required to be paid for this contract ***but only apply to employees of contractors which provide cleaning and maintenance services for public buildings, either owned or rented by the commonwealth (M.G.L. Chapter 149, Section 27H).*** Cities, Towns and School districts using this contract are not subject to Prevailing Wage requirements, as cited in the above section.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

Environmentally Preferable Products (EPP)

GREEN CLEANING PRODUCTS AND PRACTICES: *Executive Order 515, Establishing an Environmental Purchasing Policy* Issued by the Patrick-Murray Administration In 2009, **requires all janitorial service companies** providing services to Executive Branch Agencies to use environmentally preferable (green) cleaning products and practices as specified in Commonwealth statewide contracts. In particular, all vendors are required to use products listed on the [OSD's Approved Green Products List for FAC85](#). FAC85 is the Statewide contract for Green Cleaning Products, Programs, Equipment and Supplies, and includes all products and services to assist in implementing a green cleaning program. It is not a requirement that FAC81 vendors use

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FAC85 vendors to purchase their products; however they must only use products that are on the Approved Green Products List. This list includes green chemicals that have been "Independently Third-Party Certified," which means that the environmental claims as well as the product performance have been tested and certified by an established and legitimate, nationally-recognized certification program.

- Using less toxic products benefits Commonwealth citizens on many levels:
- reduces the risks to custodians and cleaning staff who are handling the products;
- improves indoor air quality for building occupants as a result of lower volatile organic compounds (VOCs);
- significantly lessens the amount of toxic substances going down the drain and into water and soil, which also impacts plants and animals in the area; and
- offers efficiencies in cleaning via dispensing systems that control use and equipment that does the job the same or better with less or no chemical use; **these all add up to saving money.**

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

Comments and Complaints:

Comments and/or complaints regarding any aspect of this contract can be emailed directly to the OSD Contract Manager.

Frequently Purchased Items on the Contract

Services frequently purchased through this contract include:

- Sweep floors and vacuum carpets.
- Empty waste receptacles.
- Trash removal.
- Office and bottle/can recycling.
- Hard floor buffing.
- Scrub, strip and seal work.
- Replenish paper towel, toilet paper and hand soap dispensers.
- Strip and apply non-slip or non-skid floor finish to restroom floors.
- Clean walls, partitions, including contiguous surfaces.
- Dust and wash columns, doors, and door frames.
- Vacuum upholstered furniture and full rug area.

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- Spot clean carpet to remove all stains.
- Clean and vacuum all air diffusers.
- Wash windows.
- Clean ceiling areas, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, etc.
- Office building garage cleaning.
- Optional: Snow removal of areas adjacent to the building(s) (walkways, stairways) and any limited routes to accessible areas where deemed appropriate.

Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the Vendor List and Information section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an Invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

Performance and Payment Time Frames Which Exceed Contract Duration

All term maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 12 months beyond the current contract term of this Statewide Contract as stated on the first page of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

Memorandum of Understanding/Statement of Work

Contract users must complete a detailed Statement of Work for any engagement to be completed under this contract and are required to have vendors conduct a site visit prior to making an award. The SOW template can be found under the "Attachment" tab on COMMBUYS under each District's MBPO; it is recommended that buyers use this format to request the following list and any other information as required by the engaging entity:

- Scope of Services/Deliverables Dates & Location of service
- Detailed Budget
- Estimated total costs

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- # of staff/rate(s) per hour
- List of Approved Green Cleaning Products

Required Documentation from Contractor:

- Vendors are required to submit completed payment vouchers and all required signed documentation to the designated buyer personnel for processing. Vendors are obligated to pay prevailing wage rates to their employees who work in Commonwealth owned or rented facilities under this contract. Please report any known or suspected underpayment or non-payment of the prevailing wage to OSD for referral to the Attorney General's Office and the Department of Labor and Workforce Development. There is no Commonwealth form to report weekly janitorial prevailing wage, as there is for construction.
- For non-Commonwealth owned or rented facilities, invoices for services rendered during the previous month must be submitted to the hiring entity according to the terms of the Statement of Work.

Strategic Sourcing Team Members

Name	Department	Email
Gayle Gionet	Operational Services Division (OSD)	Gayle.Gionet@state.ma.us
Deanne Daneau	Department of Environmental Protection (DEP)	Deanne.Daneau@state.ma.us
Julia Wolfe	Operational Services Division (OSD)	Julia.Wolfe@state.ma.us
Tina Urato	Massachusetts Emergency Management Agency (CDA)	Tina.Urato@state.ma.us

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Contract User Guide for FAC81

OPERATIONAL SERVICES DIVISION

Vendor List and Information*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Districts	Discounts (PDB)	Drop Delivery/Other
A-1 Clean Team, Inc.	See Appendix A Page 13	VC6000180778, 16		617-650-1273	a1cleanteam@hotmail.com	3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days	
Advanced Maintenance Solutions	See Appendix A Page 13	VC60000263933, 3		978-922-9911	advancedmaintenanceinc@gmail.com	3,4,5,6	2% - 10 days 1% - 30 days	
American Cleaning CO	See Appendix A Page 13	VC6000155212, 4	Henry Valerio	617-562-4000	hvalerio@amercln.com	4,5,6	1.25% - 10 days 0.75% - 15 days 0.5% - 20 days 0.25 - 30 days	
AMPFM Facility Services	See Appendix A Page 13	VC6000169668, 5		781-622-1444 ext. 137	brian@ampmfs.com	3,4,5,6	2% - 10 days 1.5% - 15 days 1% - 20 days	
BestPro Cleaning LLC	See Appendix A Page 13	VC0000691956, 6	Diana Gallego	508-310-5406	diana@bestprocln.com	3,4,6	5% - 10 days 4% - 15 days 3% - 20 days 2% - 30 days	
C.M. Cleaning Company	See Appendix A Page 13	VC0000552889, 8	Teresa Moore	781-344-1441	terasa@cmcleaning.com	5,6	1% - 10 days	
CLEANCO	See Appendix A Page 13	VC6000188914, 7		781-890-2400	jdavies@cleancocorp.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days 1% - 20 days 1% - 30 days	
Compass Facility Services	See Appendix A Page 13	VC6000167948, 9		978-352-7600	bgreelish@compassfacility.com	1,2,3,4,5,5	1% - 10 days 1% - 15 days	
Complete Cleaning Company, Inc.	See Appendix A Page 13	VC0000712247, 18	Garry Beaver	781-598-1666	garry@complete-cleaning.com	1,2,3,4,5,6	3% - 10 days 2.5% - 15 days 2% - 20 days	
Done Right Building Services	See Appendix A Page 13	VC6000182340, 19		617-236-0155	Lincoln@donerightservices.com	1,2,3,4,5,6	2% - 10 days 1% - 15 days	
Empire Cleaning Inc.	See Appendix A Page 13	VC6000157974, 29		781-246-1223	Michael@empirecleaning.com	1,2,3,4,5,6	1% - 30 days	

* Note that COMMBUY's is the official system of record for vendor contact information.

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Vendor	Master Blanket Purchase Order	WVARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Districts	Discounts (PPD, Deck Delivery, Other)
Facilities Management & Maintenance, Inc.	See Appendix A Page 13	VC6000181690, 10		617-561-7003	esaenz@fmm-inc.com	1,2,3,4,5,6	0.3% - 10 days 0.3% - 15 days 0.2% - 20 days
KleenRite Services Pakao Inc. DBA KleenRite Services	See Appendix A Page 13	VC6000178011, 1		413-737-7663	kleenrite@gmail.com	1,2,3	2% - 10 days 1% - 15 days
M&M Contract Cleaning	See Appendix A Page 13	VC6000243982, 12	Jennifer Miller	508-427-1702	j.miller@mcontractcleaning.com	2,3,4,5,6	4% - 10 days 3% - 15 days 2% - 20 days
MD Statton Co., Inc. DBA Facilitach	See Appendix A Page 13	VC6000156599, 17	Michael Glass	781-986-6161 ext. 127	michael.glass@mdstatton.com	1,2,3,4,5,6	1% - 10 days 0.75% - 15 days 0.5% - 20 days
Mass Commercial Cleaning Inc.	See Appendix A Page 13	VC6000183127, 11	Peter Connolly	413-586-4695 ext. 101	pconnolly@macommclean.com	1,2,3,4	1% - 15 days
Moura's Cleaning Service	See Appendix A Page 13	VC0000261385, 13		978-562-1839	Bruno@mourascleaning.com	1,2,3,4,5,6	2% - 10 days
National Facility Services Inc.	See Appendix A Page 13	VC5000176017, 14	Joe Amico	508-859-0777	joe@ntaincorp.com	1,2,3,4,5,6	3% - 10 days 2% - 15 days 1.5% - 20 days 1% - 30 days
Star Building Services	See Appendix A Page 13	VC0000728051, 28	Hans Familia	617-825-2266	hfamilia@sbsboston.net	4,5,6	3% - 20 days 2% - 30 days
S.J. Services Inc.	See Appendix A Page 13	VC6000179585, 15	David Shea	978-360-1229	dshea@sj-services.com	1,2,3,4,5,6	0.0025% - 10 days 0.0025% - 15 days 0.0025% - 20 days 0.0025% - 30 days
T&T Janitorial Services	See Appendix A Page 13	VC6000173548, 20	Keith Taylor	781-983-0584	keith@randjanitorialservices.com	1,2,3,4,5,6	3% - 10 days 2% - 20 days 1% - 30 days
UG2 LLC	See Appendix A Page 13	VC0000712316, 23	Bob Desaulniers	617-913-8877	bdesaulniers@ug-2.com	1,2,3,4,5,6	0.33% - 10 days 0.25% - 15 days 0.16% - 20 days

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Appendix A:

If full statewide contracts details are required please refer to the FAC81 files listed under each Master Blanket Purchase Order. Each Master Blanket Purchase Order will be kept up to date with the most current contract information.

PO-14-1080-OSD01-OSD10-000000000937 - District 1 Vendors
PO-14-1080-OSD01-OSD10-000000000940 - District 2 Vendors
PO-14-1080-OSD01-OSD10-000000000943 - District 3 Vendors
PO-14-1080-OSD01-OSD10-000000000947 - District 4 Vendors
PO-14-1080-OSD01-OSD10-000000000948 - District 5 Vendors
PO-14-1080-OSD01-OSD10-00000001378 - District 6 Vendors
PO-14-1080-OSD01-OSD10-00000001379 -- Statewide Vendors

FAC81 Districts

District 1

Adams	Alford	Ashfield	Becket	Blandford
Buckland	Charlemont	Cheshire	Chester	Chesterfield
Clarksburg	Colrain	Conway	Cummington	Dalton
Egremont	Florida	Goshen	Granville	Great Barrington
Hancock	Havley	Heath	Hinsdale	Huntington
Lanesborough	Lee	Lenox	Middlefield	Monroe
Monterey	Montgomery	Mount Washington	New Ashford	New Marlborough
North Adams	Otis	Peru	Pittsfield	Plainfield
Richmond	Rowe	Russell	Sandisfield	Savoy
Sheffield	Shelburne	Stockbridge	Tolland	Tyringham
Washington	West Stockbridge	Williamstown	Williamstown	Windsor

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District 2

Agawam	Amherst	Athol	Barre	Belchertown
Barnardston	Brimfield	Chicopee	Deerfield	East Longmeadow
Easthampton	Erving	Gill	Granby	Greenfield
Hadley	Hampden	Hardwick	Hatfield	Holland
Holyoke	Leverett	Leyden	Longmeadow	Ludlow
Monson	Montague	New Braintree	New Salem	Northampton
Northfield	Orange	Palmer	Pelham	Petersham
Phillipston	Royalston	Shutesbury	South Hadley	Southampton
Southwick	Springfield	Sunderland	Tenpleton	Wales
Ware	Warren	Warwick	Wendell	West Brookfield
West Springfield	Westfield	Westhampton	Whately	Wilbraham

District 3

Acton	Ashburnham	Ashby	Ashland	Auburn
Ayer	Bellingham	Berlin	Blackstone	Bolton
Boxborough	Boylston	Brookfield	Charlton	Clinton
Douglas	Dudley	Dunstable	East Brookfield	Fitchburg
Frammingham	Franklin	Gardner	Grafton	Croton
Harvard	Holden	Holliston	Hopedale	Hopkinton
Hubbardston	Hudson	Leicester	Leicester	Leominster
Littleton	Lunenburg	Marlborough	Maynard	Medfield
Medway	Mendon	Milford	Millbury	Mills
Millville	Natick	North Brookfield	Northborough	Northbridge
Oakham	Oxford	Paxton	Pepperell	Princeton
Rutland	Sharborn	Shirley	Strewsbury	Southborough
Southbridge	Spencer	Sterling	Stow	Sturbridge

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District 3 cont.

Sudbury	Sutton	Townsend	Upton	Uxbridge
Wayland	Webster	West Boylston	Westborough	Westford
Westminster	Worcester			

District 4

Amesbury	Andover	Arlington	Bedford	Belmont
Beverly	Billerica	Boxford	Burlington	Carlisle
Chelmsford	Concord	Danvers	Dracut	Essex
Everett	Georgetown	Gloucester	Groveland	Hamilton
Haverhill	Ipswich	Lawrence	Lexington	Lincoln
Lowell	Lynn	Lynnfield	Malden	Manchester-By-The-Sea
Marblehead	Medford	Melrose	Merrimac	Methuen
Middleton	Nahant	Newbury	Newburyport	North Andover
North Reading	Peabody	Reading	Revere	Rockport
Rowley	Salem	Salisbury	Saugus	Somerville
Stoneham	Swampscott	Tewksbury	Topsfield	Tyngsborough
Wakefield	Waltham	Wenham	West Newbury	Wilmington
Winchester	Woburn			

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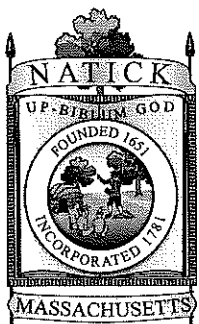
OPERATIONAL SERVICES DIVISION

District 5							
Abington	Acushnet	Aquinnah	Attleboro	Avon			
Barnstable	Berkley	Bourne	Brewster	Bridgewater			
Brockton	Carver	Chatham	Chilmark	Cohasset			
Dartmouth	Dennis	Dighton	Duxbury	East Bridgewater			
Eastham	Easton	Edgartown	Fairhaven	Fall River			
Falmouth	Foxborough	Freetown	Gosnold	Halifax			
Hanover	Hanson	Harwich	Hingham	Holbrook			
Hull	Kingston	Lakeville	Mansfield	Marion			
Marshfield	Mashpee	Martapoisett	Middleborough	Nantucket			
New Bedford	Norfolk	North Attleborough	Norton	Norwell			
Norwood	Oak Bluffs	Orleans	Pembroke	Plainville			
Plymouth	Plympton	Provincetown	Raynham	Rehoboth			
Rochester	Rockland	Sandwich	Scituate	Seekonk			
Sharon	Somerset	Stoughton	Swansea	Taunton			
Tisbury	Truro	Walpole	Wareham	Wellesley			
West Bridgewater	West Tisbury	Westport	Whitman	Wrentham			
Yarmouth							
District 6							
Boston	Braintree	Brookline	Cambridge	Canton			
Chelsea	Dedham	Dover	Milton	Needham			
Newton	Quincy	Randolph	Watertown	Wellesley			
Weston	Westwood	Weymouth	Winthrop				

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: 6/4/2018

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TOWN OF NATICK MASSACHUSETTS

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

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 5, 2019

**SUBJECT: FIRST CONTRACT EXTENSION
ASPHALT CONTRACT**

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

Summer Mix:

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

Winter Mix:

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

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

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

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

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

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 19, 2019

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

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

Dear Mr. Andersson:

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

Article 3 of the Contract, dated November 26, 2018, entitled "Term," provides, in relevant part, as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. "

On November 18, 2019, the Town of Natick, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. All provisions of the Contract shall remain in full force and effect during this first option year. Nothing herein, however, shall affect the Town's right to exercise, at a later date and at its sole discretion, its second one (1)-year option for renewal.

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

Thank you again for your consideration.

Very truly yours,

The Natick Board of Selectmen

Michael J. Hickey, Jr., Chair

Susan G. Salamoff, Vice Chair

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

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



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

January 9, 2019

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

RE: ASPHALT PROCUREMENT/
FULLY-EXECUTED CONTRACT

Dear Mr. Andersson:

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

Thank you for your attention and for your assistance!

Very truly yours,

Bryan R. Le Blanc

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

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

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

1. Scope of Services

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

2. Standard of Care

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

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

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

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

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

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

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

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

Acceptance as defined herein shall be as follows:

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

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

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

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

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

5. Payment

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

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

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall

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

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

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

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

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

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

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

6. **Warranty**

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

7. **Compliance with Laws**

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

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

applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

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

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the

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

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

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

9. Indemnification

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

10. No Personal Liability

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

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer,

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

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

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

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

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

20. Notices

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

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

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

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

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

If to the Contractor: Guy Edwards
 President
 Aggregate Industries – Northeast Region, Inc
 1715 Broadway
 Saugus, MA 01906.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

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

- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed

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

services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

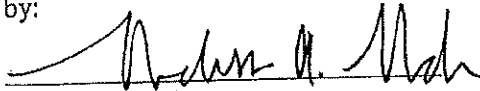
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract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

(The remainder of this page has been left intentionally blank.)

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

The Town of Natick, Massachusetts

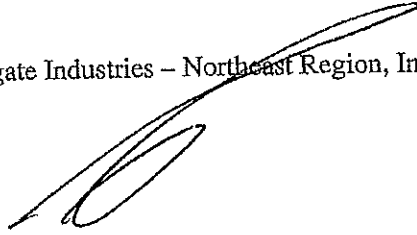
by:



Melissa A. Malone
Town Administrator

Aggregate Industries – Northeast Region, Inc.

by:



ROBERT P. ANDERSSON

Printed Name

GM/VP

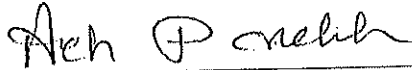
Printed Title

Dated: 1/8/19

Dated: 12/6/18

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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



Arti P. Mehta
Comptroller, Town of Natick

Dated: 12.11.18

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



Karis L. North, Esq.

Dated: 1/7/19

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

CERTIFICATE OF VOTE

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

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

and I further certify that at a meeting of the Directors of said Corporation duly called and held on July 23 20 13, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Robert Andersson
Vice President
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

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

I, further certify that the above vote is still in effect on this the 4th day of December, 20 18
and has not been changed or modified in any respect.

Jodie Earle
Signature

Jodie Earle
Printed Name

Secretary
Printed Title

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

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

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

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

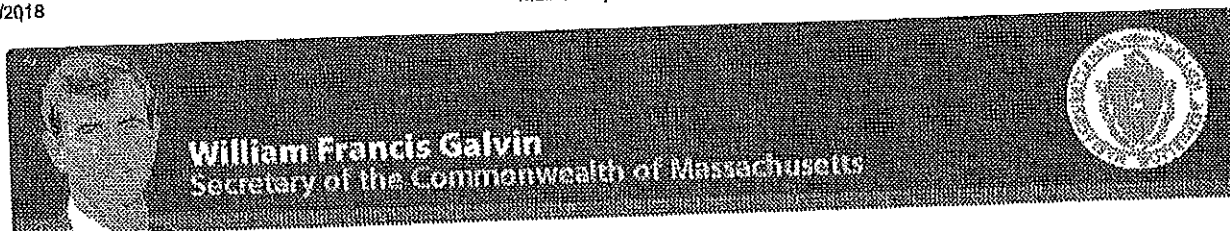
I, further certify that the above vote is still in effect on this the ____ day of _____, 20____
and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

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



Corporations Division

Business Entity Summary

ID Number: 042079391

Request certificate

New search

Summary for: AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.

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

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

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

Entity type: Domestic Profit Corporation

Identification Number: 042079391

Date of Organization in Massachusetts:
05-31-1949

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 00/00

The location of the Principal Office:

Address: 1715 BROADWAY

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

Country:

The name and address of the Registered Agent:

Name: C T CORPORATION SYSTEM

Address: 155 FEDERAL ST., SUITE 700

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

Country:

The Officers and Directors of the Corporation:

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

Business entity stock is publicly traded: ☒

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

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

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

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

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

COPY

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

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

BIDS DUE:

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

DELIVER COMPLETED BIDS TO:

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

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Town Administrator, invites the submission of sealed Bids for firms/entities/persons for the provision of summer and winter hot asphalt mix for the Town of Natick. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 17, 2018. No Pre-Bid Conference will be held. Sealed Bids, contained in sealed envelopes marked "IFB: Town of Natick: Sealed Bid for the Provision of Summer and Winter Hot Asphalt Mix - Bid" will be received until 11:00 A.M. local time, November 1, 2018, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended until the same time on the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. Award shall be subject to appropriation and to all authorizations required by law, rule, or regulation.

I. INTRODUCTION

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

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

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on October 25, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

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

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

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

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

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

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

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

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

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

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference is scheduled.

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

Procurement Officer
75 West Street
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on October 25, 2018. Questions may also be submitted to the Procurement Officer's attention at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

III. BACKGROUND

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

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

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

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

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

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

B. Successful Bidder's Personnel

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

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

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

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

IV, BID SUBMISSION REQUIREMENTS

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

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

V. MINIMUM SELECTION CRITERIA

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

VI. BID SUBMISSION

Five (5) copies of the Bid shall be submitted by 11:00A.M. LOCAL TIME, November 1, 2018, to this address:

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

After this time they will be opened. Bids received after that date and time will be rejected.

VII. SELECTION PROCESS AND AWARD

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

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

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

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

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

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

VIII. COMPLIANCE WITH LAWS

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

DELETED - NOT APPLICABLE

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

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

XIII. CRIMINAL BACKGROUND SCREENING

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

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

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

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

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

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Bidder
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Contract

**ATTACHMENT A
TOWN OF NATICK
BID FORM**
(To be submitted in Envelope B)

(3 pages)

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

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

Address:
1715 Broadway Saugus, MA 01906

The bidder acknowledges receipt of addenda nos. _____.

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

YEAR 1:

a. SUMMER MIX

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

b. WINTER MIX

NINETY NINE dollars and 12 cents (\$ 99.12) per ton.

OPTION YEAR 1:

a. SUMMER MIX

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

b. WINTER MIX

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

OPTION YEAR 2:

a. SUMMER MIX

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

b. WINTER MIX

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

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

The Bidder certifies as follows:

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

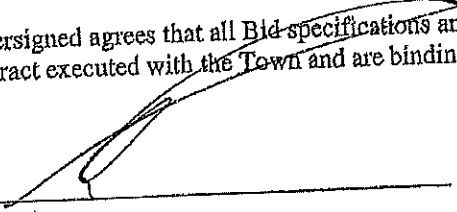
The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Town Administrator shall award one (1) contract for summer mix, and (1) contract for winter mix, if at all, to the lowest responsible and responsive Bidder based upon the lowest per pound cost to furnish product

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

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

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

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



Authorized Signature

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

Full Legal Name Aggregate Industries- Northeast Region Inc.

Officers of Corporation and Addresses

State of Incorporation MA

Principal Place of Business _____

1715 Broadway Saugus, MA 01906

Tel. 781-941-7200

Qualified in Massachusetts Yes x No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK
ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Aggregate Industries- Northeast Region Inc.

Name of Bidder

1715 Broadway Saugus, MA 01906

Address of Bidder

781-941-7200

Telephone Number

By: 

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Aggregate Industries- Northeast Region Inc.

Name of Bidder

1715 Broadway Saugus, MA 01906

Address of Bidder

781-941-7200

Telephone Number

By: 

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

TOWN OF NATICK
ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Aggregate Industries- Northeast Region Inc.

Address of Bidder

1715 Broadway Saugus, MA 01906

Telephone Number 781-741-7200

By: _____

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

TOWN OF NATICK
ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

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

PLEASE SEE ATTACHED



Aggregate Industries
Northeast Region
1715 Broadway
Saugus, MA 01906

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

Certificate of Authority

AGGREGATE INDUSTRIES – NORTHEAST REGION, INC.

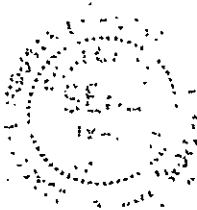
The undersigned, Jodie Earle, Assistant Secretary of Aggregate Industries – Northeast Region, Inc., a Massachusetts corporation (the "Corporation"), hereby certifies that pursuant to a Special Action By The Board of Directors and Sole Shareholder dated July 23, 2013 it was:

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

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

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

Dated as of this 29th day of July, 2013.




Jodie Earle, Assistant Secretary

Delivering Value

A member of the Holcim Group

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

Aggregate Industries- Northeast Region Inc.

Address of Bidder

1715 Broadway Saugus, MA 01906

Telephone Number 781-941-7200

By:

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

TOWN OF NATICK
ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Aggregate Industries- Northeast Region Inc.

Address of Bidder

1715 Broadway Saugus, MA 01906

Telephone Number 781-941-7200

By: _____

(Signature)

Robert P. Andersson

Printed Name

GM Asphalt/Contracting Divisions

Printed Title

11/1/18

Date

TOWN OF NATICK

ATTACHMENT H
CONTRACT

(SEE ATTACHED DOCUMENT.)



William Francis Galvin
Secretary of the
Commonwealth

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

Date: May 15, 2018

To Whom It May Concern :

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

AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.

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



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18050298210

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

Processed by:



Aggregate Industries
Northeast Region
1715 Broadway
Saugus, MA 01906

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

Officer

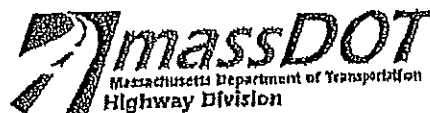
Guy Edwards, President
Kevin Peart, Vice President
Robert P. Andersson, Vice President
A. Bond, Vice President- Tax
T. Houlahan, Treasurer
Jodie Earle, Secretary
B. Miller, Secretary

Address

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



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



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

June 20, 2018
Prequalification Certificate No A171-18

Dear Contractor:

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

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

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

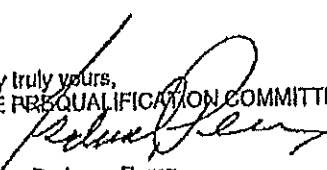
Bonding Capacity \$200,000,000.00

Bond Single Limit \$60,000,000.00

Expiration Date 6/30/2019

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

Very truly yours,
THE PREQUALIFICATION COMMITTEE

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



Aggregate Industries
Northeast Region
1716 Broadway
Saugus, MA 01906

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

REFERENCES

HOT MIX ASPHALT, F.O.B.

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 670073653646 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

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

Certificate No : 570073653646

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837
LOG #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

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

ADDITIONAL REMARKS

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

Additional Named Insureds

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

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ACORD 101 (2008/01)

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

IAN A. BOWLES
Secretary

LAURIE BURT
Commissioner

OCT 27 2008

Tim Jones
Aggregate Industries Northeast
1715 Broadway
Saugus, MA 01906

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

Dear Mr. Jones:

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

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

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

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

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

Printed on Recycled Paper

1. BACKGROUND AND DESCRIPTION OF FACILITY

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

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

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

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

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

2. EMISSION UNIT IDENTIFICATION

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

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

Table 1 Key:

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

3. APPLICABLE REQUIREMENTS

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

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

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

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

Table 2 Key:

BU# = Emission Unit Number
Used Oil = specification Used Oil which meets the standards that are specified in Massachusetts Regulations under 310 CMR 7.05(8)
% = percent
S = sulfur
wt = weight
= number
NO_x = nitrogen oxides

SO₂ = sulfur dioxide
CO = carbon monoxide
VOC = volatile organic compounds
TSP = total suspended particulates
PM₁₀ = particulate matter no larger than 10 microns in diameter
PM_{2.5} = particulate matter no larger than 2.5 microns in diameter
HAP = hazardous air pollutant
≤ = less than or equal to
< = less than

B. COMPLIANCE DEMONSTRATION

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

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

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

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

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

4. SPECIAL TERMS AND CONDITIONS

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

- The facility approved herein shall be operated in accordance with all limits and/or restrictions (i.e., emission limitations, operating and/or production limitations, etc.) contained in this Final Approval in addition to any other applicable Approvals and regulations. The facility shall also be operated in strict accordance with the conditions, provisions and/or descriptions contained in this Final Approval, which include, but are not limited to: standard operating and maintenance procedures, preventative/mitigation measures for air pollution, record keeping, reporting, notifications, testing requirements, etc.
- Aggregate shall activate the wet dust suppression system PDC-2 prior to start up of the crushing and associated process equipment (EU-3) and shall continue to operate the system while EU-3 is in operation.
- Aggregate Industries shall keep all facility roads paved, swept, and/or wetted as applicable and shall keep all product storage piles watered as required to minimize fugitive particulate emissions. Aggregate Industries shall employ all reasonable good housekeeping practices to minimize fugitive particulate emissions from the handling of material at the facility.
- Aggregate shall take necessary precautions to insure that the facility complies with MassDEP's noise guidelines (MassDEP Noise Policy 90-001) and that the facility does not cause a condition of air pollution (noise) as per 310 CMR 7.10. MassDEP Noise Policy 90-001 limits increases over the existing L₉₀ ambient background level to 10 decibels, A-weighted (dBA). The L₉₀ level represents the sound level exceeded 90 percent of the time and is used by MassDEP for the regulation of noise emissions. Additionally, "pure tone" sounds, defined as any octave band level which exceeds the levels in adjacent octave bands by 3 dBA or more, are also prohibited. Aggregate shall ensure that the facility complies with said Policy at its property line, and that of the nearest inhabited residence.

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

5. GENERAL CONDITIONS

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

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

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

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

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

6. APPEAL PROCESS

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

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

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

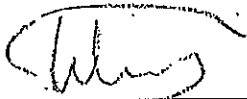
Commonwealth of Massachusetts
Department of Environmental Protection (MassDEP)
P.O. Box 4062
Boston, MA 02211

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

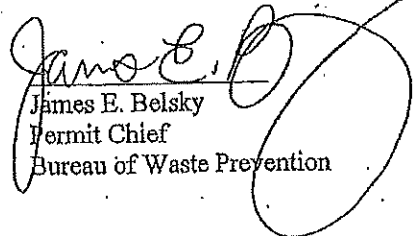
MassDEP may waive the adjudicatory hearing-filing fee for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file, together with the hearing request as provided above, an affidavit setting forth the facts believed to support the claim of undue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

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

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


Thomas A. Hannah
Environmental Engineer

Sincerely,


James E. Belsky
Permit Chief
Bureau of Waste Prevention

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



CERTIFICATE OF LIABILITY INSURANCE

DATE: 10/01/2019

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

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

PRODUCER Ann Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME PHONE (AC, HO, Ext): (281) 283-7122 FAX (AC, HO): (281) 383-0102 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NMC #
INSURER Aggragate Industries Management, Inc. 6211 Ann Arbor Road Dundee MI 48131 USA	INSURER A: ACS American Insurance Company 22667 INSURER B: American Guarantee & Liability Ins Co 26247 INSURER C: Indemnity Insurance Co of North America 43575 INSURER D: ACE Fire Underwriters Insurance Co. 20702 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570073766888 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ann Risk Services Southwest Inc

Holder Identifier :

Certificate No : 570073766888

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837
LOG #:



ADDITIONAL REMARKS SCHEDULE

Page -- of --

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

ADDITIONAL REMARKS

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

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



AIA Document A312™ – 2010

Bond No. 30045339

Performance Bond

CONTRACTOR:

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

SURETY:

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

OWNER:

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

CONSTRUCTION CONTRACT

Date: 11/26/18

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

Description:

(Name and location)
Summer and Winter Hot Asphalt Mixes

BOND

Date: 11/26/18

(Not earlier than Construction Contract Date)

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

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

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

Signature:

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

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

SURETY

Company: (Corporate Seal)
WESTERN SURETY COMPANY

Signature:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____, Attorney-in-Fact

Address: _____



Document A312™ – 2010

Bond No. 30045339

Payment Bond

CONTRACTOR:

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

SURETY:

(Name, legal status and principal place
of business)

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

OWNER:

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

CONSTRUCTION CONTRACT

Date: 11/26/18

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

Description:

(Name and location)

Summer and Winter Hot Asphalt Mixes

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

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

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

BOND

Date: 11/26/18

(Not earlier than Construction Contract Date)

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

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

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

Signature: _____

Name ROBERT P. ANDERSSON

and Title: _____

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

SURETY

Company: (Corporate Seal)
WESTERN SURETY COMPANY

Signature: _____

Name Vanessa Dominguez, Attorney-in-Fact

and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: ,

Address:

Signature: _____

Name and Title: , Attorney-in-Fact

Address:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

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

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 670073653646

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier:

Certificate No.: 570073653646

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837

LOG #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

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

ADDITIONAL REMARKS

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

Additional Named Insureds

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

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ACORD 101 (2008/01)

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NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

SCHEDULE

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

Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of the Policy remain unchanged.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
3535 San Felipe
Suite 1500
Houston TX 77056 USA

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

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

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

Holder Identifier:

COVERAGES

CERTIFICATE NUMBER: 670073653646

REVISION NUMBER:

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

Limits shown are as requested

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

Certificate No.: 570073653646

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000035837

LOG #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

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

ADDITIONAL REMARKS

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

Additional Named Insureds

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

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

SCHEDULE

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

Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of the Policy remain unchanged.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

CONTACT
NAME
PHONE (INC. No. Est): (866) 283-7322 FAX (AC. No.): (800) 383-0305
E-MAIL
ADDRESS:

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

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

COVERAGES

CERTIFICATE NUMBER: 570073766868

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Ann Risk Services Southwest, Inc.

Holder Identifier:

Certificate No.: 570073766868

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ACORD 26 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000035837

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Additional Named Insureds

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

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 19, 2019

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

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

Dear Mr. Andersson:

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

Article 3 of the Contract, dated November 26, 2018, entitled “Term,” provides, in relevant part, as follows: “The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. “

On November 18, 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. All provisions of the Contract shall remain in full force and effect during this first option year. Nothing herein, however, shall affect the Town’s right to exercise, at a later date and at its sole discretion, its second one (1)-year option for renewal.

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

Thank you again for your consideration.

Very truly yours,

The Natick Board of Selectmen

Michael J. Hickey, Jr., Chair

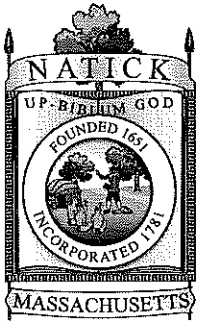
Susan G. Salamoff, Vice Chair

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

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



TOWN OF NATICK MASSACHUSETTS

TO: Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water & Sewer Division, Natick Public Works
Gregory Eldridge, Vice President, Haley & Ward

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 30, 2019

SUBJECT: CONTRACT AWARD
Rehabilitation of Springvale Well No. 2 in the Town of Natick

On October 24, 2019, responses were received in response to the Town of Natick's RFR for rehabilitation of Springvale Well No. 2 in the Town of Natick. Responses/quotes were received from two (2) responder(s). (See attached.)

The lowest response/quote was received from Denis L. Maher Co. It submitted the following prices: \$22,299.00 for the main work.

After reviewing references and background, it has been determined that Denis L. Maher Co. is a responsible and eligible responder/quoting party.

We recommend that the Natick Board of Selectmen award the contract to Denis L. Maher Co. for the price submitted in its response/quote

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

Responses Received:	10/24/19
Newspaper Advertisement:	10/08/19
<u>(MetroWest Daily News)</u>	
Website Posting:	10/03/19
Town Hall Posting:	10/03/19
<u>Central Register</u> Publication:	10/09/19
COMMBUYS Posting:	10/03/19

Funding information: DPW Operating Budget (Water/Sewer) - \$22,299.00

Opening Form

ate & Time: October 24, 2019, 2:00 P.M. EDST

Witness Signature:

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process – Springvale Well No. 2 Rehabilitation

Date: October 24, 2019

In early October 2019, I received a procurement request for rehabilitation of Springvale Well No. 2 in the Town of Natick.

The requisite statutory reference governing the building of a public work is M.G.L. c. 30, §39M, which provides, in relevant part, as follows:

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

This is now known as the "quote plus public notification" process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

WRITTEN PURCHASE DESCRIPTION:

I received a written purchase description, which was incorporated into the Request for Quotes. See attached.

PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

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 responses for rehabilitation of Springvale Well No. 2, located at 1080 Worcester Street (Route 9), in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, October 24, 2019, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and approval of the Natick Board of Selectmen.

Notice was posted as follows:

Central Register:	October 9, 2019
COMMBUYS:	October 3, 2019
Town Hall:	October 3, 2019
Website:	October 3, 2019
Metrowest Daily News:	October 8, 2019

Responses were due no later than 2:00 P.M. local time on October 24, 2019.

SOLICITED FIRMS:

On October 9, 2019, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. At the suggestion of our consulting engineer, Haley & Ward, firms solicited for written quotes, at the emails shown below, were:

1. Mr. Peter Maher, Maher Services, Inc., 71 Concord Street, North Reading, MA 01864. Email pmaher@maherserv.com.
2. Mr. Denis L. Maher, Denis Maher, 7 Scully Road, P.O. Box 130, Ayer, MA 01432. Email dlmaher@denismaher.com.
3. Mr. Frank Sullivan, F.G. Sullivan, 408 Parker Road, Lancaster, MA 01523. Email francis.sullivan@comcast.net.

Quotes were ultimately due no later than 2:00 P.M. local time on October 24, 2019.

DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On October 22, 2019, Maher Services, Inc., at the above address, submitted a quote of \$26,500.00 to provide the required services.
2. On October 24, 2019, Denis L. Maher, at the above address, submitted a quote of \$22,299.00 to provide the required services.

F. G. Sullivan did not quote by the above due date/time.

RESPONSE TABULATION:

Responses were opened at 2:00 P.M. local time on October 24, 2019

No outside responses were received by the above due date/time.

The lowest overall quote/response was that of Denis L. Maher, which submitted the lowest price of twenty-two thousand two hundred ninety-nine dollars and zero cents (\$22,299.00) to perform the above work.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

This Contract is made this eighteenth day of November, 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 Denis L. Maher Co., P.O. Box 130, Ayer, MA 01432 organized under the laws of the Commonwealth of Massachusetts (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 rehabilitation of Springvale Well No. 2 in the Town of Natick, as set forth in the Request for Responses Related to Rehabilitation of Springvale Well No. 2 in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town (estimated to be on or about December 4, 2019). The work will be complete ninety (90) days following the issuance of the Notice to Proceed. Should the work not complete within ninety (90) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents (\$400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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 RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

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 Response, a copy of which is attached hereto and incorporated by reference.

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

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

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

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

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Responses, 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 Rehabilitation of
Springvale Well No. 2 in the Town of Natick

Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

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

8. **Insurance**

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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick and Haley & Ward, Inc., 63 Great Road, Maynard, MA 01754 (the Town's Engineer for the Project) shall be named as additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

and excess liability insurance, umbrella form, which indicate that the Town of Natick and Haley & Ward, Inc. are named as additional insureds on each such policy.

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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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 RFR and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, 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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the 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 shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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
 Denis L. Maher Co.
 P.O. Box 130
 Ayer, MA 01432.

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.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 Response 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 Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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 Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick**

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

Denis L. Maher Co.
by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Richard P. Jennett, Jr.

Karen Adelman-Foster

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 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 hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for rehabilitation of Springvale
Well No. 2 in the Town of Natick.

ITEM NO.	DESCRIPTION	AMOUNT
1.	For Mobilization, the lump sum price of <u>Eight hundred twenty Four dollars</u> (Lump Sum Price in Words) <u>no cents</u> (Maximum amount not to exceed 5% of the total Bid)	= \$ <u>824.⁰⁰</u>
2.	For Removing/Cleaning/Installing Submersible Pump/Motor, the lump sum price of <u>Six thousand Seven hundred dollars</u> (Lump Sum Price in Words) <u>no cents</u>	= \$ <u>6700.⁰⁰</u>
3.	For Acid Treatment, the unit price of <u>three thousand seven hundred Seventy</u> (Unit Price in Words) <u>six dollars no cents</u> per each for an estimated quantity of 1 ea. x \$ <u>3776.⁰⁰</u> (Unit Price in Figures)	= \$ <u>3776.⁰⁰</u>
4.	For Chlorine Treatment, the unit price of <u>One thousand Four hundred Seventy</u> (Unit Price in Words) <u>nine dollars no cents</u> per each for an estimated quantity of 1 ea. x \$ <u>1479.⁰⁰</u> (Unit Price in Figures)	= \$ <u>1479.⁰⁰</u>

Denis L. Maher Company
P O Box 130
Ayer, MA 01432

TEL 978 615-4606
FAX 978 615-4607

ITEM
NO.

DESCRIPTION

AMOUNT

5. For Additional Surging, Pump and Redevelopment, the unit price of

one hundred Fifty Five dollars
(Unit Price in Words) no cents

per hours for an estimated quantity of

24 hrs. x \$ 155.00
(Unit Price in Figures)

= \$ 3720.00

6. For Pre and Post Television Inspection, the lump sum price of

Eight hundred dollars no cents
(Lump Sum Price in Words)

= \$ 800.00

7. For Pump repairs, the fixed lump sum price of

Five thousand dollars no cents
(Lump Sum Price in Words)

= \$ 5,000.00

TOTAL BASE BID - FOR RFR COMPARISON
BASED UPON ESTIMATED QUANTITIES

\$ 22,299.00

The undersigned Responding party acknowledges receipt of addenda nos. n/a.

Please write out all addenda. For example, for three (3) addenda issued, please write out "1,2, and 3." Do not write "1-3" or "3."

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

Dennis L. Maher Company
P.O. Box 130
Ayer, MA 01432
TEL 978 615-4606
FAX 978 615-4607

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response 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 Responder.)
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder 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. Responder has not defaulted on any Contract within the last five (5) years.
- H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)
- I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.)

K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.

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

The undersigned certifies, under penalties of perjury, that this Response 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 Responding 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 Responding 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 RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding 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 Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding 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 Responding 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 Responding 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 Responses.

The Responding 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 Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

J. Theodore Morine
Authorized Signature

J. Theodore Morine
Printed Name

Vice President
Printed Title

10/24/19
Date

Dennis L Maher CO, LLC
Full Legal Name

Officers of Corporation and Addresses

Dennis L Maher
107 Mishawum Rd Woburn, MA
J. Theodore Morine
12 Eldridge Rd, Harvard MA

Massachusetts
State of Incorporation

Principal Place of Business

7 Sculley Road
Nyer MA 01432

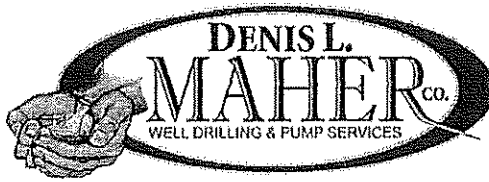
978-615-4606
Tel.

Qualified in Massachusetts Yes X No _____

Principal Place of Business in MA 7 Sculley Road
Ayer MA 01432

Dennis L. Maher Company
P O Box 130
Ayer, MA 01432

TEL 978 615-4606
FAX 978 615-4607



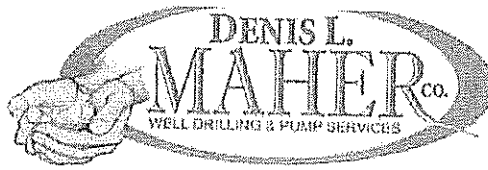
Town of Natick
Water Department
Redevelopment of Springvale Well #2

Equipment

Denis L. Maher Company will be using a National Crane with 40' boom to remove and reinstall equipment in the wells.

A Bucyrus Erie 60L, 22W Cable Tool Rig will be the doing the redevelopment.

Submersible Pump will be constructed in cans with drop pipe to provide flow agitation.



Denis L. Maher Co.

Founded in 1941 by Denis L. Maher Sr., the D. L. Maher Co. quickly became recognized as a leader in the Well Drilling and Pump Services industry. Recently, after several years of different ownership and management, Denis L. Maher Jr. came out of retirement and is at the helm of the newly formed Denis L. Maher Co. and ready to provide the same level of service that made the former company so successful under his father's leadership. This revitalization is strengthened by a wealth of experienced and valued employees who have remained with us throughout the years.

Denis L. Maher Jr.'s expertise in the business was achieved by working alongside his father, and over the years has advanced his knowledge of the business to a level where he is qualified to instruct others in the correct operation, repair and management of wells and pumps. Among other accomplishments and recognitions by the industry, he has served as the Chairman of the New England and American Water Works Association's Standards Committee on Vertical Turbine Pumps for a period of 13 years, and helped to develop and implement the standards that are in use today.

So, like clean, fresh water, the Denis L. Maher Co., LLC springs up once again, utilizing the strong foundation, hard work, and dedication to excellence it was built upon.

In Denis' message to the industry, and to past, present, and future customers, he echoes the sentiments "We're back in business to stay and we're truly looking forward to putting the benefits of our knowledge and our dedication to superior service to work for you."

Our Municipal, Industrial & Irrigation Services Include:

Well Drilling & Related

- Test Wells, Exploratory Programs & Related Hydrogeologic Assessments
- Gravel Packed High Capacity Wells: Gravel Developed Medium to High Yield Wells
- Tubular Well Fields
- Evaluation of Existing Ground Water Supplies

Well Maintenance & Related

- Emergency Response 24/7
- Specific Capacity Test on Existing Well
- Video Inspection
- Well Redevelopment: Conventional using Chemicals
- Well Redevelopment: Aqua Freed Rehabilitation Technology - No Chemical Discharge.
The AQUA FREED process is a highly effective, environmentally sound method for restoring lost capacity to water supply and environmental wells. While conventional methods rely on the use of chemicals that are often dangerous to handle, and difficult

and expensive to dispose of, the AQUA FREED process relies solely on inert liquids and gasses that dissipate naturally.

- Well Redevelopment: Using a Combination of Methods
- Extended Maintenance / Redevelopment Process using Aqua Gard Technology. The AQUA GARD permanent in-well device significantly improves well maintenance. AQUA GARD Well Maintenance Systems include the permanent placement of energy injection equipment into the well to allow the well to be cleaned effectively, maintaining quantity and quality, without having to remove the pump or injection equipment. AQUA GARD provides a proactive rather than reactive cleaning, and has proved to be more effective and much more economical for the client. AQUA GARD applications include Water Supply Wells, Horizontal Wells, Collector Wells, Barrier Injection Wells, and Remediation Wells.
- Well Relining, Rescreening, Repacking, Repair & Replacement of Old or Damaged Wells

Pumps & Related

- Emergency Response 24/7
- Sales & Services
- Removal & Repair of Vertical Turbine Pumps including Line Shaft & Submersible
- Well Pumps
- Water Treatment Plant Pumps
- Horizontal Split Case Pumps
- Horizontal End Suction Pumps
- Process Pumps
- Booster Pumps
- Right Angle Gear Drives
- Vertical Hollow Shaft, Vertical Solid Shaft & Horizontal Motors of all Makes
- Preventative Maintenance Testing & Service of Existing Installations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2019

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 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 S B GODDARD & SON CO 7 WINN ST WOBURN MA 01801		CONTACT NAME: Ann Marie Chauk PHONE (A/C, No, Ext): (781) 933-0076 FAX (A/C, No): E-MAIL: annmarie@goddardinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIM MUTUAL INS CO NAIC # 33758 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED DENIS L MAHER COMPANY LLC PO BOX 130 AYER MA 01432			

COVERAGES

CERTIFICATE NUMBER: 427245

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. WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eq occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N/A			COMBINED SINGLE LIMIT (Eq accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	AWC40070331232018A	09/15/2018 09/15/2019	<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
			N/A			

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

MA 02322	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRBMA

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MAHER-2

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2019

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 S. B. Goddard & Son Co. 7 Winn Street Woburn, MA 01801-2828 Richard Mahoney	781-933-0076	CONTACT NAME: Ann Marie Chaulk PHONE (A/C, No, Ext): 781-933-0076 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Denis L. Maher Co., LLC PO Box 130 Ayer, MA 01432		INSURER(S) AFFORDING COVERAGE INSURER A: Pilgrim Ins Company INSURER B: Atain Specialty Insurance INSURER C: Evanston Insurance Company INSURER D: One Beacon INSURER E: INSURER F:
		NAIC # 21970

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER	X	CIP363325	09/14/2018	09/14/2019	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 \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CSC00001003786	09/04/2018	09/04/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUBW7821418	09/14/2018	09/14/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	CERTIFICATE TO FOLLOW FROM CARRIER			PER STATUTE OR OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability		793-00-62-49-0002	05/15/2019	05/15/2020	Each Occ 3,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0367490432
Notice Date: March 18, 2019
Case ID: 0-000-696-164



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DENIS L MAHER CO LLC
7 SCULLEY RD
AYER MA 01432-1205

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DENIS L MAHER CO LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

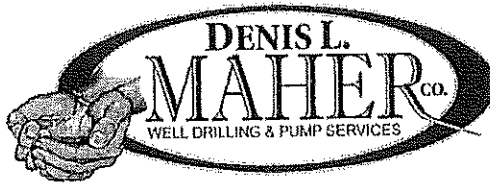
Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Gifford

Edward W. Coyle, Jr., Chief
Collections Bureau



2019 COMPLETED REDEVELOPMENT JOBS

Essex Department of Public Works
44 Centennial Grove Road
Essex, MA 01929
Mr. Michael Galli - 978-768-6431
2019 Wells #2 & #3

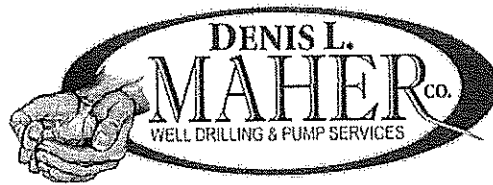
Dennis Water District
PO Box 2000
South Dennis, MA 02660
Mr. David Larkowski - 508-398-3351
2019 Well #15

North Reading DPW
235 North Street
North Reading, MA 01864
Mr. Mark Clark - 978-664-6060
2019 Well Cleaning & Redevelopment

Middleboro Water Department
48 Wareham Street
Middleborough, MA 02346
Mr. Joe Silva - 508-946-2482
2019 2 Gravel Packed Wells

Swansea Water Department
700 Wilbur Avenue
Swansea, MA 02777
Mr. Robert Marquis - 508-672-9746
2019 Vinnicum Wells

Walpole Water Department
135 School Street
Walpole, MA 02081
Mr. Rick Mattson - 508-660-7307
2019 Redevelop & Acidize GP Wells



**Northmark Bank
26 Mt. Vernon Street
Winchester, MA 01890**

**Glenn Johnson
Senior Lending Officer**

**Office: 781-721-9100
Fax: 781-721-9948
gjohanson@northmarkbank.com**

DENIS L. MAHER COMPANY

7 SCULLEY ROAD

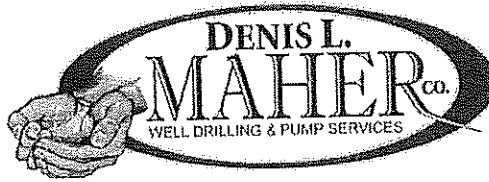
PO BOX 130

AYER, MA 01432

TEL: 978-615-4606

FAX: 978-615-4607

EMAIL: OFFICE@DENISLMAHER



CLIENT AND PROJECT REFERENCES

Ayer Water Department

25 Brook Street

Ayer, MA 01432-1118

Mr. Rick Linde - 978-772-0008

2012 Grove Pond #2

2013 Grove Pond #1 & #2, Spec Pond #1 & #2

2014 Spec Pond #2, Grove Pond #1 & #2

2015 Spec Pond #1A & #2

2016 Grove Pond #6 & #7

2016 Spec Pond #1A

2019 Grove Pond #6

Grafton Water District

44 Millbury Street

Grafton, MA 01519

Mr. Matt Pearson - 508-839-2302

2009, 2014 East Main St. Well #3

2009, 2011, 2014 Worcester St. Well

2014 East Main St. Well #3

2015 Satellite Well #2A

2016 Satellite Well #2A

2018 East Main St. Well #2 & #3

2018 Well #2A

North Sagamore Water District

14 Squanto Road

Sagamore, MA 02562

Mr. Matthew Sawicki - 508-888-1085

2015 Church Lane Well Redevelopment

2016 Beach Well Redevelopment

2017 Black Pond Well

Town of Wellesley

Department of Public Works

20 Municipal Way

Wellesley, MA 02481

Mr. Bill Shaughnessy - 781-235-7600

2014 Gravel Packed Well Redevelopment

2017 Gravel Packed Well Redevelopment

Dracut Water Supply District

59 Hopkins Street

Dracut, MA 01826

Mr. Mark Riopelle - 978-957-0441

2014 Tyngsboro Wells #1, 2 & 3

2015 Redevelop Three Wells

2016 Redevelop Two Wells

Burlington Water Department

171 Middlesex Turnpike

Burlington, MA 01803

Mr. Russ Makiej - 781-270-1670

2014 Wells #1 & #2

2015 Well #10

2016 Wells #4, #10 & #11

2019 Wells #1 & #2, #10 & #11

Commonwealth of Massachusetts

Division of Fisheries and Wildlife

One Rabbit Hill Road

Westborough, MA 01581

Dr. Ken Simmons, Ph.D. 508-389-6332

2013 Roger Reed Fish Hatchery

2013, 2014 McLaughlin Fish Hatchery

2015, 2016 Sandwich State Fish Hatchery

Dennis Water District

PO Box 2000

South Dennis, MA 02660

Mr. David Larkowski - 508-398-3351

2012 Wells #11 & #15

2014 Wells #11 & #15

2015 Well #5

2016 Well #9

2017 Wells #14, #15, #19, & #4

2018 Wells #9 & #11

2019 Well #15



CLIENT AND PROJECT REFERENCES

Belchertown Water District
206 Jabish Street, PO Box 801
Belchertown, MA 01007
Mr. Kevin Williams - 413-323-6987
2012 Wells #1 & #4
2013 Wells #2 & #3
2017 Daigle Well Redevelopment

Natick DPW - Water & Sewer Dept.
75 West Street
Natick, MA 01760
Mr. Anthony Comeau - 508-647-6557
2015 Evergreen Well #3
2015 Springvale Well #4
2017 Evergreen Well #3
2018 Evergreen Well #3

North Reading DPW
235 North Street
North Reading, MA 01864
Mr. Mark Clark - 978-664-6060
2014 Well Cleaning & Redevelopment
2015 Well Cleaning & Redevelopment
2016 Well Cleaning & Redevelopment
2017 Well Cleaning & Redevelopment
2019 Well Cleaning & Redevelopment

Medway Water Department - DPW
155 Village Street
Medway, MA 02053
Mr. Barry Smith - 508-533-3208
2013 Oakland St. Well
2017 Populatic Well
2018 Oakland St. Well

Wayland Water Department
41 Cochituate Road
Wayland, MA 01778
Mr. Don Ouelette - 508-358-3674

2014 Baldwin Wells #1 & #2
Denis L. Maher Company, LLC
www.DenisLMaher.com
DLMaher@DenisLMaher.com

Wareham Fire District
2550 Cranberry Highway
Wareham, MA 02571
Mr. Andy Cunningham - 508-295-0450
2015 Seawood Springs Well #7
2016 Maple Springs Well #3
2017 Maple Springs Well #1

Town of Athol
Department of Public Works
584 Main Street
Athol, MA 01331
Mr. Douglas Walsh - 978-249-4542
2015 Tully Wells Redevelopment
2016 Tully Wells Redevelopment

Essex Department of Public Works
44 Centennial Grove Road
Essex, MA 01929
Mr. Michael Galli - 978-768-6431
2015 Wells #2 & #3
2016 Well #3
2017 Wells #2 & #3
2018 Well #3
2019 Wells #2 & #3

Abington & Rockland Joint Water Works
96 East Water Street
Rockland, MA 02370-1829
Mr. Joseph LaPointe - 781-878-0901
2010 Wells #1 & #3
2013 Wells #2 & #3
2017 Wells #1, #2 & #3
2019 Wells #1 & #3

East Brookfield Highway & Water Department
424 East Main Street
East Brookfield, MA 01515
Mr. Robert Allen - 508-867-6575

2015 Well Cleaning & Pump Replacement

Tel. 978-615-4606; Fax. 978-615-4607
7 Sculley Rd., PO Box 130
Ayer, MA 01432-0130



CLIENT AND PROJECT REFERENCES

Bondsville Fire and Water District
3174 Main Street
P.O. Box 1071
Bondsville, MA 01009
Mr. Robert Flagg - 413-283-9036
2015 Well #4
2017 Well #1

Pembroke Water Department
100 Center Street
Pembroke, MA 02359
Mr. Scott Gloub - 781-293-5620
2016 Well Rehabilitation
2019 GP2, GP3 & GP4 Redevelopment

Wenham Water Department
91 Grapevine Road
Wenham, MA 01984
Mr. Erik Mansfield - 978-468-5520
2015 Well #2

Middleboro Water Department
48 Wareham Street
Middleborough, MA 02346
Mr. Joe Silva - 508-946-2482
2014 East Main St. Wells
2017 East Main St. Wells
2019 2 Gravel Packed Wells

Town of Wilmington DPW
121 Glen Road
Wilmington, MA 01887
Mr. Joe Labao - 978-658-4711
2016 Browns Crossing Well
2018 2 Gravel Packed Wells

Buzzards Bay Water District
15 Wallace Avenue
Buzzards Bay, MA 02532
Mr. Steven Souza - 508-759-4631
2017 Redevelop Well #1

Denis L. Maher Company, LLC
www.DenisLMaher.com
DLMaher@DenisLMaher.com

Dedham-Westwood Water District
50 Elm Street, PO Box 9137
Dedham, MA 02027-5997
Mr. Robert Lexander - 781-329-7090
2011, 2012, 2013 Bridge St Wells B, B1, D
2011, 2012, 2013 Bridge St Wells E, E1, E-2, F
2011, 2013 White Lodge Well #5

Bedford Water Department
314 The Great Road
Bedford, MA 01730
Mr. Peter Churchill - 781-275-7606
2017 Wells #2, #4 & #5

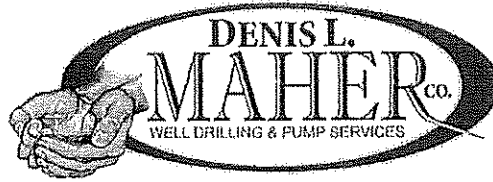
Concord Water Department - DPW
135 Keyes Road
Concord, MA 01742
Mr. Alan Cathcart - 978-318-3250
2017 Redevelop Well #03G

Swansea Water Department
700 Wilbur Avenue
Swansea, MA 02777
Mr. Robert Marquis - 508-672-9746
2014 Vinnicum Wells
2017 Vinnicum Wells
2019 Vinnicum Wells

East Bridgewater Water Department
100 Willow Avenue
East Bridgewater, MA 02333
Mr. Jason Trepanier - 508-378-1620
2013 Washington St. Wells 3A & 3B
2015 Wells #2 & #5

Townsend Water Department
540 Main Street
West Townsend, MA 01474
Mr. Paul Refuse - 978-597-2212
2013 Cross Street Well

Tel. 978-615-4606; Fax. 978-615-4607
7 Sculley Rd., PO Box 130
Ayer, MA 01432-0130



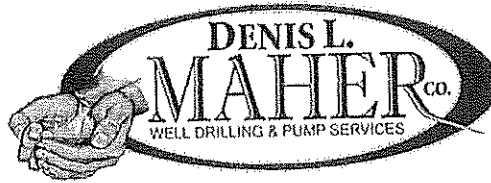
CLIENT AND PROJECT REFERENCES

Avon Water Department
65 East Main Street
Avon, MA 02322
Mr. Bill Fitzgerald - 508-816-2596
2014 Theater Well #3
2017 Theater Well #3

Hamilton Dept. of Public Works
577 Bay Road, P.O. Box 429
Hamilton, MA 01982
Mr. Tim Olson - 978-626-5226
2018 Caisson Well
2019 Caisson Well

Town of Rowley Water Department
401 Central Street
P.O. Box 29
Rowley, MA 01969
2017 Well #2
2018 Well #3 & Wellfield #5

Walpole Water Department
135 School Street
Walpole, MA 02081
Mr. Rick Mattson - 508-660-7307
2015 Redevelop & Acidize GP Wells
2017 Redevelop & Acidize GP Wells
2018 Redevelop & Acidize GP Wells
2019 Redevelop & Acidize GP Wells



Personnel Professional History

Stephen Kelly, Sr.

Employed by D.L. Maher in North Reading, MA from 1969 to 2002. The Boart Longyear Company acquired D.L. Maher in 2002. He continued his employment with Boart Longyear until August 2009. In September 2009, he moved to the Denis L. Maher Company. He holds a 10 hour OSHA Occupational Health and Safety Certification at Keene State College.

Owen Murray

Employed by the Boart Longyear Company in North Reading, MA from 2005 to 2009. In September 2009, he moved to the Denis L. Maher Company. He holds a 10 hour OSHA Occupational Health and Safety Certification at Keene State College and a 40 hour OSHA HAZ MAT Certification, MA Hoisting License and Hot Work Safe Practices Training.

All other employees:

All employees have OSHA 10 Training, Pump installer holds MA Hoisting license.

Employees who may be on jobsite depending on scheduling:

Jason Guay, Michael Kelley, Patrick Kelley, Michael Potrzuski, Joseph Boyle, Nicholas Mawn

Two pump technicians will pull the pumping equipment

Two employees will set up the surge equipment

One employee will run the surge / redevelopment rig

Two employees will remove the surge equipment

Two pump technicians will reinstall the pumping equipment

The work will take an estimated 12 to 14 days to complete.

**Town of Natick
Natick, Massachusetts**

Request for Responses

**REHABILITATION OF SPRINGVALE WELL NO. 2
IN THE TOWN OF NATICK, MASSACHUSETTS**

**RESPONSES DUE:
October 24, 2019, 2:00 P.M. LOCAL TIME**
Late Responses Will Be Rejected

DELIVER COMPLETED RESPONSES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

TOWN OF NATICK
NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

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 responses for rehabilitation of Springvale Well No. 2, located at 1080 Worcester Street (Route 9), in the Town of Natick, Massachusetts. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019. No pre-response conference will be held. Responses will be received until 2:00 P.M. local time, October 24, 2019, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening. Award is subject to appropriation and approval of the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, 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 responses for rehabilitation of Springvale Well No. 2, located at 1080 Worcester Street (Route 9), in the Town of Natick, Massachusetts. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

No Pre-Response conference will be held.

Questions shall be submitted in writing to bleblanc@natickma.org, and shall be received no later than 4:00 P.M. ESDT on October 16, 2019.

Each Responding party's response marked, marked "Rehabilitation of Springvale Well No. 2 in the Town of Natick," will be received until **2:00 P.M. local time, October 24, 2019**, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the time of the opening of Responses.

The Town **will not** reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto. By

submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

II. BACKGROUND

The Town solicits written Responses for rehabilitation of Springvale Well No. 2 in the Town of Natick, Massachusetts.

A. DESCRIPTION OF DESIRED GOODS AND SERVICES

The Successful Responder shall provide all labor and materials necessary to perform work as follows for the rehabilitation of Springvale Well No. 2 in the Town of Natick.

The Successful Responder shall adhere to the attached specifications.

B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

E. SUCCESSFUL RESPONDING PARTY'S PERSONNEL

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding 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 Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

III. COMPLIANCE WITH LAWS

The Successful Responding 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 Responding 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 Responding 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 RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding 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 Responding party shall assume the indemnification responsibilities described in the Contract which is a part of this RFR and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding 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 Responding party who is performing services under any Contract awarded by the Town of Natick, the Successful Responding 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 Responding party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Responding party to provide such information to the Town, the Successful Responding 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 controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responding party is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding 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 Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding 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 Responding 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 or upon school property.

X. Minimum Prevailing Wage Rates

See attached.

XI. Performance Bond Requirements

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

XII. Labor and Materials Payment Bond Requirements

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

**TOWN OF NATICK
RESPONSE FORM**

The undersigned Responding party hereby submits a response for rehabilitation of Springvale Well No. 2 in the Town of Natick.

ITEM NO.	DESCRIPTION	AMOUNT
1.	For Mobilization, the lump sum price of _____	= \$ _____
	(Lump Sum Price in Words) (Maximum amount not to exceed 5% of the total Bid)	
2.	For Removing/Cleaning/Installing Submersible Pump/Motor, the lump sum price of _____	= \$ _____
	(Lump Sum Price in Words)	
3.	For Acid Treatment, the unit price of _____	
	(Unit Price in Words)	
	per each for an estimated quantity of	
	<u>1 ea.</u> x \$ _____	= \$ _____
	(Unit Price in Figures)	
4.	For Chlorine Treatment, the unit price of _____	
	(Unit Price in Words)	
	per each for an estimated quantity of	
	<u>1 ea.</u> x \$ _____	= \$ _____
	(Unit Price in Figures)	

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5.	For Additional Surging, Pump and Redevelopment, the unit price of _____ (Unit Price in Words) per hours for an estimated quantity of 24 hrs. x \$ _____ (Unit Price in Figures)	= \$ _____
6.	For Pre and Post Television Inspection, the lump sum price of _____ (Lump Sum Price in Words)	= \$ _____
7.	For Pump repairs, the fixed lump sum price of _____ (Lump Sum Price in Words)	= \$ <u>5,000.00</u>
TOTAL BASE BID - FOR RFR COMPARISON BASED UPON ESTIMATED QUANTITIES		\$ _____

The undersigned Responding party acknowledges receipt of addenda nos. _____.

Please write out all addenda. For example, for three (3) addenda issued, please write out "1,2, and 3." Do not write "1-3" or "3."

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response 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 Responder.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder 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. Responder has not defaulted on any Contract within the last five (5) years.
- H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)
- I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.

- K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Responder 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. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned certifies, under penalties of perjury, that this Response 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 Responding 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 Responding 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 RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding 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 Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR 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 Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding 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 Responding 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 Responding 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 Responses.

The Responding 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 Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

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
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:
Description of Work: Request for Responses/Springvale Well No. 2 Rehabilitation
City/Town: NATICK
Job Location: 1080 Worcester Road, 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
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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)	08/01/2019	\$52.26	\$10.75	\$20.70	\$0.00	\$83.71
BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2020	\$52.86	\$10.75	\$20.70	\$0.00	\$84.31
	08/01/2020	\$54.21	\$10.75	\$20.85	\$0.00	\$85.81
	02/01/2021	\$54.81	\$10.75	\$20.85	\$0.00	\$86.41
	08/01/2021	\$56.21	\$10.75	\$21.01	\$0.00	\$87.97
	02/01/2022	\$56.79	\$10.75	\$21.01	\$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 - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.13	\$10.75	\$20.70	\$0.00	\$57.58
2	60	\$31.36	\$10.75	\$20.70	\$0.00	\$62.81
3	70	\$36.58	\$10.75	\$20.70	\$0.00	\$68.03
4	80	\$41.81	\$10.75	\$20.70	\$0.00	\$73.26
5	90	\$47.03	\$10.75	\$20.70	\$0.00	\$78.48

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$10.75	\$20.70	\$0.00	\$57.88
2	60	\$31.72	\$10.75	\$20.70	\$0.00	\$63.17
3	70	\$37.00	\$10.75	\$20.70	\$0.00	\$68.45
4	80	\$42.29	\$10.75	\$20.70	\$0.00	\$73.74
5	90	\$47.57	\$10.75	\$20.70	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$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 <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
	03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
	09/01/2020	\$43.15	\$9.40	\$18.95	\$0.00	\$71.50
	03/01/2021	\$43.75	\$9.40	\$18.95	\$0.00	\$72.10
	09/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
	03/01/2022	\$45.00	\$9.40	\$18.95	\$0.00	\$73.35
	09/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
	03/01/2023	\$46.25	\$9.40	\$18.95	\$0.00	\$74.60

Classification

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.95	\$9.40	\$1.73	\$0.00	\$32.08
2	60	\$25.14	\$9.40	\$1.73	\$0.00	\$36.27
3	70	\$29.33	\$9.40	\$13.76	\$0.00	\$52.49
4	75	\$31.43	\$9.40	\$13.76	\$0.00	\$54.59
5	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
6	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
7	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33
8	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.25	\$9.40	\$1.73	\$0.00	\$32.38
2	60	\$25.50	\$9.40	\$1.73	\$0.00	\$36.63
3	70	\$29.75	\$9.40	\$13.76	\$0.00	\$52.91
4	75	\$31.88	\$9.40	\$13.76	\$0.00	\$55.04
5	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
6	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
7	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87
8	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$54.22/ 7&8 \$60.14

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88
CARPENTERS -ZONE 2 (Wood Frame)						

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Wood Frame) - Zone 2

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 \$19.65/ 3&4 \$27.19/ 5&6 \$34.50/ 7&8 \$37.29

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2019	\$43.99	\$12.75	\$22.41	\$0.62	\$79.77
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.00	\$12.75	\$15.41	\$0.00	\$50.16
2	60	\$26.39	\$12.75	\$17.41	\$0.62	\$57.17
3	65	\$28.59	\$12.75	\$18.41	\$0.62	\$60.37
4	70	\$30.79	\$12.75	\$19.41	\$0.62	\$63.57
5	75	\$32.99	\$12.75	\$20.41	\$0.62	\$66.77
6	80	\$35.19	\$12.75	\$21.41	\$0.62	\$69.97
7	90	\$39.59	\$12.75	\$22.41	\$0.62	\$75.37

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	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)	08/01/2019	\$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)	08/01/2019	\$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)	08/01/2019	\$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

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 ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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

ELEVATOR CONSTRUCTOR HELPER	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
<i>LABORERS - ZONE 2</i>	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
<i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
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"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone 2							
Effective Date - 07/01/2019							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28	
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07	
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60	
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13	
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61	
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15	
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68	
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74	

Effective Date - 01/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
SHEETMETAL WORKERS LOCAL 17 - A	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)	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
ELECTRICIANS LOCAL 103						

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
SHEETMETAL WORKERS LOCAL 17 - A	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) 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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC 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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16
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Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.00	\$8.00	\$23.50	\$0.00	\$59.50
2	70	\$32.66	\$8.00	\$23.50	\$0.00	\$64.16
3	75	\$35.00	\$8.00	\$23.50	\$0.00	\$66.50
4	80	\$37.33	\$8.00	\$23.50	\$0.00	\$68.83
5	85	\$39.66	\$8.00	\$23.50	\$0.00	\$71.16
6	90	\$41.99	\$8.00	\$23.50	\$0.00	\$73.49

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
LABORERS - ZONE 2	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
<i>LABORERS - ZONE 2</i>	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
<i>LABORERS - ZONE 2</i>	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
<i>LABORERS - ZONE 2</i>	12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
<i>LABORERS - ZONE 2</i>	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$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 <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$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 - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
	08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
	02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
	08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
	02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
	12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
	12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
	06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
	12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
	12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

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

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) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New							
Effective Date - 07/01/2019							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55		\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60		\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65		\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70		\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75		\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80		\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90		\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

		Effective Date -					
01/01/2020							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55		\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60		\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65		\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70		\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75		\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80		\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90		\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
	07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
	01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER LOCAL 56 (ZONE 1)						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

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	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
PIPEFITTERS LOCAL 537	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

Apprentice - *PIPEFITTER - Local 537*

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

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$64.20, Step5 with lic\$71.67

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
PIPEFITTERS LOCAL 537	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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - Dauphinis (Bellingham)	01/01/2019	\$23.75	\$10.56	\$2.50	\$0.00	\$36.81
	12/01/2019	\$24.00	\$10.56	\$2.50	\$0.00	\$37.06
	01/01/2020	\$24.00	\$11.01	\$2.50	\$0.00	\$37.51
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$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	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

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	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
SHEETMETAL WORKERS LOCAL 17 - A	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

Apprentice - SHEET METAL WORKER - Local 17-A

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

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
5	52	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
6	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
7	60	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
8	65	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
9	75	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
10	85	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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>	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
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 I</i>	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 - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$11.15	\$0.00	\$41.79
2	40	\$24.19	\$9.47	\$11.80	\$0.00	\$45.46
3	45	\$27.22	\$9.47	\$12.45	\$0.00	\$49.14
4	50	\$30.24	\$9.47	\$13.10	\$0.00	\$52.81
5	55	\$33.26	\$9.47	\$13.75	\$0.00	\$56.48
6	60	\$36.29	\$9.47	\$14.40	\$0.00	\$60.16
7	65	\$39.31	\$9.47	\$15.05	\$0.00	\$63.83
8	70	\$42.34	\$9.47	\$15.70	\$0.00	\$67.51
9	75	\$45.36	\$9.47	\$16.35	\$0.00	\$71.18
10	80	\$48.38	\$9.47	\$17.00	\$0.00	\$74.85

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.69	\$9.47	\$11.15	\$0.00	\$42.31
2	40	\$24.79	\$9.47	\$11.80	\$0.00	\$46.06
3	45	\$27.89	\$9.47	\$12.45	\$0.00	\$49.81
4	50	\$30.99	\$9.47	\$13.10	\$0.00	\$53.56
5	55	\$34.09	\$9.47	\$13.75	\$0.00	\$57.31
6	60	\$37.19	\$9.47	\$14.40	\$0.00	\$61.06
7	65	\$40.29	\$9.47	\$15.05	\$0.00	\$64.81
8	70	\$43.39	\$9.47	\$15.70	\$0.00	\$68.56
9	75	\$46.49	\$9.47	\$16.35	\$0.00	\$72.31
10	80	\$49.58	\$9.47	\$17.00	\$0.00	\$76.05

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	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$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 OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 LABORERS (COMPRESSED AIR)	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone)	09/01/2019	\$28.83	\$8.75	\$1.86	\$0.00	\$39.44
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables)	09/01/2019	\$40.84	\$8.75	\$10.02	\$0.00	\$59.61
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL	09/01/2019	\$33.64	\$8.75	\$9.86	\$0.00	\$52.25
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	09/01/2019	\$26.43	\$8.75	\$1.79	\$0.00	\$36.97
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL)	09/01/2019	\$40.84	\$8.75	\$14.10	\$0.00	\$63.69
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL)	09/01/2019	\$36.04	\$8.75	\$10.65	\$0.00	\$55.44
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN	09/01/2019	\$21.62	\$8.75	\$1.65	\$0.00	\$32.02
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$22.25	\$9.25	\$1.67	\$0.00	\$33.17
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.)	09/01/2019	\$26.43	\$8.75	\$1.79	\$0.00	\$36.97
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN	09/01/2019	\$48.05	\$8.75	\$17.19	\$0.00	\$73.99
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$28.83	\$8.75	\$3.36	\$0.00	\$40.94
2	65	\$31.23	\$8.75	\$3.44	\$0.00	\$43.42
3	70	\$33.64	\$8.75	\$3.51	\$0.00	\$45.90
4	75	\$36.04	\$8.75	\$5.08	\$0.00	\$49.87
5	80	\$38.44	\$8.75	\$5.15	\$0.00	\$52.34
6	85	\$40.84	\$8.75	\$5.23	\$0.00	\$54.82
7	90	\$43.25	\$8.75	\$7.30	\$0.00	\$59.30

Effective Date - 08/30/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA LINEMAN/EQUIPMENT OPERATOR	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TREE TRIMMER	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground.						
This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.18	\$12.00	\$0.00	\$0.00	\$61.18
	12/01/2019	\$50.33	\$12.00	\$0.00	\$0.00	\$62.33
	06/01/2020	\$51.43	\$12.00	\$0.00	\$0.00	\$63.43
	12/01/2020	\$52.58	\$12.00	\$0.00	\$0.00	\$64.58
	06/01/2021	\$53.68	\$12.00	\$0.00	\$0.00	\$65.68
	12/01/2021	\$54.83	\$12.00	\$0.00	\$0.00	\$66.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$0.00	\$0.00	\$44.28
	12/01/2019	\$33.07	\$12.00	\$0.00	\$0.00	\$45.07
	06/01/2020	\$33.82	\$12.00	\$0.00	\$0.00	\$45.82
	12/01/2020	\$34.60	\$12.00	\$0.00	\$0.00	\$46.60
	06/01/2021	\$35.35	\$12.00	\$0.00	\$0.00	\$47.35
	12/01/2021	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$68.52	\$9.90	\$0.00	\$0.00	\$78.42
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$0.00	\$0.00	\$58.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$73.41	\$9.90	\$0.00	\$0.00	\$83.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2019	\$22.50	\$7.85	\$0.00	\$0.00	\$30.35
	12/01/2019	\$23.50	\$7.85	\$0.00	\$0.00	\$31.35
	06/01/2020	\$23.50	\$7.85	\$0.00	\$0.00	\$31.35
	12/01/2020	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
	06/01/2021	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
	12/01/2021	\$24.50	\$7.85	\$0.00	\$0.00	\$32.35
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER	08/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.08	\$12.41	\$0.00	\$0.00	\$46.49
	06/01/2020	\$34.98	\$12.41	\$0.00	\$0.00	\$47.39
	08/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	12/01/2020	\$34.98	\$12.91	\$0.00	\$0.00	\$47.89
	06/01/2021	\$35.78	\$12.91	\$0.00	\$0.00	\$48.69
	08/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)	06/01/2019	\$48.18	\$12.00	\$0.00	\$0.00	\$60.18
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$0.00	\$0.00	\$61.33
	06/01/2020	\$50.43	\$12.00	\$0.00	\$0.00	\$62.43
	12/01/2020	\$51.58	\$12.00	\$0.00	\$0.00	\$63.58
	06/01/2021	\$52.68	\$12.00	\$0.00	\$0.00	\$64.68
	12/01/2021	\$53.83	\$12.00	\$0.00	\$0.00	\$65.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2019	\$32.28	\$12.00	\$0.00	\$0.00	\$44.28
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$0.00	\$0.00	\$45.07
	06/01/2020	\$33.82	\$12.00	\$0.00	\$0.00	\$45.82
	12/01/2020	\$34.60	\$12.00	\$0.00	\$0.00	\$46.60
	06/01/2021	\$35.35	\$12.00	\$0.00	\$0.00	\$47.35
	12/01/2021	\$36.14	\$12.00	\$0.00	\$0.00	\$48.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE	06/01/2019	\$47.69	\$12.00	\$0.00	\$0.00	\$59.69
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$0.00	\$0.00	\$60.83
	06/01/2020	\$49.91	\$12.00	\$0.00	\$0.00	\$61.91
	12/01/2020	\$51.05	\$12.00	\$0.00	\$0.00	\$63.05
	06/01/2021	\$52.14	\$12.00	\$0.00	\$0.00	\$64.14
	12/01/2021	\$53.28	\$12.00	\$0.00	\$0.00	\$65.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	08/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2019	\$34.54	\$12.41	\$0.00	\$0.00	\$46.95
	06/01/2020	\$35.44	\$12.41	\$0.00	\$0.00	\$47.85
	08/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	12/01/2020	\$35.44	\$12.91	\$0.00	\$0.00	\$48.35
	06/01/2021	\$36.24	\$12.91	\$0.00	\$0.00	\$49.15
	08/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65



Department of Labor Standards

Prevailing Wage Program

Confirmation

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

Please note the wage request number **20191002-056** for future inquiries.

[Request another official Wage Schedule](#)

[Return to Prevailing Wage Website](#)

**ATTACHMENT
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)**

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 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," the "Town," or the "Owner"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to rehabilitation of Springvale Well No. 2 in the Town of Natick, as set forth in the Request for Responses Related to Rehabilitation of Springvale Well No. 2 in the Town of Natick, Massachusetts ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The Contractor shall commence work upon the issuance of a Notice to Proceed by the Town (estimated to be on or about December 4, 2019). The work will be complete ninety (90) days following the issuance of the Notice to Proceed. Should the work not complete within ninety (90) days following the issuance of the Notice to Proceed, the Contractor shall pay to the Town the sum of four hundred dollars and zero cents (\$400.00) per day, as liquidated damages, and not as a penalty, until such time as the work is complete.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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 RFR (if any)
Fourth Priority:	RFR
Fifth Priority:	Contractor's Response.

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 Response, a copy of which is attached hereto and incorporated by reference.

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

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

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

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

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Responses, 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 Rehabilitation of
Springvale Well No. 2 in the Town of Natick

Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warranted against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

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

8. **Insurance**

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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick and Haley & Ward, Inc., 63 Great Road, Maynard, MA 01754 (the Town's Engineer for the Project) shall be named as additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

and excess liability insurance, umbrella form, which indicate that the Town of Natick and Haley & Ward, Inc. are named as additional insureds on each such policy.

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

9. Indemnification

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

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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 RFR and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, 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

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the 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 shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

19. Termination

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

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.
- 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.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 Response 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 Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 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.

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick

- 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 Services Related to Rehabilitation of
Springvale Well No. 2 in the Town of Natick**

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

by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Richard P. Jennett, Jr.

Karen Adelman-Foster

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to Rehabilitation of
Springvale Well No. 2 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 hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**ATTACHMENT
SPECIFICATIONS
(SEE ATTACHED DOCUMENT.)**

SECTION 02674

GRAVEL PACKED WELL RECONDITIONING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide labor equipment and materials necessary to recondition the existing well utilizing conventional chemical rehabilitation process as required by the Contract Documents.
- B. In general, the work shall consist of but not necessarily be limited to the following in the order listed:
 - 1. Removal of pitless adaptor cap, level transducer submersible pump and motor
 - 2. Television inspection of the casing and well screen
 - 3. Furnish electrical power for Contractor's well cleaning pump either with a generator or a pump control panel connected to the existing breaker for the VFD. Existing variable frequency drive (VFD) is not available for Contractor's pump. VFD is available for pre and post work testing with Owner's motor and pump only.
 - a. Furnish generator as an alternative to connection to Town's 3 phase power.
 - 4. Disinfection and steam cleaning of well cleaning equipment prior to entry into well.
 - 5. Chemical redevelopment of the gravel pack and well screen and surging
 - 6. Pump tests and associated report after each phase of redevelopment
 - 7. Disposal, neutralization and dechlorination of waste discharge
 - 8. Disassembly and inspection of existing submersible pump.
 - a. Complete repairs where necessary, as approved by Owner.
 - 9. Send motor to motor shop for testing and inspection.
 - 10. Reinstallation of existing submersible pump and motor
 - 11. Installation of town furnished level transducer
 - 12. Reconnection of the pitless adaptor and motor leads
 - 13. Coliform and iron bacteria sampling and analyses.
 - a. Prior to cleaning and after cleaning
 - 14. Disinfection of well

1.2 GENERAL

- A. All work shall be completed in accordance with applicable Federal, State and local codes. The Contractor shall be responsible for securing required permits.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

- B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.
- C. The Contractor shall conduct all work in a first-class workmanlike manner, and he/she shall use reasonable and appropriate care and skill in the performance of the work under this Section.

1.4 COORDINATION

- A. Work shall be scheduled and coordinated with Owner's personnel to allow proper operation and shutdown of the well.
 - 1. Minimizing the downtime of the well is of the uttermost importance. The Contractor shall take the necessary steps to insure that his/her operation meets this requirement.
- B. Work shall proceed on a continuous basis until all work is complete.

1.5 EXISTING WELL DATA

- A. Existing pump and motor data: See drawing in appendix for well elevation detail.
 - 1. Pump: Goulds 10 RJLC
 - a. Design point: 1600 GPM @ 90' TDH
 - b. Stages: 1
 - c. Speed: 3450 RPM
 - d. Pump setting: 64'-7" from top of pitless adapter
 - e. Column: 6" diameter
 - 2. Motor: Centri Pro submersible motor 2012
 - a. Horsepower: twenty five (25)
 - b. Voltage: 460 volts, three (3) phase, sixty (60) hertz
 - c. Control: Variable frequency drive
- B. Existing Well Data
 - 1. Year installed: 1999
 - 2. Type: Replacement well – pitless adaptor
 - 3. Diameter: twelve inch (12")
 - 4. Screen length: Eighteen Feet (18')
 - 5. Depth: 80' Below top of pitless adapter
 - 6. Original specific capacity: 22.6 gpm/v.f. at 270 gpm:
 - 7. 2011 Specific Capacity: 20.7 gpm/v.f. at 618
 - 8. 2012 Specific Capacity: 18.15 gpm/v.f. at 305 gpm before cleaning
 - 9. 2012 Specific Capacity: 22.3 gpm/v.f. at 520 gpm after cleaning

PART 2 - MATERIALS

2.1 CONVENTIONAL WELL REHABILITATION CHEMICALS

- A. Acid Treatment
 - 1. 75% 20° Baume Hydrochloric Acid (35.97% strength)
 - 2. 25% Glycolic Acid (70% strength)
 - 3. Inhibited (to prevent damage to casing)
 - 4. Stabilizer as needed
- B. Chlorine
 - 1. Calcium Hypochlorite
 - 2. Sodium Hypochlorite
- C. Chlorine Neutralizer
 - 1. Sodium Bisulfate or equal.
- D. pH adjustment chemical
 - 1. Sodium Hydroxide, Soda Ash, Potassium Hydroxide

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall deliver to the site all equipment and materials necessary to perform the work as specified.
- B. The well rehabilitation process will proceed in the following steps.
 - 1. Perform well and pump performance test.
 - 2. Remove pumping equipment from well.
 - 3. Send pump and column off to contractor's shop for disassembly cleaning, inspection and reassembly.
 - 4. Obtain wash sample and slime sample from pump and send to laboratory for iron bacteria analysis.
 - 5. Contractor to inspect well utilizing a close circuit camera system.
 - 6. Insert nylon brushes into well and clean casing and screen.
 - 7. Rate well
 - 8. Complete conventional chemical well rehabilitation.
 - 9. Rate well
 - 10. Contractor to inspect well utilizing a close circuit camera system.
 - 11. Install owner's pumping equipment and test well and pump.
 - 12. Contractor to submit typed well rehabilitation report.

3.2 SURGING AND PUMPING EQUIPMENT

- A. A cable tool drilling machine shall be provided with a walking beam which provides a reciprocating surge action, set-up to provide a stroke length of 3-feet and frequency of approximately 35 strokes per minute. Other equipment providing the same performance will be accepted.
- B. Surge line shall include a vertical turbine pump capable of discharging 600 gpm with a water level of 30 feet below the ground.
- C. Electrical power for well rehabilitation pump-motor to be provided by the contractor. Use of the existing variable frequency drive will not be allowed for powering well rehabilitation pump-motor.
- D. Surging shall be accomplished through use of a surge block concentrator which allows isolation of individual sections of the well screen during development. Concentrator device shall be equipped with a check valve assembly at the bottom, and be constructed to withdraw water during wet surging from between the two bottom surge blocks. Surge blocks shall be fabricated for the casing and screen size, placed at 2.5-feet intervals.
- E. Pump rate for final development and well testing shall be 600 gpm at a minimum.
- F. Well shall be initially rated prior to treatment utilizing existing pump, after each treatment utilizing Contractor's pump, after all treatments are completed for final development utilizing Contractor's pump, and utilizing reinstalled pump. The pump to be utilized during final development must have a capacity at least equal to existing pump.

3.3 FLOW RATING EQUIPMENT

- A. An orifice shall be utilized to rate flow, using the sharp edge type, various units to test from 200-1,000 gpm.

3.4 EQUIPMENT DISINFECTION

- A. Equipment disinfection barrel shall be 55 gallons in size.
- B. All equipment shall be disinfected prior to being placed in well for well cleaning.
- C. All equipment to be steamed cleaned at site prior to being placed into well.

3.5 NEUTRALIZATION TANK

- A. A minimum 1,000 gallon ground level neutralizing tank with pumps and equipment to neutralize and discharge the waste shall be provided, sized for this particular application.
- B. Neutralization tank to be installed a minimum of 400 feet from the well to the south on top of the hill, approximate 30 foot elevation difference between grades.

- C. Contractor to provide hay bales and plastic to displace the discharge water to prevent washout of vegetation on the hill.
- D.

3.6 PUMP REMOVAL AND REPLACEMENT

- A. Prior to removal of pumping equipment, the Contractor shall conduct a pump test to determine present specific capacity and shall record electrical readings (amps, volts, etc.). Contractor shall also confirm existing well, pump and motor data, prior to start of any work.
 - 1. Pre cleaning tests shall be performed on the pump and motor by operating at shutoff, 200 gpm and 600 gpm or maximum available rate. After well stabilization the specific capacity shall be determined at the highest possible withdrawal rate of the well.
 - 2. The Contractor shall carefully disconnect and remove pitless adaptor, column, pump and motor.
 - 3. The submersible pump and column shall be removed and delivered to Contractor's shop for disassembly, cleaning and inspection.
 - 4. The electric motor cooling water reservoir shall be checked at the site to insure it is holding water. Contractor to drain cooling water from reservoir and motor shall wrapped in plastic and left in pump house.
 - 5. Well level transducer shall be removed from well disconnected and stored in pump station in a 5 gallon bucket of water.

3.7 TELEVISION INSPECTION

- A. The Contractor shall provide and operate a television camera specifically manufactured for the inspection of well screens along with a video recorder. The camera shall have the capability of providing a representative view of the vertical walls of the casing and well screen.
 - 1. The camera shall be slowly lowered into the well, and the Contractor shall provide an audio description of the depth and observations. The camera shall be positioned at appropriate increments to provide a representative view of the casing and screen. A small pump may be required to clear the well during the TV inspection.
 - 2. Well shall inspected twice, once prior to and once after the conventional cleaning.
 - 3. The Contractor shall provide the Owner with a recording of the pre and post TV work, on a digital video disk (DVD) format.

3.8 IRON BACTERIA TESTING

- A. Contractor shall obtain a well water sample prior to cleaning and slime sample from pump and have both analyzed for iron bacteria.
- B. Contractor to obtain a water sample during final testing of re-installed pump and have it analyzed for iron bacteria.

3.9 SCREEN SCRUBBING

- A. Prior to chemical injection, the Contractor shall insert a nylon brush into the well and down into the screen.
 - 1. Outside diameter of brush shall be slightly larger than the inside diameter of the well screen.
 - 2. Contractor to rotate brush and the well dry surged and pumped to waste to remove the dislodged encrustations for four (4) hours.

3.10 CONVENTIONAL CHEMICAL TREATMENT

- A. The Contractor shall place chemicals into the wells as specified to remove incrustations and bacteria build-up from the well screen and gravel pack.
 - 1. Chemical waste solutions shall be pumped to a holding tank for neutralization.
 - 2. Method of neutralization of acid and chlorine treatments shall be submitted for review.
 - 3. The Contractor shall use an appropriate feed pump to inject the appropriate chemicals into the water being pumped to waste to achieve neutralization/dechlorination. Pump shall be of sufficient size for application.
 - 4. The forms attached to this specification shall be used by the Contractor to record pH and chlorine concentrations entering and discharging from the holding tank/basin.

3.11 ACID TREATMENT

- A. Induce a solution of muriatic and hydroxyacetic acid mixed in a ratio of 75% 20° Baume hydrochloric Acid and 25% glycolic Acid into the well as required to obtain a pH of 2.0 in the well.
 - 1. An inhibitor shall be added to the acid to reduce damage to steel components.
 - 2. A chelating or sequestering agent may be added to the acid to keep dissolved materials in solution.
 - 3. Acid solution shall be introduced to the well utilizing an induction pipe starting 1 foot from the well bottom where 1/4 of the solution shall be dispersed and then agitated for 15 minutes. Continue this process for each 2-foot interval of well screen.
 - 4. Well shall be dry surged for 4 hours upon completion of the acid placement.
 - 5. Well solution shall be checked after 1 hour for a pH of 2.0.
 - 6. Additional acid shall be introduced into the well if a pH of 2.0 is not present.
 - 7. Upon completion of acid introduction and dry surging of the well, acid shall be left overnight and then well shall be pumped to the holding tank for neutralization of 6.5 pH and then pumped to a designated area 400 feet from the well.

8. The Contractor shall use a chemical feed pump to inject sodium hydroxide, or other similar chemical to achieve neutralization. The forms contained attached to these specifications shall be used to record pH levels.
9. Well shall be dry surged and pumped to discharge for a period of four (4) additional hours. The well shall then be pump tested for 1/2-hour to determine specific capacity.

3.12 CHLORINE TREATMENT

- A. Induce a solution of chlorine into the well to provide a free chlorine residual at 200 mg/l in well.
 1. The induction pipe shall be installed at an elevation of 2 feet above the bottom of the wells, and raised proportionally to the top of the screen during the duration of injection allowing the chlorine to be evenly distributed across the entire well screen while agitating.
 2. Upon completion of the chlorine injection, water shall be added to the well at a rate of 5 gallons per minute and well shall be dry surged for one hour.
 3. At one hour, the well solution shall be checked for concentration and chlorine solution shall be added as before to obtain a chlorine concentration of 500 mg/l in the well.
 4. Well shall be left for a period of approximately 12 hours with a feed of fresh water applied at 5 gallons per minute.
 5. The well shall be again dry surged for a period of 2 hours.
 6. The well shall be pumped to the dechlorination tank and the chlorine solution monitored and neutralized, discharging to waste. The well shall be wet surged and pumped to discharge for a period of 6 additional hours.
 7. During the final chlorine treatments, the well shall be pumped to waste until the chlorine concentration is 0.0 mg/l.
 8. The chlorinated water pumped to waste shall be discharged into a holding tank or detention basin and dechlorinated to a residual of 0.0 mg/l at which time it will be discharged 400 feet from the well. The well shall then be pump tested for 1/2-hour to determine specific capacity.
 9. The Contractor shall use a chemical feed pump to inject sodium bisulfate, or other similar chemical to achieve dechlorination. The forms contained in the Appendix shall be used to record chlorine concentrations.

3.13 ADDITIONAL PUMPING/SURGING WELLS

- A. Contractor shall provide an hourly cost for wet surging and discharge to waste over that as specified under each treatment type for wet/dry surging.
 1. If the Engineer determines that additional surging and pumping will be beneficial then the contractor will increase the time over specified and will be compensated based on this item.
 2. If less time is required for one particular treatment process but more hours are required for another treatment process, the hours will be transferred to the additional time and not be considered under the additional surging and pumping item.

3.14 WELL PUMPING TEST DATA

- A. Well pumping test shall be completed before and after the treatment, and after each phase of the redevelopment for the purpose of determining the success of each treatment.
 - 1. Water shall be pumped at a minimum rate of 600 gpm, and discharge measured through an orifice.
 - 2. Flow versus drawdown measurement shall be taken at 10-minute intervals for a 1/2-hour period.
 - 3. Results of the measurements shall be recorded and a formal report submitted to the Owner.
- B. Once the treatment process is complete, the pumping equipment shall be reinstalled. The equipment shall be reconnected and tested.
 - 1. After the installation of the equipment, tests shall be performed on the pump and motor by operating at shutoff, 200gpm, 400 gpm and 600 gpm or maximum available rate.
 - 2. After well stabilization the specific capacity shall be determined at the highest possible withdrawal rate of the well.
 - 3. Contractor shall record data during the pump test to determine present specific capacity and shall also record electrical readings (amps, volts, etc.)

3.15 WELL AND EQUIPMENT DISINFECTION

- A. The contractor is responsible for providing a completely disinfected well and pumping equipment. Alternative chemicals and methodologies may be utilized provided it results in a disinfected well and two consecutive negative bacteria samples.
- B. Disinfection of pumping equipment
 - 1. Contractor shall supply a disinfection barrel on the job site and shall maintain a solution of two hundred (200) ppm chlorine for disinfection of equipment to be utilized in the well.
 - 2. Three (3) pounds of calcium-hypochlorite (sixty-five percent (65%) available chlorine) in a water solution shall be placed in the well as the well and the pump are installed.
- A. Disinfection of Well
 - 1. Contractor shall disinfect the well after performance testing with a solution of calcium or sodium hypochlorite, which shall be pumped to waste.
 - 2. All surfaces above the static water level shall be flushed or washed with the sterilizing solution. Following the re-installation of the pump, the well shall be left in static condition for a minimum of four (4) hours.
 - 3. Following the four (4)-hour period, the well shall be pumped to waste until the discharge contains a chlorine concentration of less than 1 ppm (mg/l).

4. Contractor shall properly discharge the solution to waste, with neutralizing chemicals, until chlorine concentration is non-detectable.
5. Contractor to assist the Owner in collecting a sample, and Owner shall submit same to their State Certified Laboratory for coliform bacteria, background bacteria and Heterotopic plate count (HPC).
6. A second sample shall be collected 24 hours after the first and analyzed for coliform bacteria background bacteria and HPC count.
7. A minimum of two (2) consecutive negative sample results shall be required prior to acceptance, this must include zero background and a HPC <150.
8. If presence of coliform bacteria, background bacteria or HPC >150 is detected, disinfection and testing shall be repeated at the cost of the contractor until two consecutive negative samples are received.
9. If iron bacteria is present in the well post well rehabilitation, but not in the pre well rehabilitation sample, the contractor, at his own expense, shall treat the well with a high strength chlorine solution or a high temperature treatment. Both without the town's pumping equipment in the well.

3.16 REPORT

1. The Contractor shall provide a typewritten report upon completion of the work, indicating the following.
 - a. Treatment methodologies utilized,
 - b. Type and amount of chemicals utilized,
 - c. Time of each treatment including contact time in well,
 - d. Pumping to waste and surging times for each treatment
 - e. Pre well rehabilitation pump and well test results
 - f. Well tests following each treatment,
 - g. Final well and pump test results.
 - i. Final well and pump test results to include well specific capacity, drawdown, pump rate, volts and amperage for each test point
 - h. Pumping equipment repairs, if any, that were completed.

END OF SECTION

APPENDIX A

WELL ELEVATION DETAIL

3R

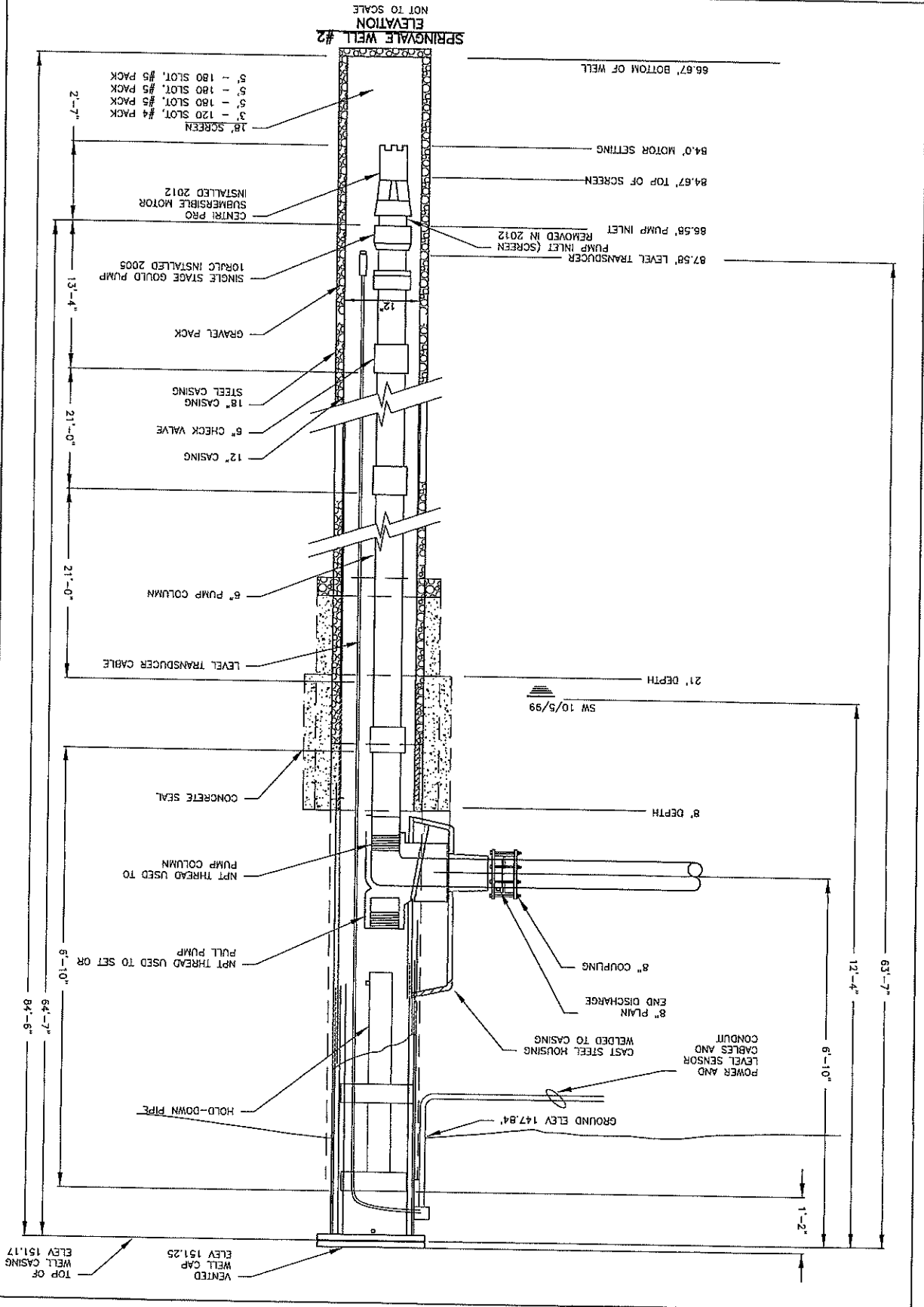
DWG. NO.

SHEET NO.: 3	CHECKED DATE	BY
DATE: MARCH 2012	REVIEWED DATE	BY
SCALE: NONE	DATE	BY
CONTRACT NO.: 131		
DRAWN BY: GJE		
FILE NO.: SPRINGVALE #2		

Halley and Ward, Inc.
25 FOX ROAD
WALTHAM, MASSACHUSETTS 02451-1066
PHONE: (781) 890-3980
FAX: (781) 890-1491
www.halleyward.com

SPRINGVALE NO. 2 WELL RECORD

TOWN OF NATICK, MASSACHUSETTS
BOARD OF SELECTMEN



APPENDIX B

pH field recording forms

Chlorine field recording forms

SPRINGVALE WELL NO. 2
1080 WORCESTER STREET, NATICK, MA 01760
LOG OF PH LEVELS ENTERING AND LEAVING HOLDING TANK/BASIN

Well:	Springvale No. 2
Date:	
Starting Time:	

Time (Min. After Start)	pH		Notes
	Entering Basin	Leaving Basin	
0:00			
0:05			
0:10			
0:15			
0:20			
0:25			
0:30			
0:35			
0:40			
0:45			
0:50			
0:55			
1:00			
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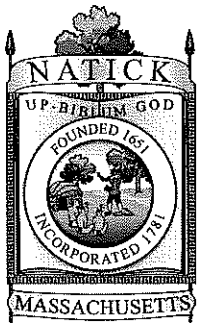
3:30			
3:45			
4:00			
4:15			
4:30			
4:45			
5:00			

SPRINGVALE WELL NO. 2
1080 WORCESTER STREET, NATICK, MA 01760
LOG OF CHLORINE LEVELS ENTERING AND LEAVING HOLDING TANK/BASIN

Well:	Springvale No. 2
Date:	
Starting Time:	

Time (Min. After Start)	Chlorine		Notes
	Into Basin	Out of Basin	
0:00			
0:05			
0:10			
0:15			
0:20			
0:25			
0:30			
0:35			
0:40			
0:45			
0:50			
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1:00			
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4:15			
4:30			
4:45			
5:00			



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: October 31, 2019

SUBJECT: CONTRACT AWARD
Streetlight Maintenance

On October 24, 2019, sealed bids were received in response to the Town of Natick's IFB for streetlight maintenance in the Town of Natick. Such services lie outside the Town's warranty work for existing lights. Bids were received from four (4) bidders. (See attached.) Bids were solicited for a one (1)-year contract, with two (2) one (1)-year renewal option years, upon an hourly rate basis, assuming the following historical average requirements (given by Mr. Marsette):

- Two (2) underground pole knockdowns per year, including the delivery of two (2) poles and eight (8) hours of emergency "electrical" make safe;
- Two (2) overhead pole knockdowns per year, including the delivery of two (2) poles and eight (8) hours of emergency "electrical" make safe;
- Eighty (80) hours of labor per year (50 street light outages, 15 photocell replacements, miscellaneous repairs);
- Thirty (30) installations of new street lights (electrical connections by the Utility);
- One hundred (100) feet of underground conduit and underground wire replacement. Excavation will be completed by the Town;
- One hundred (100) feet of overhead wire replacement; and
- Twenty-five (25) fixture and arm relocations from old poles to new per year caused by pole change outs by the local utility company.

The lowest bid, in the amount of one hundred twelve dollars and zero cents (\$112.00) per hour, was received from Coviello Electric & General Contracting, Inc. ("Coviello"). After reviewing references and background (Coviello is our incumbent vendor), it has been determined that Coviello is a responsible and eligible bidder.

The contract will commence January 17, 2020 - to commence the day following the expiration of the current contract for streetlight maintenance.

We recommend that the Natick Board of Selectmen award the contract to Coviello for the amount of its bid.

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

Bids Received:	10/24/19
Newspaper Advertisement:	10/04/19
<u>(MetroWest Daily News)</u>	
Website Posting:	10/01/19
Town Hall Posting:	10/01/19
COMMBUYS Posting	10/01/19
<u>Central Register</u> Publication:	10/09/19

Funding information: Natick Public Works Operating Budget Approximately \$20,000/Year.

IFB Opening Form

BIDS -Streetlight Maintenance Services

Date & Time: October 24, 2019, 2:00 P.M.

[illegible]

Witness Signature:

TOWN OF NATICK, MASSACHUSETTS

CONTRACT FOR STREETLIGHT MAINTENANCE SERVICES

This Contract is made this eighteenth day of November, 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 Coviello Electric and General Contracting, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 55 Concord Street, North Reading, MA 01864 (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 streetlight maintenance services, as set forth in the Invitation for Bids for Streetlight Maintenance Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as January 17, 2020, 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 the Invitation for Bids/Order of Priority of Contract Documents

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

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

Fourth Priority: IFB
Fifth Priority: Contractor's Bid.

5. Payment

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

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

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

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

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

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

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

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

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- 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 Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes

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

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include

unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

If to the Town: William D. Chenard
Deputy Town Administrator - Operations
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: Coviello Electric and General Contracting, Inc.
55 Concord Street
North Reading, MA 01864.

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

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

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

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Coviello Electric and General Contracting, Inc.

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:

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: _____

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.)



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 042597470

[Request certificate](#)

[New search](#)

Summary for: **COVIELLO ELECTRIC AND GENERAL CONTRACTING CO., INC.**

The exact name of the Domestic Profit Corporation: COVIELLO ELECTRIC AND GENERAL CONTRACTING CO., INC.

Entity type: Domestic Profit Corporation

Identification Number: 042597470

Old ID Number:

Date of Organization in Massachusetts:
05-08-1979

Last date certain:

Current Fiscal Month/Day: 10/31

Previous Fiscal Month/Day: 10/31

The location of the Principal Office:

Address: 55 CONCORD STREET

City or town, State, Zip code, NORTH READING, MA 01864 USA
Country:

The name and address of the Registered Agent:

Name: JARED COVIELLO

Address: 55 CONCORD STREET

City or town, State, Zip code, NORTH READING, MA 01864 USA
Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	SERGIO COVIELLO	55 SPRUCE RD.,NO. READING, MA USA
TREASURER	JARED COVIELLO	31 WRIGHT STREET NORTH READING, MA 01864 USA
SECRETARY	SHARON COVIELLO	55 SPRUCE RD.,NO. READING, MA USA
VICE PRESIDENT	ADAM COVIELLO	17 OLDE FARM LANE NORTH READING, MA 01864 USA
DIRECTOR	SERGIO COVIELLO	55 SPRUCE RD.,NO. READING, MA 01864 USA
DIRECTOR	JARED COVIELLO	31 WRIGHT STREET NORTH READING, MA 01864 USA
DIRECTOR	ADAM COVIELLO	17 OLDE FARM LANE NORTH READING, MA 01864 USA

Business entity stock is publicly traded:

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

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	1,000	\$ 0.00	1,000

☐ Consent
 ☐ Confidential Data
 ☐ Merger Allowed
 ☐ Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

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

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

Town of Natick

Invitation for Bids

Streetlight Maintenance



SEALED BIDS will be received:

Date: October 24, 2019

Time: 2:00 P. M. local time

Place: Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Coviello Electric and General Contracting Co., Inc.
55 Concord St, North Reading MA 01864

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company

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

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Natick, MA

as Obligee, hereinafter called the Obligee, in the sum of 5% of the attached bid. Dollars (\$), 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 Natick Street Light Maintenance, Street light maintenance services
for the Town of Natick, MA

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 17th day of October, 2019.

Meghan Hoffer
(Witness)

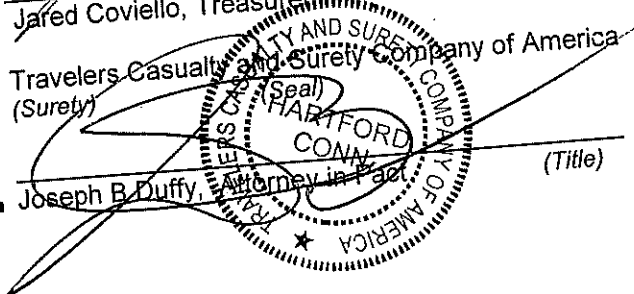
Carol A. Ammi
(Witness)

COVIELLO ELECTRIC AND GENERAL
CONTRACTING CO., INC.
(Principal)

Jared Coviello, Treasurer
(Title)

Travelers Casualty and Surety Company of America
(Surety)

Joseph B. Duffy, Attorney in Fact
(Title)



TRAVELERS 

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph B. Duffy**, of **Woburn, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

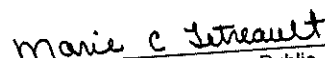
On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



By: 
Robert L. Raney, Senior Vice President


Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

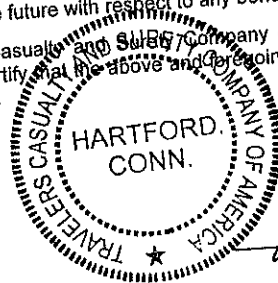
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

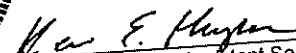
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President or any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of October, 2019




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



One Tower Square
Hartford, CT 06183

October 17, 2019

Town Of Natick
75 West Street
Natick, MA 01760

RE: Coviello Electric and General Contracting Co., Inc- RE:Natick Street Light Maintenance,

To Whom It May Concern:

We are pleased to share with you our experience as surety for Coviello Electric and General Contracting Co., Inc "Coviello". We consider Coviello one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America is prepared to favorably consider individual projects with contract values approaching \$15,000,000 and corresponding backlogs approaching \$25,000,000.

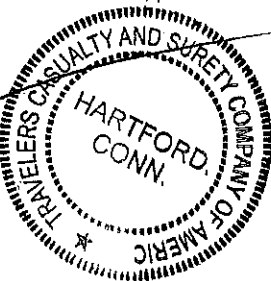
Naturally, as is customary within the surety industry, all bond approvals will be contingent upon favorable underwriting review to include project specifics, including contract terms, conditions, bond forms and confirmation of project financing. We assume no liability to third parties or to you by issuance of this letter.

We are pleased to share with you our experience with this fine organization and recommend them for your favorable consideration of the above referenced project. If you require any additional information, please let us know.

Best regards,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Joseph B. Duffy
Attorney-in-fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph B. Duffy, of Woburn, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

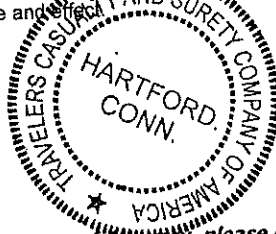
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th

day of October

2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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 streetlight maintenance services for an initial one (1)-year term. At the sole discretion of the Town, any contract awarded will be subject to renewal for one (1) or two (2) additional one (1)-year terms. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019. Sealed Bids will be received until **2:00 P.M. local time, October 24, 2019**, at the Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award is subject to appropriation and is subject to 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, 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 invites the submission of sealed bids for streetlight maintenance services. For a full description of such services, please refer to Section 3(A) of this IFB, below.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 16, 2019. Questions may also be submitted by email at 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 registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Streetlight Maintenance Services" shall be received by 2:00 P.M. local time, **October 24, 2019**, at this address:

Natick Public Works Building
75 West Street
Natick, MA 01760.

If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

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

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR STREETLIGHT MAINTENANCE SERVICES". 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 tradespeople who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

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

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 16, 2019. Questions may also be submitted by email at 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 registered Bidders.

Section 3. Background & Specifications

A. Scope of Work

The selected contractor shall provide all material, labor, and equipment necessary to maintain, repair, and/or replace the streetlights covered by any contract awarded pursuant to this IFB, as may be required to keep them in fully operational condition. Services to be performed shall include, but shall not be limited to, repair or replacement of failed lighting components (including luminaires, photocells, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets); monthly reports of all work performed; proper disposal of all generated waste materials; scheduled preventative maintenance inspections; emergency repairs; and related work. Lighting covered by the 'Basic Routine Maintenance' includes the two thousand four hundred (2,400) streetlights owned by the Town of Natick.

All services under this Scope of Services shall be performed under the direction and subject to the approval of the Town of Natick Director of Public Works ('Director') and/or his designee.

Basic Routine Maintenance

1. The Successful Bidder shall provide all labor, materials, equipment, tools, and supervision necessary for maintenance and emergency electrical repairs/improvements to streetlights in the Town of Natick, Massachusetts to keep them in fully operational condition.
2. The Successful Bidder shall be responsible for patrolling the streetlights in the community once per quarter to determine street lights in need of repair. The Successful Bidder shall review the status of all streetlights for potential work that shall include, but that shall not be limited to, required maintenance, relocation of lights, troubleshooting malfunctioning/non-functioning lights, and photocell maintenance. The Town will require a formal report with the results of the patrolling each quarter.

In addition, the Town may identify streetlights in need of repair. However, this community identification of streetlight repairs shall in no way reduce the Successful Bidder's responsibility for timely patrols to identify streetlights in need of repair. Routine batch maintenance ("Batch Repair List") shall be performed on a regularly scheduled day each week, weather permitting. The Successful Bidder shall identify, in writing to the Director, the scheduled day of the week that regular maintenance will be performed.

3. The Successful Bidder shall provide the Town of Natick with a written estimate based upon site visits by qualified personnel and at no cost to the Town. Such estimates shall include the following information:
 - Location of streetlight;
 - Complete statement of work to be done;
 - Cost breakdown;
 - Labor, number and type of workmen needed, the number of hours, and the rates per hour;
 - The material, type, and cost;
 - The total cost;
 - Special equipment needed;
 - Special conditions;
 - Number of days needed to start a job post-authorization; and
 - Number of days needed to complete a job.

The Successful Bidder shall forward such estimates to the Town. The Town shall approve any and all such required maintenance work before it is performed. Work is to be performed only by service orders issued by the Town. The Successful Bidder shall make only repairs specified at the time of the Service Order. If there is any question concerning repairs to be made, the Successful Bidder shall obtain clarification from the Town.

The Successful Bidder shall diagnose any problem, shall correct any conditions which may result in repetitive problems, and shall effectuate any necessary repairs. If replacement parts are needed, they shall be of the same OEM make, model, and size as those removed. All

defective parts that have been replaced shall be shown to the Town as proof of completed work.

All repairs/installations, etc. shall be completed and tested in full operating order. Certification that repairs have been completed is required to be approved in writing by the Town.

All service slips shall be completed for all work done. They shall be signed by both the Successful Bidder and the Town. All service slips shall contain the following information:

- Company name, address, and telephone number;
 - The complete name of the individual performing the work;
 - A detailed statement of the work performed and its location;
 - The quality, quantity, manufacturer, type, and model number of any equipment worked on;
 - The diagnosis/cause of the problem;
 - The dates and times of the work performed;
 - The total number of hours of work performed;
 - A statement of any additional work needed; and
 - Certified payrolls of workers performing under any contract with the Successful Bidder.
4. The Successful Bidder shall be required in appropriate circumstances to coordinate street light repair and maintenance activities with the utility. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing assistance from the utility involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any utility assistance. The Successful Bidder shall pay for any utility assistance which it fails to cancel in a timely fashion.
5. The Town will be responsible for the cost of protection crews to the extent they are needed. If the Successful Bidder determines that a police detail is required, the Successful Bidder shall notify the Town of the need for the police detail. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing police detail assistance involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any police detail. **The Successful Bidder shall pay for any details which it fails to cancel in a timely fashion.**

6. The Successful Bidder shall maintain a list of all maintenance activity preformed. The database shall be provided electronically to the Town on a regular basis at least monthly. The database shall include:

- Dates and descriptions of all work performed,
- Location (by address or pole number) of each light upon which work was performed,
- Type and quantity of all materials used,
- List of all reported outages returned to service,
- Status of all outages not returned to service including steps taken and time required to complete,
- All open service requests dependent upon National Grid, including date and time of related communication

7. The Successful Bidder shall maintain all areas free from debris, parts, tools, etc., and shall leave all work areas broom clean and orderly. It shall maintain safe working conditions at all times and shall comply with all applicable federal, state, and local laws, rules, and regulations.

8. The Successful Bidder shall dispose of all waste materials generated through the routine maintenance program, knockdowns and/or other emergency service in accordance with all applicable laws and regulations. All disposal costs shall be borne by the Successful Bidder. The Contractor will provide the Town with a copy of disposal reports on a semi-annual basis.

9. All property damage, public or private, shall be the responsibility of the Successful Bidder. The Successful Bidder shall be provided no additional compensation for any property damage. The Successful Bidder shall assume the indemnification/insurance obligations set forth in the form of contract that is attached to this IFB and that is incorporated herein by reference.

10. For historical purposes, the average yearly performance under similar past contracts included the following:

- Two (2) underground pole knockdowns per year, including the delivery of two poles and eight (8) hours of emergency "electrical" make safe;
- Two (2) overhead pole knockdowns per year, including the delivery of two poles and 8 hours of emergency "electrical" make safe;
- Eighty (80) hours of labor per year (50 street light outages, 15 photocell replacements, miscellaneous repairs);
- Thirty (10) installations of new street lights (electrical connections by the Utility);

- One hundred (100) feet of underground conduit and underground wire replacement. Excavation will be completed by the Town;
 - One hundred (100) feet of overhead wire replacement; and
 - Twenty-five (20) fixture and arm relocations from old poles to new per year caused by pole change outs by the local utility company.
11. When the repair of an outage requires replacement of the entire luminaire, it shall be replaced with an identical or equivalent fixture or a Town-approved upgrade at the Director's discretion. Any newly installed fixture shall meet all applicable codes.
12. Any time a light is serviced it will also be cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition.
13. The Town recently replaced all streetlights, floodlights, spotlights, and decorative lights with energy efficient LED fixtures and luminaires. Such fixtures and luminaires are subject, to the extent applicable, to existing manufacturers' warranties from Leotek Corporation and existing installation warranties from Siemens Industries, Inc. The Town agrees to furnish the Successful Bidder with a copy of all such warranties. The Successful Bidder shall perform all work such that these warranties remain in full force and effect. The Successful Bidder shall contact all such warrantors to ensure that work performed shall comply with such warranties. To the extent that the Successful Bidder is required to subcontract such warranty work to firms approved by such warrantors, it may do so with the express written approval and consent of the Town, which shall not be unreasonably withheld. Nothing therein, however, shall absolve the Successful Bidder from its responsibility to ensure that all work performed under any contract awarded by the Town pursuant to this IFB shall be in accordance with such warranties and shall ensure that warranties shall remain in full force and effect. No markup shall be allowed for any such subcontracting outlined in this paragraph.
14. The Town may request the Successful Bidder service other streetlights, pedestrian lights, or parking lot lights that are the property of the Town or shall become the property of the Town during the term of this contract. These services will be provided based on the quoted hourly labor rate.

Emergency Response

- 1) The Successful Bidder shall be capable of responding to emergency service requirements twenty-four (24) hours/day, seven (7) days/week. Emergency service will in most cases relate to knockdowns of poles. However, the Town of Natick shall retain sole discretion to determine when the need for emergency repair service exists. When such determination is made, a

representative of the Department of Public Works or the Natick Police Department will notify the Successful Bidder via a Contractor-supplied twenty-four (24) hour emergency telephone number. The Successful Bidder shall have workforce and equipment deployed to the emergency location three (3) hours following notification. A more rapid response shall be provided if so directed by the Natick Police Department in extreme cases. In such instances, the response time shall be within one (1) hour. Concurrent with notification to the Successful Bidder, the Town will use best efforts to notify Eversource Electric of the emergency. However, it shall be the Successful Bidder responsibility to conduct such follow up and/or additional communication with Eversource Electric to affect a complete response to the emergency service requirement.

- 2) In the event of a knockdown of a pole, the Successful Bidder shall coordinate with Eversource Electric regarding disconnection of power, remove and dispose of the pole and lighting fixture, retaining any salvageable components, and ensure the site is secured in a safe manner. The Successful Bidder shall coordinate with Eversource Electric and/or Verizon, as applicable, regarding the emergency cleanup and in particular the retrieval of Town-owned lighting components.
- 3) In the event of emergency service not involving a knockdown, the Successful Bidder shall perform such work necessary to secure the location in a safe manner.
- 4) Without waiving any of Natick's rights, the Successful Bidder shall, on Natick's behalf, pursue third parties for damages to Natick's streetlight poles or other streetlight equipment. The Successful Bidder will work with insurers to provide sufficient information to ensure reimbursement for all costs of repair work. The Town of Natick will make its best efforts to provide the Successful Bidder with police accident reports or other information required for the Successful Bidder to pursue a claim. In the event the Successful Bidder does not receive reimbursement through insurance company coverage within twelve (12) months of the accident, Natick will be liable for the Successful Bidder's costs of accident repair.
- 5) The Successful Bidder shall notify a designated Town representative, at a twenty-four (24)-hour emergency number, as soon as response to the emergency service request has been completed. If for any reason a site cannot be secured in a safe manner, the Successful Bidder shall notify the Natick Police Department. The Successful Bidder's personnel shall not depart the location until an officer has arrived at the scene to undertake necessary public safety measures.
- 6) No markup shall be allowed for such emergency work. All emergency work shall be billed at the hourly rate quoted by the Successful Bidder in its Bid Form.
- 7) Within five (5) working days following the date of emergency response, the Successful Bidder shall supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where

applicable. The Successful Bidder shall commence such repairs following notification to proceed from the Town.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the removal of public shade trees, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass 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, social security number 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.

C. Public Safety, Travel, and Convenience

The Successful Bidder shall be required, without additional compensation, to give attention to the flow of traffic. Work on major arteries shall be avoided during periods of heavy traffic. The Successful Bidder shall coordinate his/her/its work with the Natick Police Department. The work shall be accomplished in a manner that safely maintains traffic on all work site roadways.

The Successful Bidder shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic shall be permitted to pass through the work area. The Successful Bidder shall furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The Successful Bidder's vehicles and equipment shall be clearly marked with the Successful Bidder's name or logo and be easily identifiable and be equipped with suitable warning lights and reflective markings for working in daylight and dark. All safety signs and equipment shall comply with the millennium edition of the Manual on Uniform Traffic Control Devices (MUCTD).

D. Traffic Police

The Successful Bidder shall make the necessary arrangements with the Natick Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the work sites. Payment for Traffic Police is to be made by the Town of Natick Department of Public Works directly to the Natick Police Department.

Cancellation of a police detail for any reason shall be the responsibility of the Successful Bidder. The Successful Bidder's failure to do so will result in the cost of that police detail being deducted from the Bid Price.

E. Hazardous Materials Pollution Control

At all times, all hydraulically operated machinery shall have, on the vehicles or at a close proximity to them, while in operation, hazardous materials spill containment equipment that is capable of containing any hydraulic accidents.

In the event of a hydraulic accident, the Successful Bidder shall be responsible for the cleanup in compliance with the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection regulations and guidelines, and for the remediation of any property or environmental damage.

Section 4. Bid Submission Requirements:

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

1. A fully executed Bid Form (which shall include certification of the following:

- A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (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 it.)
- 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, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)
- C. Bidder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times. The Forman has completed and has passed an **Electrical**

Hazards Awareness Program (EHAP). The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including their proof of certification, with his/her/its Bid.

- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with 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).
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature. (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. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.
- 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.
2. A fully executed Certificate of Non-Collusion.
 3. A fully executed Certificate of Tax Compliance.
 4. A fully executed Conflict of Interest Certification.
 5. A fully executed Conflict of Interest Statement.
 6. A fully executed Certificate of Corporate Bidder, if applicable.
 7. A fully executed Certificate of Compliance with M.G.L. c.151B
 8. A fully executed Certificate of Non-Debarment.
 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 cost of the first year of any Contract executed with the Town.
 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 cost of the first year of any Contract executed with the Town.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid Streetlight Maintenance Services" shall be

received by 2:00 P.M. local time, October 24, 2019, at this address:

Natick Public Works Building
75 West Street
Natick, MA 01760.

If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

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

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

Section 6. Selection Process and Award

Bids timely submitted will be reviewed by the Procurement Officer following the public opening 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, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements 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 Successful Bidder if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations,

orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

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

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Successful Bidder's yearly hourly rate times the historical yearly number of hours) with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled 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 Bidder is

prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance
4. Conflict of Interest Certification
5. Conflict of Interest Statement
6. Certificate of Corporate Bidder
7. Certificate of Compliance with M.G.L. c.151B
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

Appendix 1

BID FORM

Page 1 of 4

To the Town of Natick:

The undersigned Bidder ("Bidder") submits the following Bid in accordance with the Town of Natick Invitation for Bids for Street Light Maintenance Services for the prices specified below:

- A. Total Hourly Rate for Streetlight Maintenance Bid Price for all services outlined in the Town of Natick's Invitation for Bids, including materials as noted above, for Street Light Maintenance Services for an initial one (1)-year term:

Total Hourly Rate in Words One Hundred and Twelve Dollars and No Cents dollars

Total Hourly Rate in Numbers (\$ 112.00).

- B. This Bid includes Addenda Nos. N/A (Please write out each addendum, i.e., for four (4) addenda, write out "1, 2, 3, and 4." Do not write "1-4" or "4".

The Bidder understands that any contract awarded by the Town in accordance with this IFB shall be subject to renewal, at the sole discretion of the Town for one (1) or two (2) additional one (1)-year terms.

The undersigned agrees that, if he/she/it is awarded this Contract, 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 in accordance with the terms of the Invitation for Bids.

The undersigned certifies that it satisfies the following requirements and has provided appropriate documentation (attached hereto) in response to the following:

- A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (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 it.)

- 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, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)
- C. Bidder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times. The Foreman has completed and has passed an Electrical Hazards Awareness Program (EHAP). The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including their proof of certification, with his/her/its Bid.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with 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).
- 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. (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. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.
- 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.

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, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, 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 undersigned 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 sum 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 further 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 undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: Jared Coviello, Treasurer
(Signature)

Jared Coviello

Printed Name

Treasurer

Printed Title

office@cei77.com

E-mail Address

10/24/2019

Date

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.

Coviello Electric & General Contracting Co., Inc.

Name of Bidder

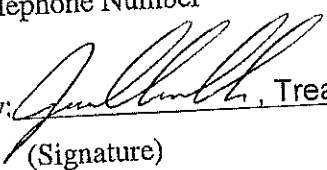
55 Concord Street, North Reading, MA 01864

Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: , Treasurer
(Signature)

10/24/2019

Date

Jared Coviello

Printed Name

Treasurer

Printed Title

office@cei77.com

E-mail Address

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.

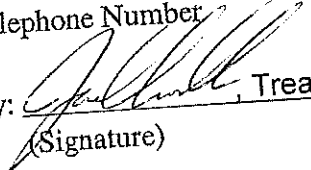
Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: , Treasurer
(Signature)

10/24/2019

Date

Jared Coviello

Printed Name

Treasurer

Printed Title

office@cei77.com

E-mail Address

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 Invitation for Bids) 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.

Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: [Signature] Treasurer
(Signature)

10/24/2019

Date

Jared Coviello
Printed Name

Treasurer
Printed Title

office@cei77.com
E-mail Address

Appendix 5

CONFLICT OF INTEREST STATEMENT

The Bidder hereby certifies:

I hereby certify that 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 Invitation for Bids. I also certify that 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.

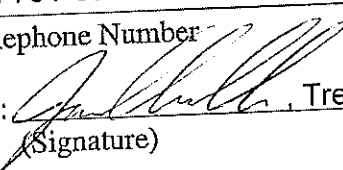
Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By:  Treasurer
(Signature)

10/24/2019
Date

Jared Coviello
Printed Name

Treasurer
Printed Title

office@cei77.com
E-mail Address

Appendix 6

CERTIFICATE OF CORPORATE BIDDER

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

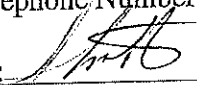
(Corporate Seal)

Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416
Telephone Number

By: , Clerk
(Signature)

10/24/2019
Date

Sharon Coviello
Printed Name

Clerk
Printed Title

office@cei77.com
E-mail Address

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 7

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.

Coviello Electric & General Contracting Co., Inc.

Name of Bidder

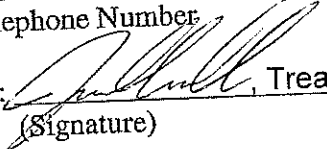
55 Concord Street, North Reading, MA 01864

Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: , Treasurer

(Signature)

10/24/2019

Date

Jared Coviello

Printed Name

Treasurer

Printed Title

office@cei77.com

E-mail Address

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.

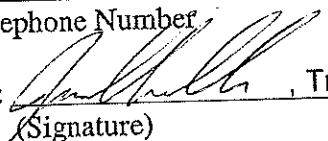
Coviello Electric & General Contracting Co., Inc.
Name of Bidder

55 Concord Street, North Reading, MA 01864
Address of Bidder

(P) 781-391-4050

(F) 781-395-4416

Telephone Number

By: , Treasurer
(Signature)

10/24/2019

Date

Jared Coviello

Printed Name

Treasurer

Printed Title

office@cei77.com

E-mail Address

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:
Description of Work: Invitation for Bids - Streetlight Repair

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
Construction (2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i> For apprentice rates see "Apprentice- LABORER"	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
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) BRICKLAYERS LOCAL 3 (LOWELL)	08/01/2019	\$52.26	\$10.75	\$20.70	\$0.00	\$83.71
	02/01/2020	\$52.86	\$10.75	\$20.70	\$0.00	\$84.31
	08/01/2020	\$54.21	\$10.75	\$20.85	\$0.00	\$85.81
	02/01/2021	\$54.81	\$10.75	\$20.85	\$0.00	\$86.41
	08/01/2021	\$56.21	\$10.75	\$21.01	\$0.00	\$87.97
	02/01/2022	\$56.79	\$10.75	\$21.01	\$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 - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.13	\$10.75	\$20.70	\$0.00	\$57.58
2	60	\$31.36	\$10.75	\$20.70	\$0.00	\$62.81
3	70	\$36.58	\$10.75	\$20.70	\$0.00	\$68.03
4	80	\$41.81	\$10.75	\$20.70	\$0.00	\$73.26
5	90	\$47.03	\$10.75	\$20.70	\$0.00	\$78.48

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$10.75	\$20.70	\$0.00	\$57.88
2	60	\$31.72	\$10.75	\$20.70	\$0.00	\$63.17
3	70	\$37.00	\$10.75	\$20.70	\$0.00	\$68.45
4	80	\$42.29	\$10.75	\$20.70	\$0.00	\$73.74
5	90	\$47.57	\$10.75	\$20.70	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$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	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$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

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

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	07/01/2019	\$43.99	\$12.75	\$22.41	\$0.62	\$79.77
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.00	\$12.75	\$15.41	\$0.00	\$50.16
2	60	\$26.39	\$12.75	\$17.41	\$0.62	\$57.17
3	65	\$28.59	\$12.75	\$18.41	\$0.62	\$60.37
4	70	\$30.79	\$12.75	\$19.41	\$0.62	\$63.57
5	75	\$32.99	\$12.75	\$20.41	\$0.62	\$66.77
6	80	\$35.19	\$12.75	\$21.41	\$0.62	\$69.97
7	90	\$39.59	\$12.75	\$22.41	\$0.62	\$75.37

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

Classification

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE)	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 2

06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2

06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
ELECTRICIANS LOCAL 103						
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
ELECTRICIANS LOCAL 103						

Classification

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
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
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	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
12/01/2021	\$36.14	\$12.00	\$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)

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Apprentice - GLAZIER - Local 35 Zone 2
Effective Date - 07/01/2019

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone 2							
Effective Date -		07/01/2019					
Step	percent	Apprentice	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55		\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60		\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65		\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70		\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75		\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80		\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90		\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Effective Date - 01/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)
SHEETMETAL WORKERS LOCAL 17 - A

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"

HVAC (TESTING AND BALANCING - AIR)
SHEETMETAL WORKERS LOCAL 17 - A

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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) 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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC 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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.00	\$8.00	\$23.50	\$0.00	\$59.50
2	70	\$32.66	\$8.00	\$23.50	\$0.00	\$64.16
3	75	\$35.00	\$8.00	\$23.50	\$0.00	\$66.50
4	80	\$37.33	\$8.00	\$23.50	\$0.00	\$68.83
5	85	\$39.66	\$8.00	\$23.50	\$0.00	\$71.16
6	90	\$41.99	\$8.00	\$23.50	\$0.00	\$73.49

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 2

06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$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 <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$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 - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
02/01/2022	\$59.01	\$10.75	\$21.61	\$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 - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$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
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

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

06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS					
Effective Date - 07/01/2019					
Apprentice	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2020							
	1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
	2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
	3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
	4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
	5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
	6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
	7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
	8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

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) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55	\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60	\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65	\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70	\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75	\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80	\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90	\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55	\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60	\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65	\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70	\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75	\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80	\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90	\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
LABORERS - ZONE 2	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
* If 30% or more of surfaces to be painted are new construction,	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)
PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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)

08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
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Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1							
		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
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

Apprentice - PIPEFITTER - Local 537

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

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

Notes:

** 1;2; 2;6; 3;10; 4;14; 5;19/Steps are 1 yr
Step4 with lic\$64.20, Step5 with lic\$71.67

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) 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 LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - Dauphinists (Bellingham)	01/01/2019	\$23.75	\$10.56	\$2.50	\$0.00	\$36.81
	12/01/2019	\$24.00	\$10.56	\$2.50	\$0.00	\$37.06
	01/01/2020	\$24.00	\$11.01	\$2.50	\$0.00	\$37.51
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$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	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)
ROOFERS LOCAL 33

08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

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	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	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

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
5	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
6	52	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
7	60	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
8	65	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
9	75	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21
10	85					

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
5	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
6	52	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
7	60	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
8	65	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
9	75	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65
10	85					

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 SPRINKLER FITTERS LOCAL 530 - (Section A) Zone 1	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
		\$20.64	\$9.47	\$9.10	\$0.00	\$39.21
1	35	\$23.59	\$9.47	\$9.10	\$0.00	\$42.16
2	40	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
3	45	\$29.49	\$9.47	\$9.10	\$0.00	\$48.06
4	50	\$32.44	\$9.47	\$9.10	\$0.00	\$51.01
5	55	\$35.39	\$9.47	\$10.60	\$0.00	\$55.46
6	60	\$38.34	\$9.47	\$10.60	\$0.00	\$58.41
7	65	\$41.29	\$9.47	\$10.60	\$0.00	\$61.36
8	70	\$44.24	\$9.47	\$10.60	\$0.00	\$64.31
9	75	\$47.18	\$9.47	\$10.60	\$0.00	\$67.25
10	80					

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$21.17	\$9.47	\$9.10	\$0.00	\$39.74
1	35	\$24.19	\$9.47	\$9.10	\$0.00	\$42.76
2	40	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
3	45	\$30.24	\$9.47	\$9.10	\$0.00	\$48.81
4	50	\$33.26	\$9.47	\$9.10	\$0.00	\$51.83
5	55	\$36.29	\$9.47	\$10.60	\$0.00	\$56.36
6	60	\$39.31	\$9.47	\$10.60	\$0.00	\$59.38
7	65	\$42.34	\$9.47	\$10.60	\$0.00	\$62.41
8	70	\$45.36	\$9.47	\$10.60	\$0.00	\$65.43
9	75	\$48.38	\$9.47	\$10.60	\$0.00	\$68.45
10	80					

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
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$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 OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 LABORERS (COMPRESSED AIR)	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
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"					
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
	For apprentice rates see "Apprentice- LINEMAN"					
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
	For apprentice rates see "Apprentice- LINEMAN"					
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
	For apprentice rates see "Apprentice- LINEMAN"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	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 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

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. 11B-11L.

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

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

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Appendix 10
FORM OF CONTRACT

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 _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide streetlight maintenance services, as set forth in the Invitation for Bids for Streetlight Maintenance Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the opening paragraph 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 the Invitation for Bids/Order of Priority of Contract Documents

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

Highest Priority: Amendments to Contract (if any)

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

5. Payment

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

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

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

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

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

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

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

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

under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

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

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

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

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times

the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the

Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

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

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

If to the Town: William D. Chenard
Deputy Town Administrator - Operations
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.
- 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, 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 Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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:

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: _____

CERTIFICATE OF VOTE

I, Sharon Coviello, hereby certify
(Clerk/Secretary)

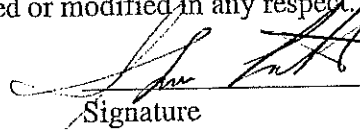
that I am the duly qualified and acting Clerk of Coviello Electric & General Contracting Co., Inc.
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on March 4th 20 19, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Jared Coviello, Treasurer;
(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 24th day of October, 20 19 and has not been changed or modified in any respect.

 _____, Clerk
Signature

Sharon Coviello
Printed Name

Clerk
Printed Title

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

STATEMENT OF QUALIFICATIONS

Town of Natick – Invitation for Bids – Streetlight Maintenance
Submitted by: Coviello Electric & General Contracting Co., Inc.

To Whom It May Concern:

With regard to the requirements outlined in Section 4, "*Bid Submission Requirements*" in the "*Invitation for Bids*" document, our response is as follows:

Coviello Electric & General Contracting Co., Inc. has been incorporated in the State of Massachusetts since 1979. We have provided street light and traffic signal installation, maintenance and repair to the Massachusetts Highway Department, the Department of Conservation and Recreation (DCR) and various Cities and Towns in the Commonwealth. Coviello Electric has maintained the street lights for the DCR in all its districts since 2000 and MassDOT highway lighting since 1998. We have attached a copy of our current MassDOT Highway Division Prequalification Certificate, indicating our bonding capacity, both single limit and total capacity. Coviello Electric maintains a suitable financial status to meet the obligations of the work. Should we be awarded the project, we will provide comprehensive financial statements accordingly.

We currently operate with a 24 hour call service utilizing a single toll-free number answered at all times by an individual equipped to receive outage reports and emergency calls. We also receive non-emergency outage reports via our website at the following link: <https://covielloelectricinc.com/report-an-outage/>

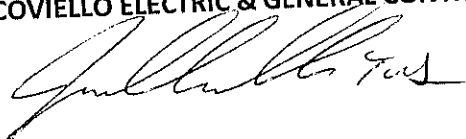
Lists of our current and previous projects of similar scope and size are attached along with the names and phone numbers of references for each project. We are confident that our references will provide favorable ratings based on current and past work performed and that they will attest to our demonstrated ability and experience with installing streetlights on wood, metal and concrete poles including installation of the poles both with and without foundations and associated underground service.

A list of our current vehicles/equipment is attached as evidence that we have the necessary equipment to perform the work as outlined in the bid documents.

Coviello Electric maintains a staff of licensed electricians efficient in providing the services as outlined in the "*Invitation for Bids*". As a member of the IBEW Local 103, we also have access to additional electrical staff should the need arise. Attached is a list of personnel with Level 1 and Level 2 IMSA Roadway Lighting certifications, and OSHA 10 and OSHA 30 certifications.

Respectfully,

COVIELLO ELECTRIC & GENERAL CONTRACTING CO., INC.



Jared Coviello, Treasurer



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



COVIELLO ELECTRIC & GENERAL
55 CONCORD ST
NORTH READING, MA 01864-2601

February 06, 2019

Prequalification Certificate No

C128-35

Dear Contractor:

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

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Electrical-All Type-Including Electrical Maintenance	\$4,140,000.00	Highway - Lighting	\$6,680,000.00
Intelligent Transportation Systems	\$3,300,000.00	Traffic Signals	\$4,500,000.00

Bonding Capacity \$35,000,000.00

Bond Single Limit \$15,000,000.00

Expiration Date 2/29/2020

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until February 29, 2020 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Very truly yours,
THE PREQUALIFICATION COMMITTEE

By:

Isidoro DeJesus Perez

Director - Office of Construction Prequalification /
Records & Procedures

CALCULATED PREQUALIFICATION SINGLE CONTRACT LIMIT

Requalification Committee Meeting Date: February 6th, 2019

Contractor: Coviello Electric & General Contracting Co., Inc

THE BELOW APPLIES TO COMPLETED PROJECTS

It is available final performance scores for all contracts in the past 10 years are used to determine the median. The same median is used for all Class of Work calculations. median performance score of 80 is neutral - no performance increase or decrease to SCL.

no performance scores are available, a score of 80 is assumed.

5% inflation is not compounded.

• median is over 80 and current SCL is higher than calculated value, SCL will not be reduced.

median is below 80, SCL will be set at calculated value regardless of current SCL, which may substantially reduce the SCL.

Final Performance Scores					
	88	80	95		
	91	90	90		
	94	89	98		
	93	98	98		
	95	90	100		
	98	98			
Performance Modifier Median Score:		94			

Class of Work	Year of Largest Contract in Class of Work	Value of Largest Contract in Class of Work	Calculated 2019 SCL w/5% Inflation per Year	Calculated 2019 SCL with Performance Modifier	Action
Electrical - All Types - Incl Maint	2016	\$3,063,260	\$3,522,749 ✓	\$4,139,230 ✓	Increase
Highway - Lighting	2012	\$4,213,028	\$5,687,588	\$6,682,916 ✓	Increase
Intelligent Transportation Systems	2017	\$2,515,467	\$2,767,014	\$3,251,241 ✓	Increase
Traffic Signals	2017	\$3,222,674	\$3,544,941	\$4,165,306	No Increase

viello Electric & General Contracting Co., Inc.

Concord Street

North Reading, MA 01864

781-391-4050

781-395-4416

ELECTRICIANS LIST AND CERTIFICATIONS

Journeyman	Masters	OSHA 10	OSHA 30	IMSA		
				Level 3	Level 2	Level 1
27779E	7/31/2022	12274A	7/31/2022	000981478		AA88415
50205E	7/31/2022				11-600803223	BE85301 AA85301
12447B	7/31/2022	21344-A	7/31/2022		11-600807091	BE85311
52911B	7/31/2022			000981471	11-600806667	
21612E	7/31/2022	9947A	7/31/2022	000981475	11-600807092	
14656B	7/31/2022			000981472		
834JR	7/31/2022	862MR	7/31/2022	000940161	11-600806668	CE31910 BE31910
52869B	7/31/2022			001856296		
34652E	7/31/2022			002328722	11-600520044	

Richard Gallagher

David Carreiro

Frederick Coviello

Adam Coviello

Gregorio Coviello

Sean Menezes

Robert Dawe

Bruno Torres

Robert Baranow

Model Year	Description	VIN #	Registration #
2018	RAM 2500 PU	3C6MR5ALXJG371121	T61898
2018	RAM 5500 CABCA	3C7WRMAL5JG248485	V27562
2017	HINO - TMA (Attenuator Truck)	5PVNJ8JTXH4S57276	T30639
2017	Ford F550	1FDUF5HTXHDA05637	T36141
2016	Ford F550	1FDUF5GT0GEA85413	S43386
2016	Chevrolet Silverado Dump	1GB3KYC82GF163199	S99638
2015	Ford F550	1FDUF5GT9FEC84913	S49459
2015	Ford F550	1FDUF5GT8FEC72820	R86712
2015	Ford Drwsup	1FDUF5GT1FEC72822	S19769
2015	Ford F550	1FDUF5GT3EEB56293	R62542
2014	Ford F550	1FDUF5GT1BEA47925	N42875
2011	Ford Bucket	5PVNE8JV1B4S52013	R72371
2011	Hino Loop Truck	2NKHHM6X7AM262446	N60585
2010	Kenworth T270 White	1FVACWDT88HZ60736	V27866
2008	Freightliner M2 Box (Attenuator Truck)	1FDAF56R88ED46393	R12-791
2008	Ford Bucket	1FTSE34L18DA68201	R81610
2008	Ford - Econoline Van	1HTMMAAL37H360219	V34989
2007	INTL-TMA (Attenuator Truck)	1HTMMAAM06H186794	V27598
2006	INTL-TMA /Yellow	1GDE5C1295F528967	N52602
2005	GMC C5500 PU w/Bucket	1GBE5C11X4F501825	K71412
2004	Chevy Van CC5C042 (Loop)	1GDP8J1C13F516645	T78409
2003	GMC - C8500	1FV2HJBA0YHF20071	R33632
2000	Medcon Freightliner/Digger	1FDZW86E1WVA06193	R69857
1998	Ford LT 8500 - CRANE		
2019	Solartech Arrow Board	4GM1A0919K1530763	E70036
2015	Wanco Arrow Brd-Black	5F11S1015F1003569	D16178
2011	Wanco Arrow Brd-Orange	5F11S1010B1001948	B61120
2011	Wanco Arrow Brd-Orange	5F11S1013B1001667	772362
2001	Ingersoll Compressor	325545UJL295	641634
	Generator 3500		
	Generator 5500		
2019	Bobcat Mini Excavator E45	S/N# B2VY14671	N/A
2016	Bobcat Loader Model S570	ALM416320	N/A
2019	Towmaster Trailer-Model TC-12D	4KNBF2323KL160852	E70075
2019	BIG TEX Trailer	16VVGX2524K6084666	E43923
2010	Trailer Doosan Light Tower	4FVLSACA1DU448587	C33570
2010	Trailer Doosan Light Tower	4FVLSACA1DU448588	C33569
1999	Solartech Message Board	MB3048407229	E42525
1999	Solartech Message Board	MB4048407230	E42524
2015	Chevy Silverado	3GCUKREC9FG413851	R99534
2016	GMC - Sierra 2500	1G712TE82GF173508	S39049



COVIELE-02

WALKA1

DATE (MM/DD/YYYY)
10/18/2019

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
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

CONTACT
NAME:
PHONE
(A/C, No, Ext): (781) 933-3100 FAX
(A/C, No): (781) 933-9048
E-MAIL
ADDRESS: insurance.services@salemfive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co	24082
INSURER B: Peerless Insurance	24198
INSURER C: CRUMFOSTER	
INSURER D: Liberty Mutual Insurance	0023
INSURER E:	
INSURER F:	

INSURED
Coviello Electric & General Contracting Co Inc
55 Concord St
North Reading, MA 01864

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: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BKS56339724	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS56339724	10/28/2018	10/28/2019	PER STATUTE <input checked="" 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
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5811110127	10/28/2018	10/28/2019	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC531S382875018	10/28/2018	10/28/2019	

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

Project Name - Natick Street Light Maintenance
Town of Natick is included as additional insureds per written contract or agreement on general liability, auto and umbrella. Waiver of subrogation applies in favor of the additional insureds.

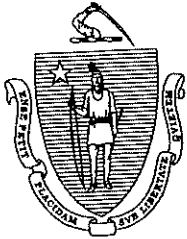
CERTIFICATE HOLDER

Town of Natick
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



William Francis Galvin
Secretary of the
Commonwealth

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

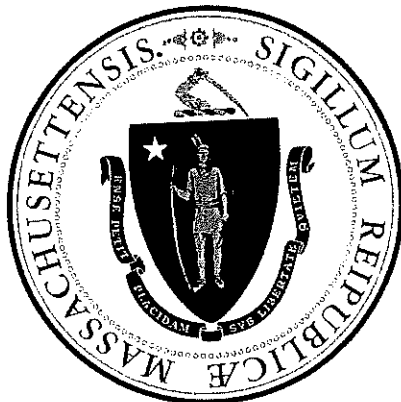
Date: November 28, 2018

To Whom It May Concern :

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

COVIELLO ELECTRIC AND GENERAL CONTRACTING CO., INC.

is a domestic corporation organized on **May 08, 1979** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18110472220

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

COVIELLO ELECTRIC AND GENERAL CONTRACTING CO., INC.

Action of Directors by Written Consent in Lieu of Annual Meeting

The undersigned, being all of the members of the Board of Directors of Coviello Electric and General Contracting Co., Inc. (the "Corporation"), hereby consent, pursuant to Section 8.21 of the Massachusetts Business Corporation Act, to the adoption of the following votes:

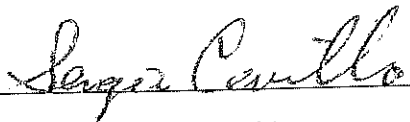
VOTED: To declare that the following persons are elected as officers of the Corporation until the next Annual Meeting of the Board of Directors and until their successors are duly elected and qualified.

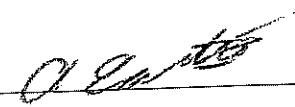
President:	Sergio Coviello
Vice President:	Adam Coviello
Treasurer:	Jared Coviello
Secretary:	Sharon Coviello

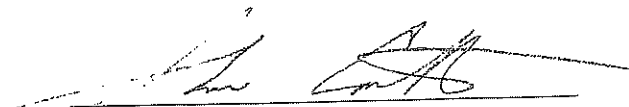
VOTED: To ratify, confirm, adopt and approve each and every act and action taken by the officers of the Corporation acting by and on the behalf of the Corporation during the preceding year.

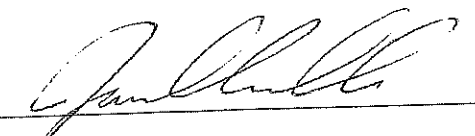
The undersigned direct that this Consent shall be effective as of the date set forth below. The undersigned further direct that this Consent shall be filed in the minute book of the Corporation with the minutes of the meetings of the stockholders.

DATE: March 4, 2019


Sergio Coviello, President


Adam Coviello, Vice President


Sharon Coviello, Secretary


Jared Coviello, Treasurer

LIST OF CLIENTS

Submitted by: Coviello Electric & General Contracting Co., Inc.

IFB - STREETLIGHT MAINTENANCE, TOWN OF NATICK, MA

Client Name	Address	Contact	Phone #
City of Chelsea	500 Broadway, Chelsea, MA 02150	Fidel Maltez	(617) 466-4204
City of Lowell	375 Merrimack Street, Lowell, MA 01852	Steve Coutu	(978) 674-1813
City of Lynn	3 City Hall Square, Lynn, MA 01901	Joe Smart	(781) 586-6719
City of Malden	110 Pleasant Street, Malden, MA 02148	Robert Knox	(781) 397-7160
City of Medford	85 George P. Hassett Drive, Medford, MA 02155	Steven Randazzo	(781) 393-2485
City of Methuen	Searles Building, 41 Pleasant Street, Methuen, MA 01844	Jenny Jajuga	(978) 983-8545
City of Newton	1000 Commonwealth Avenue, Newton Centre, MA 02459	David Koses	(617) 796-1496
City of Quincy	1305 Hancock Street, Quincy, MA 02169	Ed Grennon	(617) 376-1478
City of Waltham	71 Mount Vernon Street, Winchester, MA 01890	Tim Kelly	(781) 389-6044
City of Woburn	10 Common Street, Woburn, MA 01801	Leonard Burnham	(781) 897-5800
Guardian Energy Management Solutions	420 Northboro Road Central, Marlborough, MA 01752	Main	(508) 597-1333
JF White	10 Burr Street, Framingham, MA 01701	Nick Bruno	(508) 879-4700
MassDOT District 3	403 Belmont Street, Worcester, MA 01604	James Gallagher	(774) 286-1245
MassDOT District 4	519 Appleton Street, Arlington, MA 02476	Ranjit Sivasubra	(781) 641-8300
MassDOT District 5	1000 County Street, Taunton, MA 02780	Main	(508) 824-6633
MassDOT District 6	185 Kneeland Street, Boston, MA 02111	Emil Vezarov	(857) 368-6100
Massport	One Harborside Drive, Suite 200S, East Boston, MA 02128	Dan Dragani	(617) 568-3953
National Grid	170 Medford Street, Malden, MA 02148	Main	(781) 388-5000
Town of Andover	36 Bartlett Street, Andover, MA 01810	Janet Nicosia	(978) 623-8373
Town of Bedford	10 Mudge Way, Bedford, MA 01730	Rajitha Purimetla	(781) 275-1548
Town of Burlington	29 Center Street, Burlington, MA 01803	Tim Mazzone	(781) 270-1641
Town of Clinton	242 Church Street, Clinton, MA 01510	Hannah Wiser	(415) 940-2120
Town of Danvers	1 Sylvan Street, Danvers, MA 01923	Bob Brown	(978) 777-0001
Town of Dedham	26 Bryant Street, Dedham, MA 02026	Joseph M. Flanagan	(781) 751-9350
Town of Dudley	71 W. Main Street, Dudley, MA 01571	Michelle Jervis	(508) 949-8001
Town of Fairhaven	40 Center Street, Fairhaven, MA 02719	Vincent Furtado	(508) 979-4030
Town of Foxborough	40 South Street, Foxborough, MA 02035	Chris Gallagher	(508) 543-1228
Town of Hopkington	83 Wood Street, Hopkington, MA 01748	DPW	(508) 497-9740
Town of Maynard	195 Main Street, Maynard, MA 01754	Aaron Miklosko	(978) 897-1300
Town of Millbury	127 Elm Street, Millbury, MA 01527	Patricia Arp	(508) 830-4116
Town of Natick	13 E. Central Street, Natick, MA 01760	Jeremy Marsette	(508) 647-6552
Town of North Andover	120 Main Street, North Andover, MA 01845	Bruce Thibodeau	(978) 685-0950
Town of Plymouth	26 Court Street, Plymouth, MA 02360	Patrick Farah	(508) 830-4116
Town of Stoughton	10 Pearl Street, Stoughton, MA 02072	Tom Fitzgerald	(781) 344-2112
Town of Swampscott	21 Monument Avenue, Swampscott, MA 01907	Gino Cresta	(781) 596-8860
Town of Weston	11 Town House Road, P.O. Box 378, Weston, MA 02493	Rebecca Szeto	(781) 786-5111
Town of Weymouth	75 Middle Street, Weymouth, MA 02189	Bob O'Connor	(781) 340-5015

PROJECT REFERENCE

Submitted by: Covello Electric & General C

Job Name	Date Open	Date Due	Billing Contact	BC Phone #	BC Email Address
Natick Street Lights	01/17/17	01/16/19	Jeremy Marssette	(508) 647-6552	imarssette@natickma.org
Andover Street Lights	03/01/16	06/30/18	Janet Nicosia	(978) 623-8373	inicosia@andoverma.gov
Andover High School	05/14/19	07/01/19	Ihor Raniuk	(978) 360-5264	iraniuk@andoverma.gov
Bedford Poles	09/18/18	04/01/19	Rajitha Purimetta	(781) 275-2218	rpurimetta@bedfordma.gov
Burlington Street Lights	06/30/17	06/30/20	Tim Mazzone	(781) 270-1641	tmazzone@burlington.org
Chelsea LED	04/01/18	10/30/18	Fidel Maitez	(617) 466-4204	Fmaitez@chelseama.gov
Clinton Retrofit MAPC-16 DOER	02/04/19	03/31/19	Hannah Wisser	(415) 940-2120	hannah@tankolighting.com
Dedham Street Lights	12/05/14	12/01/17	Joseph M. Flanagan	(781) 751-9350	jflanagan@dedham-ma.gov
Dudley Retrofit MAPC-DOER-16	02/25/19	03/29/19	Tori Evans	(415) 622-8130	victoria@tankolighting.com
Fairhaven Street Lights	03/02/16	06/30/18	Vincent Furtado	(508) 979-4030	vfurtado@fairhaven-ma.gov
Foxborough Street Lights	04/01/17	03/31/20	Chris Gallagher	(508) 543-1228	ehughes@guardian-energy.com
Swampscott Poles - Phase 2	05/20/19	06/07/19	Elizabeth Hughes	(781) 843-2019	mreed@hopkintonma.gov
Hopkington Street Light	02/09/18	02/19/19	Matthew Reed	(774) 292-0268	mreed@hopkintonma.gov
Lowell Street Lights	11/01/17	06/30/18	Tom Bellegarde	(978) 674-4111	tbellegarde@lowellma.gov
Lowell Street Light 2018	07/01/18	06/30/21	Steve Coufu	(978) 674-1813	scoutu@lowellma.gov
Lynn Street Light 2018	01/16/18	01/25/20	Joe Smart	(781) 586-6719	ismart@lynnma.gov
Malden Street Lights	07/01/17	06/30/18	Robert Knox	(781) 397-7160	rknox@cityofmalden.org
Maynard Street Light	08/29/17	09/01/18	Aaron Miklosko	(978) 897-1317	
Medford Street Lighting	03/01/17	02/28/19	Steven Randazzo	(781) 393-2485	randazzo@medford-ma.gov
Methuen Street Lights	08/15/16	09/07/19	Jenny Jaluga	(978) 983-8545	
North Andover Retrofit MAPC16	11/01/18	01/30/19	Bruce Thibodeau	(978) 685-0950	bthibodeau@townofnorthandover.com
Newton Street Lights	03/24/16	06/30/19	David Koses	(617) 796-1496	dkoses@newtonma.gov
North Andover Street Lights	11/01/16	10/31/19	Jo-Ann Lamen	(978) 685-0590	jlamen@northandoverma.gov
Quincy Street Lights	07/06/16	08/28/18	Ed Grennon	(617) 376-1478	egrennon@quincyma.gov
Stoughton Street Lights	12/22/15	12/23/18	Tom Fitzgerald	(781) 344-2112	tfitzgerald@stoughton-ma.gov
Stoughton Street Lights 2019	04/01/19	03/31/20	Tom Fitzgerald	(781) 344-2112	tfitzgerald@stoughton-ma.gov
Waltham Street Lights	02/27/18	03/19/19	Tim Kelly	(781) 389-6044	tkelly@city.waltham.ma.us
Weston Street Lights	09/21/15	10/01/18	Rebecca Szeto	(781) 786-5111	szeto.r@westonmass.org
Weymouth Retrofit 2018	10/03/18	06/30/19	Bob O'Connor	(781) 340-5015	roconnor@weymouth.ma.us
Woburn Street Lights	01/01/18	12/31/20	Leonard Burnham	(781) 897-5800	

Town of Natick

Invitation for Bids

Streetlight Maintenance



SEALED BIDS will be received:

Date: October 24, 2019

Time: 2:00 P. M. local time

Place: Procurement Office
Natick Public Works
75 West Street
Natick, MA 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 streetlight maintenance services for an initial one (1)-year term. At the sole discretion of the Town, any contract awarded will be subject to renewal for one (1) or two (2) additional one (1)-year terms. The Invitation for Bids (“IFB”) may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019. Sealed Bids will be received until **2:00 P.M. local time, October 24, 2019**, at the Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award is subject to appropriation and is subject to 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, 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 invites the submission of sealed bids for streetlight maintenance services. For a full description of such services, please refer to Section 3(A) of this IFB, below.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 9, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 16, 2019. Questions may also be submitted by email at 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 registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Streetlight Maintenance Services" shall be received by 2:00 P.M. local time, **October 24, 2019**, at this address:

Natick Public Works Building
75 West Street
Natick, MA 01760.

If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

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

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR STREETLIGHT MAINTENANCE SERVICES". 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 tradespeople who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

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

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 16, 2019. Questions may also be submitted by email at 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 registered Bidders.

Section 3. Background & Specifications

A. Scope of Work

The selected contractor shall provide all material, labor, and equipment necessary to maintain, repair, and/or replace the streetlights covered by any contract awarded pursuant to this IFB, as may be required to keep them in fully operational condition. Services to be performed shall include, but shall not be limited to, repair or replacement of failed lighting components (including luminaires, photocells, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets); monthly reports of all work performed; proper disposal of all generated waste materials; scheduled preventative maintenance inspections; emergency repairs; and related work. Lighting covered by the 'Basic Routine Maintenance' includes the two thousand four hundred (2,400) streetlights owned by the Town of Natick.

All services under this Scope of Services shall be performed under the direction and subject to the approval of the Town of Natick Director of Public Works ('Director') and/or his designee.

Basic Routine Maintenance

1. The Successful Bidder shall provide all labor, materials, equipment, tools, and supervision necessary for maintenance and emergency electrical repairs/improvements to streetlights in the Town of Natick, Massachusetts to keep them in fully operational condition.
2. The Successful Bidder shall be responsible for patrolling the streetlights in the community once per quarter to determine street lights in need of repair. The Successful Bidder shall review the status of all streetlights for potential work that shall include, but that shall not be limited to, required maintenance, relocation of lights, troubleshooting malfunctioning/non-functioning lights, and photocell maintenance. The Town will require a formal report with the results of the patrolling each quarter.

In addition, the Town may identify streetlights in need of repair. However, this community identification of streetlight repairs shall in no way reduce the Successful Bidder's responsibility for timely patrols to identify streetlights in need of repair. Routine batch maintenance ("Batch Repair List") shall be performed on a regularly scheduled day each week, weather permitting. The Successful Bidder shall identify, in writing to the Director, the scheduled day of the week that regular maintenance will be performed.

3. The Successful Bidder shall provide the Town of Natick with a written estimate based upon site visits by qualified personnel and at no cost to the Town. Such estimates shall include the following information:
 - Location of streetlight;
 - Complete statement of work to be done;
 - Cost breakdown;
 - Labor, number and type of workmen needed, the number of hours, and the rates per hour;
 - The material, type, and cost;
 - The total cost;
 - Special equipment needed;
 - Special conditions;
 - Number of days needed to start a job post-authorization; and
 - Number of days needed to complete a job.

The Successful Bidder shall forward such estimates to the Town. The Town shall approve any and all such required maintenance work before it is performed. Work is to be performed only by service orders issued by the Town. The Successful Bidder shall make only repairs specified at the time of the Service Order. If there is any question concerning repairs to be made, the Successful Bidder shall obtain clarification from the Town.

The Successful Bidder shall diagnose any problem, shall correct any conditions which may result in repetitive problems, and shall effectuate any necessary repairs. If replacement parts are needed, they shall be of the same OEM make, model, and size as those removed. All

defective parts that have been replaced shall be shown to the Town as proof of completed work.

All repairs/installations, etc. shall be completed and tested in full operating order. Certification that repairs have been completed is required to be approved in writing by the Town.

All service slips shall be completed for all work done. They shall be signed by both the Successful Bidder and the Town. All service slips shall contain the following information:

- Company name, address, and telephone number;
 - The complete name of the individual performing the work;
 - A detailed statement of the work performed and its location;
 - The quality, quantity, manufacturer, type, and model number of any equipment worked on;
 - The diagnosis/cause of the problem;
 - The dates and times of the work performed;
 - The total number of hours of work performed;
 - A statement of any additional work needed; and
 - Certified payrolls of workers performing under any contract with the Successful Bidder.
4. The Successful Bidder shall be required in appropriate circumstances to coordinate street light repair and maintenance activities with the utility. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing assistance from the utility involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any utility assistance. The Successful Bidder shall pay for any utility assistance which it fails to cancel in a timely fashion.
5. The Town will be responsible for the cost of protection crews to the extent they are needed. If the Successful Bidder determines that a police detail is required, the Successful Bidder shall notify the Town of the need for the police detail. However, the Town is interested in minimizing these costs to the extent practicable. The procedure for securing police detail assistance involves notifying and securing the approval of the Town, followed by the direct scheduling of such assistance by the Successful Bidder. In event of a scheduling change for any reason, the Successful Bidder shall be responsible for cancellation of any police detail. **The Successful Bidder shall pay for any details which it fails to cancel in a timely fashion.**

6. The Successful Bidder shall maintain a list of all maintenance activity performed. The database shall be provided electronically to the Town on a regular basis at least monthly. The database shall include:

- Dates and descriptions of all work performed,
- Location (by address or pole number) of each light upon which work was performed,
- Type and quantity of all materials used,
- List of all reported outages returned to service,
- Status of all outages not returned to service including steps taken and time required to complete,
- All open service requests dependent upon National Grid, including date and time of related communication

7. The Successful Bidder shall maintain all areas free from debris, parts, tools, etc., and shall leave all work areas broom clean and orderly. It shall maintain safe working conditions at all times and shall comply with all applicable federal, state, and local laws, rules, and regulations.

8. The Successful Bidder shall dispose of all waste materials generated through the routine maintenance program, knockdowns and/or other emergency service in accordance with all applicable laws and regulations. All disposal costs shall be borne by the Successful Bidder. The Contractor will provide the Town with a copy of disposal reports on a semi-annual basis.

9. All property damage, public or private, shall be the responsibility of the Successful Bidder. The Successful Bidder shall be provided no additional compensation for any property damage. The Successful Bidder shall assume the indemnification/insurance obligations set forth in the form of contract that is attached to this IFB and that is incorporated herein by reference.

10. For historical purposes, the average yearly performance under similar past contracts included the following:

- Two (2) underground pole knockdowns per year, including the delivery of two poles and eight (8) hours of emergency "electrical" make safe;
- Two (2) overhead pole knockdowns per year, including the delivery of two poles and 8 hours of emergency "electrical" make safe;
- Eighty (80) hours of labor per year (50 street light outages, 15 photocell replacements, miscellaneous repairs);
- Thirty (10) installations of new street lights (electrical connections by the Utility);

- One hundred (100) feet of underground conduit and underground wire replacement. Excavation will be completed by the Town;
 - One hundred (100) feet of overhead wire replacement; and
 - Twenty-five (20) fixture and arm relocations from old poles to new per year caused by pole change outs by the local utility company.
11. When the repair of an outage requires replacement of the entire luminaire, it shall be replaced with an identical or equivalent fixture or a Town-approved upgrade at the Director's discretion. Any newly installed fixture shall meet all applicable codes.
 12. Any time a light is serviced it will also be cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition.
 13. The Town recently replaced all streetlights, floodlights, spotlights, and decorative lights with energy efficient LED fixtures and luminaires. Such fixtures and luminaires are subject, to the extent applicable, to existing manufacturers' warranties from Leotek Corporation and existing installation warranties from Siemens Industries, Inc. The Town agrees to furnish the Successful Bidder with a copy of all such warranties. The Successful Bidder shall perform all work such that these warranties remain in full force and effect. The Successful Bidder shall contact all such warrantors to ensure that work performed shall comply with such warranties. To the extent that the Successful Bidder is required to subcontract such warranty work to firms approved by such warrantors, it may do so with the express written approval and consent of the Town, which shall not be unreasonably withheld. Nothing therein, however, shall absolve the Successful Bidder from its responsibility to ensure that all work performed under any contract awarded by the Town pursuant to this IFB shall be in accordance with such warranties and shall ensure that warranties shall remain in full force and effect. No markup shall be allowed for any such subcontracting outlined in this paragraph.
 14. The Town may request the Successful Bidder service other streetlights, pedestrian lights, or parking lot lights that are the property of the Town or shall become the property of the Town during the term of this contract. These services will be provided based on the quoted hourly labor rate.

Emergency Response

- 1) The Successful Bidder shall be capable of responding to emergency service requirements twenty-four (24) hours/day, seven (7) days/week. Emergency service will in most cases relate to knockdowns of poles. However, the Town of Natick shall retain sole discretion to determine when the need for emergency repair service exists. When such determination is made, a

representative of the Department of Public Works or the Natick Police Department will notify the Successful Bidder via a Contractor-supplied twenty-four (24) hour emergency telephone number. The Successful Bidder shall have workforce and equipment deployed to the emergency location three (3) hours following notification. A more rapid response shall be provided if so directed by the Natick Police Department in extreme cases. In such instances, the response time shall be within one (1) hour. Concurrent with notification to the Successful Bidder, the Town will use best efforts to notify Eversource Electric of the emergency. However, it shall be the Successful Bidder responsibility to conduct such follow up and/or additional communication with Eversource Electric to affect a complete response to the emergency service requirement.

- 2) In the event of a knockdown of a pole, the Successful Bidder shall coordinate with Eversource Electric regarding disconnection of power, remove and dispose of the pole and lighting fixture, retaining any salvageable components, and ensure the site is secured in a safe manner. The Successful Bidder shall coordinate with Eversource Electric and/or Verizon, as applicable, regarding the emergency cleanup and in particular the retrieval of Town-owned lighting components.
- 3) In the event of emergency service not involving a knockdown, the Successful Bidder shall perform such work necessary to secure the location in a safe manner.
- 4) Without waiving any of Natick's rights, the Successful Bidder shall, on Natick's behalf, pursue third parties for damages to Natick's streetlight poles or other streetlight equipment. The Successful Bidder will work with insurers to provide sufficient information to ensure reimbursement for all costs of repair work. The Town of Natick will make its best efforts to provide the Successful Bidder with police accident reports or other information required for the Successful Bidder to pursue a claim. In the event the Successful Bidder does not receive reimbursement through insurance company coverage within twelve (12) months of the accident, Natick will be liable for the Successful Bidder's costs of accident repair.
- 5) The Successful Bidder shall notify a designated Town representative, at a twenty-four (24)-hour emergency number, as soon as response to the emergency service request has been completed. If for any reason a site cannot be secured in a safe manner, the Successful Bidder shall notify the Natick Police Department. The Successful Bidder's personnel shall not depart the location until an officer has arrived at the scene to undertake necessary public safety measures.
- 6) No markup shall be allowed for such emergency work. All emergency work shall be billed at the hourly rate quoted by the Successful Bidder in its Bid Form.
- 7) Within five (5) working days following the date of emergency response, the Successful Bidder shall supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where

applicable. The Successful Bidder shall commence such repairs following notification to proceed from the Town.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the removal of public shade trees, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass 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, social security number 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.

C. Public Safety, Travel, and Convenience

The Successful Bidder shall be required, without additional compensation, to give attention to the flow of traffic. Work on major arteries shall be avoided during periods of heavy traffic. The Successful Bidder shall coordinate his/her/its work with the Natick Police Department. The work shall be accomplished in a manner that safely maintains traffic on all work site roadways.

The Successful Bidder shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic shall be permitted to pass through the work area. The Successful Bidder shall furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The Successful Bidder's vehicles and equipment shall be clearly marked with the Successful Bidder's name or logo and be easily identifiable and be equipped with suitable warning lights and reflective markings for working in daylight and dark. All safety signs and equipment shall comply with the millennium edition of the Manual on Uniform Traffic Control Devices (MUTCD).

D. Traffic Police

The Successful Bidder shall make the necessary arrangements with the Natick Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the work sites. Payment for Traffic Police is to be made by the Town of Natick Department of Public Works directly to the Natick Police Department.

Cancellation of a police detail for any reason shall be the responsibility of the Successful Bidder. The Successful Bidder's failure to do so will result in the cost of that police detail being deducted from the Bid Price.

E. Hazardous Materials Pollution Control

At all times, all hydraulically operated machinery shall have, on the vehicles or at a close proximity to them, while in operation, hazardous materials spill containment equipment that is capable of containing any hydraulic accidents.

In the event of a hydraulic accident, the Successful Bidder shall be responsible for the cleanup in compliance with the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection regulations and guidelines, and for the remediation of any property or environmental damage.

Section 4. Bid Submission Requirements:

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

1. A fully executed Bid Form (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (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 it.)
 - 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, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)
 - C. Bidder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times. The Foreman has completed and has passed an **Electrical**

Hazards Awareness Program (EHAP). The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including their proof of certification, with his/her/its Bid.

- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with 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).
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature. (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. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.
- 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.
2. A fully executed Certificate of Non-Collusion.
 3. A fully executed Certificate of Tax Compliance.
 4. A fully executed Conflict of Interest Certification.
 5. A fully executed Conflict of Interest Statement.
 6. A fully executed Certificate of Corporate Bidder, if applicable.
 7. A fully executed Certificate of Compliance with M.G.L. c.151B
 8. A fully executed Certificate of Non-Debarment.
 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 cost of the first year of any Contract executed with the Town.
 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 cost of the first year of any Contract executed with the Town.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid Streetlight Maintenance Services" shall be

received by 2:00 P.M. local time, October 24, 2019, at this address:

Natick Public Works Building
75 West Street
Natick, MA 01760.

If the Procurement Office at Natick Public Works is closed due to weather/other emergency, the deadline for receipt of sealed bids will be extended until 2:00 P.M. local time upon the next business day that the Procurement Office is open.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

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

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

Section 6. Selection Process and Award

Bids timely submitted will be reviewed by the Procurement Officer following the public opening 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, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements 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 Successful Bidder if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations,

orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

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

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Successful Bidder's yearly hourly rate times the historical yearly number of hours) with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled 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 Bidder is

prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance
4. Conflict of Interest Certification
5. Conflict of Interest Statement
6. Certificate of Corporate Bidder
7. Certificate of Compliance with M.G.L. c.151B
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

To the Town of Natick:

The undersigned Bidder ("Bidder") submits the following Bid in accordance with the Town of Natick Invitation for Bids for Street Light Maintenance Services for the prices specified below:

- A. Total Hourly Rate for Streetlight Maintenance Bid Price for all services outlined in the Town of Natick's Invitation for Bids, including materials as noted above, for Street Light Maintenance Services for an initial one (1)-year term:

Total Hourly Rate in Words _____ dollars

Total Hourly Rate in Numbers (\$ _____).

- B. This Bid includes Addenda Nos. _____ (Please write out each addendum, i.e., for four (4) addenda, write out "1, 2, 3, and 4." Do not write "1-4" or "4".

The Bidder understands that any contract awarded by the Town in accordance with this IFB shall be subject to renewal, at the sole discretion of the Town for one (1) or two (2) additional one (1)-year terms.

The undersigned agrees that, if he/she/it is awarded this Contract, 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 in accordance with the terms of the Invitation for Bids.

The undersigned certifies that it satisfies the following requirements and has provided appropriate documentation (attached hereto) in response to the following:

- A. Bidder is an established business with a minimum of five (5) years experience in the street light maintenance business. Bidder's verifiable experience record shall be acceptable to the Town of Natick. (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 it.)

- 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, including, without limitation Division of Capital Asset Management (DCAMM) Electrical Contractor Certification.)
- C. Bidder provides a qualified (Town-approved) Foreman, who shall be present at the work site at all times. The Foreman has completed and has passed an Electrical Hazards Awareness Program (EHAP). The Foreman has a minimum of three (3) years full time experience in working around wires and taking down dead trees. Bidder shall attach the name and title of all EHAP-certified employee(s), including their proof of certification, with his/her/its Bid.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with 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).
- 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. (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. Bidder is also available to commence work as designated in mowing calendar schedule and as ground conditions allows.
- 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.

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, for an initial one (1)-year term, to the lowest responsible and eligible Bidder, based upon the lowest total hourly rate, based upon historical quantity estimates, 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 undersigned 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 sum 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 further 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 undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Date

Printed Name

Printed Title

E-mail Address

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)

Date

Printed Name

Printed Title

E-mail Address

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)

Date

Printed Name

Printed Title

E-mail Address

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 Invitation for Bids) 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Date

Printed Name

Printed Title

E-mail Address

Appendix 5

CONFLICT OF INTEREST STATEMENT

The Bidder hereby certifies:

I hereby certify that 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 Invitation for Bids. I also certify that 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)

Date

Printed Name

Printed Title

E-mail Address

Appendix 6

CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Date

Printed Name

Printed Title

E-mail Address

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 7

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)

Date

Printed Name

Printed Title

E-mail Address

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)

Date

Printed Name

Printed Title

E-mail Address

Appendix 9

PREVAILING WAGE RATES

See attached document.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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 City/Town: NATICK
Contract Number:
Description of Work: Invitation for Bids - Streetlight Repair
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

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	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	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)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

		Unemployment				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	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)	08/01/2019	\$52.26	\$10.75	\$20.70	\$0.00	\$83.71
BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2020	\$52.86	\$10.75	\$20.70	\$0.00	\$84.31
	08/01/2020	\$54.21	\$10.75	\$20.85	\$0.00	\$85.81
	02/01/2021	\$54.81	\$10.75	\$20.85	\$0.00	\$86.41
	08/01/2021	\$56.21	\$10.75	\$21.01	\$0.00	\$87.97
	02/01/2022	\$56.79	\$10.75	\$21.01	\$0.00	\$88.55

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.13	\$10.75	\$20.70	\$0.00	\$57.58
2	60	\$31.36	\$10.75	\$20.70	\$0.00	\$62.81
3	70	\$36.58	\$10.75	\$20.70	\$0.00	\$68.03
4	80	\$41.81	\$10.75	\$20.70	\$0.00	\$73.26
5	90	\$47.03	\$10.75	\$20.70	\$0.00	\$78.48

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$10.75	\$20.70	\$0.00	\$57.88
2	60	\$31.72	\$10.75	\$20.70	\$0.00	\$63.17
3	70	\$37.00	\$10.75	\$20.70	\$0.00	\$68.45
4	80	\$42.29	\$10.75	\$20.70	\$0.00	\$73.74
5	90	\$47.57	\$10.75	\$20.70	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification

CAISSON & UNDERPINNING TOP MAN
LABORERS - FOUNDATION AND MARINE

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$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

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
 BRICKLAYERS LOCAL 3 (LOWELL)

07/01/2019	\$43.99	\$12.75	\$22.41	\$0.62	\$79.77
01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.00	\$12.75	\$15.41	\$0.00	\$50.16
2	60	\$26.39	\$12.75	\$17.41	\$0.62	\$57.17
3	65	\$28.59	\$12.75	\$18.41	\$0.62	\$60.37
4	70	\$30.79	\$12.75	\$19.41	\$0.62	\$63.57
5	75	\$32.99	\$12.75	\$20.41	\$0.62	\$66.77
6	80	\$35.19	\$12.75	\$21.41	\$0.62	\$69.97
7	90	\$39.59	\$12.75	\$22.41	\$0.62	\$75.37

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

					Unemployment	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019					Supplemental	Total Rate
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020					Supplemental	Total Rate
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Minimum	Maximum	Unemployment	
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	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)	08/01/2019	\$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)	08/01/2019	\$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)	08/01/2019	\$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

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
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
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>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
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"						

FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23

For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)
SHEETMETAL WORKERS LOCAL 17 - A

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"

HVAC (TESTING AND BALANCING - AIR)
SHEETMETAL WORKERS LOCAL 17 - A

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"

Classification

HVAC (TESTING AND BALANCING -WATER)
PIPEFITTERS LOCAL 537

Effective Date	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

Effective Date	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

Effective Date	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS)
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)

Effective Date	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston
Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER
IRONWORKERS LOCAL 7 (BOSTON AREA)

Effective Date	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.00	\$8.00	\$23.50	\$0.00	\$59.50
2	70	\$32.66	\$8.00	\$23.50	\$0.00	\$64.16
3	75	\$35.00	\$8.00	\$23.50	\$0.00	\$66.50
4	80	\$37.33	\$8.00	\$23.50	\$0.00	\$68.83
5	85	\$39.66	\$8.00	\$23.50	\$0.00	\$71.16
6	90	\$41.99	\$8.00	\$23.50	\$0.00	\$73.49

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
LABORERS - ZONE 2	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
LABORERS - ZONE 2	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
LABORERS - ZONE 2	12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$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

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$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
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

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

06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY)
PAINTERS LOCAL 35 - ZONE 2

06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

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) *	07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
* If 30% or more of surfaces to be painted are new construction,	01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
	01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55	\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60	\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65	\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70	\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75	\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80	\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90	\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55	\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60	\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65	\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70	\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75	\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80	\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90	\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)
PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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)

08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
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Apprentice - PILE DRIVER - Local 56 Zone 1

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
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

Apprentice - PIPEFITTER - Local 537

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

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

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:**

				Unemployment		
PIPELAYER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS
PLUMBERS & GASFITTERS LOCAL 12

09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$64.20, Step5 with lic\$71.67

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)
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
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15

For apprentice rates see "Apprentice- LABORER"

POWER SHOVEL/DERRICK/TRENCHING MACHINE
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

READY-MIX CONCRETE DRIVER
TEAMSTERS 170 - Dauphinals (Bellingham)

01/01/2019	\$23.75	\$10.56	\$2.50	\$0.00	\$36.81
12/01/2019	\$24.00	\$10.56	\$2.50	\$0.00	\$37.06
01/01/2020	\$24.00	\$11.01	\$2.50	\$0.00	\$37.51

RECLAIMERS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RIDE-ON MOTORIZED BUGGY OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$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	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) ROOFERS LOCAL 33	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

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	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER
SHEETMETAL WORKERS LOCAL 17 - A

					Unemployment	
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	

Apprentice - SHEET METAL WORKER - Local 17-A

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

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
5	52	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
6	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
7	60	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
8	65	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
9	75	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
10	85	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	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

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
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER
LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Issue Date: 09/03/2019

Wage Request Number: 20190903-016

					Unemployment	
TRACTORS/PORTABLE STEAM GENERATORS						
OPERATING ENGINEERS LOCAL 4						
	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT						
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
	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						
LABORERS (COMPRESSED AIR)						
	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)						
LABORERS (COMPRESSED AIR)						
	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR						
LABORERS (FREE AIR TUNNEL)						
	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE)						
LABORERS (FREE AIR TUNNEL)						
	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
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"					
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
	For apprentice rates see "Apprentice- LINEMAN"					
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
	For apprentice rates see "Apprentice- LINEMAN"					
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
	For apprentice rates see "Apprentice- LINEMAN"					
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
	For apprentice rates see "Apprentice- LINEMAN"					

	Effective Date	Base Wage	Health	Pension	Unemployment	Total Rate
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	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				Supplemental Unemployment	Total Rate
Step	percent	Apprentice Base Wage	Health	Pension		
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 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

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

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 _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide streetlight maintenance services, as set forth in the Invitation for Bids for Streetlight Maintenance Services ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the opening paragraph 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 the Invitation for Bids/Order of Priority of Contract Documents

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

Highest Priority: Amendments to Contract (if any)

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

5. Payment

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

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

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

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

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

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

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

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

under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

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

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

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

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times

the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price (as determined by the Contractor's yearly hourly rate times the historical yearly number of hours), with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the

Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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

19. Termination

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

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

If to the Town: William D. Chenard
Deputy Town Administrator - Operations
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.
- 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, 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 Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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:

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: _____

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.

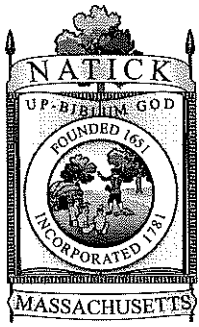
I, further certify that the above vote is still in effect on this the _____ day of _____, 20____ and has
not been changed or modified in any respect.

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
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jemma Lambert, Director, Natick Community Services Department
Karen Partanen, Director, Natick Recreation and Parks Department

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 31, 2019

**SUBJECT: CONTRACT AWARD
PROCUREMENT OF TRANSPORTATION SERVICES FOR THE NATICK
RECREATION AND PARKS DEPARTMENT**

On October 25, 2019 sealed bids were received in response to the Town of Natick's IFB for the procurement of transportation services for the Natick Recreation and Parks Department. Bids were received from two (2) bidders. (See attached.)

The lowest bid in category 1 (Nashoba Valley Skiing and Early Release Trips), in the amount of \$4.59/mile (year 1), \$4.68/mile (year 2), and \$4.77/mile (year 3), was received from First Student, Inc. Layover costs and minimum bus figures are as noted in the tally sheet, but are not used as a basis for award.

The lowest bid in category 2 (Camp Woodtrail and Camp Arrowhead trips), in the amount of \$3.95/mile (year 1), \$4.07/mile (year 2), and \$4.19/mile (year 3), was received from Durham School Services Layover costs and minimum bus figures are as noted in the tally sheet, but are not used as a basis for award.

The lowest bid in category 3 (additional bus costs - \$322.00/bus) was provided by First Student, Inc. These will be used on an as-needed basis for the Nashoba Valley Skiing and Early Release trips, as well as for Camp Arrowhead and Camp Woodtrail (if needed).

After reviewing references and background, it has been determined that both First Student and Durham School Services are responsible and responsive bidders.

We recommend that the Natick Board of Selectmen award the contract to Durham for category 2, and to First Student for categories 1 and 3 for the amounts of their respective bids. The contracts shall each begin on July 1, 2020, and shall expire three (3) years later, subject to the terms of the IFB.

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

Bids Received:	10/25/19
Newspaper Advertisement:	10/04/19
<u>(MetroWest Daily News)</u>	
Website Posting:	10/01/19
Town Hall Posting:	10/01/19
<u>Goods and Services</u> Publication:	10/07/19
COMMBUYS Publication:	10/01/19

Funding information: Natick Recreation and Parks Department Operating Budget –
Approximately \$55,000.00/year.

Town of Natick

IFB Opening Form

Bids - Transportation Services for Natick Recreation and Parks

Date & Time: October 25, 2019, 11:00 A.M. EDST

Company Name	Envelope Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
First Student, Wall, NJ	X	X	X	X	X	X	X	X	X	ITEM 1 Con/Mile \$4.59/mile year 1; \$4.68/mile year 2; \$4.77/mile year 3. Layover Cost/Hour \$50.44/hr. year 1; \$52.45/hr. year 2; \$54.55/hr. year 3. Minimum Bus \$322.00 Year 1; \$322.00 Year 2; \$322.00 Year 3.
										ITEM 2 Con/Mile \$4.59/mile year 1; \$4.68/mile year 2; \$4.77/mile year 3. Layover Cost/Hour \$50.44/hr. year 1; \$52.45/hr. year 2; \$54.55/hr. year 3. Minimum Bus \$322.00 Year 1; \$322.00 Year 2; \$322.00 Year 3.
										ITEM 3 \$322.00/Bus

Accepted this 25th day of October 2019 in Natick, MA
CPO Signature: *[Signature]* 10/25/19

Witness Signature: *[Signature]* 10-25-19

Town of Natick

IFB Opening Form

Bids - Transportation Services for Natick Recreation and Parks

Date & Time: October 25, 2019, 11:00 A.M. EDST

Company Name	Envelope Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Durham School Services, Lisle, IL	x	x	x	Limited Part	x	x	x	x	x	ITEM 1
										No Bid.
										No Bid.
										No Bid.
										ITEM 2
										Comp/Mile \$3.95/mile year 1; \$4.07/mile year 2; \$4.19/mile year 3.
										Layover Cost/Hour \$50.00/hr. year 1; \$51.50/hr. year 2; \$53.00/hr. year 3.
										Minimum Bus \$312.00 Year 1; \$321.36 Year 2; \$331.00 Year 3.
										ITEM 3
										No Bid.

Signed this 25th day of October 2019, at Natick, Massachusetts
 CPO Signature: *[Signature]* 10/25/19

Witness Signature: *[Signature]* 10-23-19

Town of Natick, Massachusetts
Contract
for
the Provision of Transportation Services for the Natick Recreation and Parks Department

This Contract made this eighteenth day of November, 2020, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," or "the Town") and First Student, Inc., a corporation organized under the State of Delaware, with a principal office located at 1800 Route 34 N, Building 3, Suite 304, Wall, NJ 07719 (hereinafter designated "the Contractor"). The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide transportation services described in categories 1 (Nashoba Ski Trips and early release trips) and 3 (extra bus) of the Natick Recreation and Parks Department, as described in the Town of Natick Invitation for Bids for the Provision of Transportation Services for the Natick Recreation and Parks Department ("IFB"), 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.

3. Term

The term of this Contract shall be three (3) years, commencing on July 1, 2020, and ending June 30, 2023.

4. Incorporation of the IFB/Order of Priority of Contract Documents

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

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

5. Payment

In consideration for the services rendered pursuant to the IFB issued by the Town, the Town shall pay the Contractor according to price rates specified in the Contractor's Bid for categories 1 and 3. (Submitted bid form attached.)

The Contractor shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Contractor's cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for equipment delivered 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.

Except as noted in the IFB, this Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's performance shall not be paid by the Town.

Payment of the amounts due under this Contract shall release the Town, 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

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, 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, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of bus operators. 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 any other laws, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this 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 coverage's 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, \$5,000,000 each occurrence and \$5,000,000 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 - Combined single limit of \$5,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$20,000,000 each occurrence and \$20,000,000 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 Owner 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 this Contract.
- h. The Contractor shall also be required to provide with its proof of insurance coverage to the Town of Natick endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate

termination thereof.

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, 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 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 Conditions of Contract

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

12. Performance Bond

The Contractor shall deliver a Performance Bond in the amount of one hundred (100) percent of the Contract price to the Town within twenty (20) business days after notification of acceptance of Contract by the Town. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of this Contract, or any extension or renewal thereof.

13. 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 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 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 under this Contract.

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 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 Owner:

William D. Chenard
Deputy Town Administrator - Operations
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:

First Student, Inc.
1800 Route 34 N, Building 3, Suite 304
Wall, NJ 07719.

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 Owner shall constitute a waiver of a right or duty afforded to the Owner 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 Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner 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 Owner 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 Owner 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 Owner has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the

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

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Owner, in writing, the names, addresses and telephone numbers of not fewer than two principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their 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 Owner.
- 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 Town of Natick, Massachusetts

by: The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

First Student, Inc.

by:

Signature

Printed Name

Printed Title

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: _____

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.)

First Student Inc.

1800 Route 34 N

Building 3, Suite 304

Wall, NJ 07719

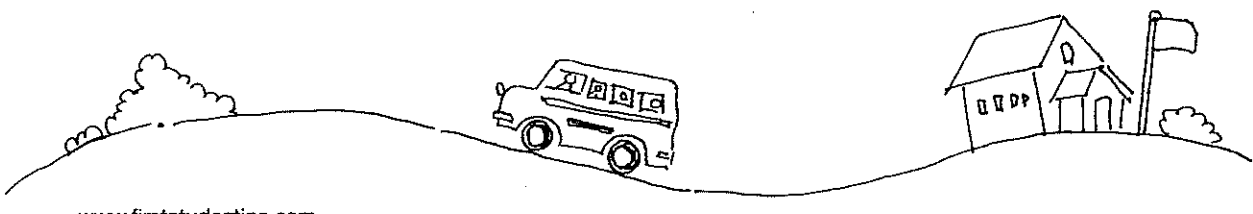
800-774-3885

Z1customercare@firstgroup.com

Bid Response to Town of Natick

**IFB: Provision of Transportation Services for the
Natick Recreation and Parks Department – Bid**

Bid Opening: 10/25/2019 at 11:00AM



October 23, 2019

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Tel: 508-647-6438

Re: IFB: Provision of Transportation Services for the Natick Recreation and Parks Department – Bid

Dear Procurement Officer:

We appreciate the opportunity to provide a quote for the transportation needs of the Town of Natick. Your group will be professionally serviced by our experienced staff.

Below is our quote for transportation services to be provided on specific dates to be determined after bid opening and mutually agreed upon by the Town and First Student during the contract period from 2020 - 2022.

We are looking forward to working with you this year!

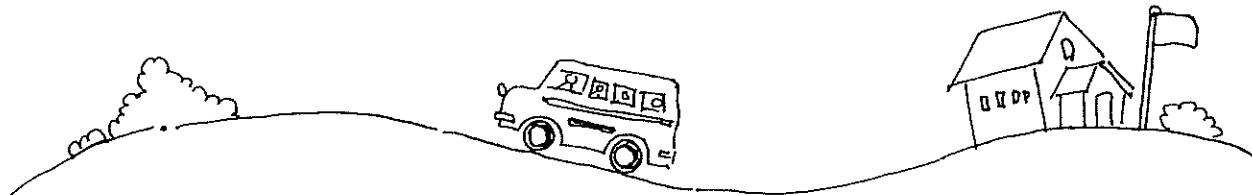
Some facts about First Student

- We carry \$5,000,000 of liability insurance and will provide a Certificate of Insurance upon request
- We offer competitive pricing on any of our offered services
- We have set industry standards for standard for maintaining the most reliable, safest equipment in the transportation industry
- We have the highest safety rating issued by the United States Department of Transportation

Sincerely,

Veronica Guardascione
Inside Sales Representative
First Student – Atlantic Charter Center
800-774-3885
z1customercare@firstgroup.com

"If you cannot do it safely, don't do it"



Schedule of Service and Fees

First Student will provide the following:

Service: Standard yellow school buses accommodating up to forty-eight (48) student passengers will perform the services as described in the IFB: Provision of Transportation Services for the Natick Recreation and Parks Department – Bid attached hereto. Vehicles will be no older than model year 2007 and will be equipped with two-way radios.

Cost:

- Year 1: \$4.59 per mile calculated from the initial pick up location until the final drop off of each trip; plus \$50.44 per hour layover cost. All trips to be billed no less than a \$322 minimum charge per bus per trip.
- Year 2: \$4.68 per mile calculated from the initial pick up location until the final drop off of each trip; plus \$52.45 per hour layover cost. All trips to be billed no less than a \$322 minimum charge per bus per trip.
- Year 3: \$4.77 per mile calculated from the initial pick up location until the final drop off of each trip; plus \$54.55 per hour layover cost. All trips to be billed no less than a \$322 minimum charge per bus per trip.

Includes: Travel from First Student bus terminal to route and back for all shifts; all maintenance and repairs; general cleaning; back-up buses and driver; and insurance (certificate naming Customer as additional insured can be provided prior to commencement of the work.)

Routes: All trip itineraries and routes must be provided to First Student as far in advance of the trip as possible. Routes and times may change over time based upon mutual agreement.

Additional Charges: Additional charges may apply for any time used beyond the schedule listed above and will be billed out at for each additional layover hour the bus is used. Should a bus be sent away before the scheduled end time, there will be a charge for every layover hour the bus was used depending upon which event the bus was sent away from. A minimum charge of no less than \$322 per bus is still due, regardless of if the bus is sent away earlier than scheduled from site. Additional charges may also apply to any damage to the buses and for any excessive cleaning that may be required. If cleaning fees are required, there will be an additional charge of \$75 - \$150 per bus. Cancellation fee of \$100 may apply if the bus is cancelled with less than a 48-hour notice prior to the trip for non-weather-related reasons. Cancellation the day of your trip may incur a cancellation fee of up to the minimum charge of \$322 per bus.

Service Notifications: If service is interrupted for any reason, First Student will notify the customer designee immediately. All buses are radio equipped. In the event of a breakdown while on route, a replacement bus will be driven to the route. Operator "no shows" are replaced by our stand-by drivers or supervisors. Cross-training is done to minimize service disruption due to sick days, vacations or unexpected absences.

Bid Submission Requirements:

1. Fully Executed Attachment A attached.
 - A. First Student holds all applicable State and Federal permits, licenses, and approval required to provide service for attached scope of work.
 - B. Please see attached COI.
 - C. Please see attached Certificate of Good Standing and/or Tax Compliance attached.
 - D. First Student has not failed to perform on similar contracts.
 - E. First Student has provided service for the Town of Natick for the past several years and has the ability and resources to continue to provide quality service. Please see attached Contractor Qual
2. Fully Executed Attachment B attached.
3. Fully Executed Attachment C and Attachment D attached.
4. Fully Executed Attachment E attached.
5. Fully Executed Attachment F attached.
6. Fully Executed Attachment G attached.
7. Please see attached COI.
8. Please see attached letter of intent.
9. First Student has hundreds of buses currently in the state of Massachusetts and several service locations in the Natick area. We would be able to pull vehicles from neighboring locations if the need arises.
10. Please see attached files in regards to maintenance.
11. Please see attached three (3) professional references.
12. Please see attached Safety and Training Documents.
13. Please see attached Employment Screening and Background Checks Document. First Student supports a policy of a drug-free workforce in a drug-free workplace. First Student requires pre-employment testing and performs monthly random testing.

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

Printed Name of Bidder:

First Student, Inc.

Address: 1800 Route 34 N

Building 3, Suite 304

Wall, NJ 07719

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA NOS. 1

Write out all addenda. For example, for three (3) addenda issued, write out "1, 2, and 3." Do not write "3" or "1-3."

Section	Time of Year	Activity	Bid Price	Price YR 1	Price YR 2	Price YR 3
1) School Bus with Driver (65 Passenger)	September – June	<ul style="list-style-type: none"> Nashoba Valley Skiing Sundays Jan – Feb (6 weeks) 2 – 3 Buses 7:15am – 1:15pm Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm 	Cost Per Mile	<u>\$4.59</u>	<u>\$4.68</u>	<u>\$4.77</u>
			Layover Cost per Hour	<u>\$50.44</u>	<u>\$52.45</u>	<u>\$54.55</u>
			Minimum Bus	<u>\$322</u>	<u>\$322</u>	<u>\$322</u>
2) School Bus with Driver (65 Passenger)	July & August	<ul style="list-style-type: none"> Camp Woodtrail & Camp Arrowhead (see sample listing below) 	Cost Per Mile	<u>\$4.59</u>	<u>\$4.68</u>	<u>\$4.77</u>
			Layover Cost per Hour	<u>\$50.44</u>	<u>\$52.45</u>	<u>\$54.55</u>
			Minimum Bus	<u>\$322</u>	<u>\$322</u>	<u>\$322</u>

Trip (Non Exclusive Sample, May Vary)	# of Buses	Time	Location
Water Country	3	9am – 8pm	Portsmouth, NH
Southwick Zoo	2	9am – 2pm	Mendon, MA
Water Country	3	9am – 6pm	Portsmouth, NH
Canobie Lake Park	3	9am – 7pm	Salem, NH
Blue Hills	2	9am – 3pm	Milton, MA
Kimball Farms	2	9am – 2pm	Westford, MA
Concord Academy	2	9am – 2pm	Concord, MA
Downtown Newport	2	9am – 7pm	Newport, RI
Funtown Splash Town	6	9am – 8pm	Saco, ME
Breezy Waterslides	5	9am – 3pm	Douglas, MA
Total Buses:	30		

3. SCHOOL BUS ONLY (WITH DRIVER) (65 PASSENGER)	Approximately 25 days of in-town use		Cost for Rental Per day. Flat Rate	\$322
				XXXXXXXX
				XXXXXXXX

Hours 9-3, Monday through Friday, servicing Wilson Middle School and/or Kennedy Middle School

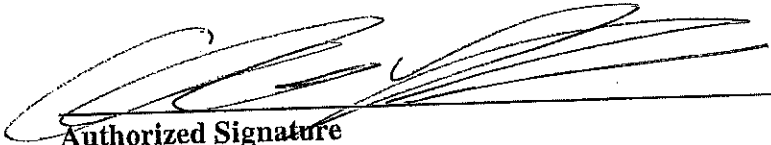
The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)
- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids. A separate award may be made for each category. The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

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



Authorized Signature

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

Date

Full Legal Name First Student, Inc.

Officers of Corporation and Addresses

State of Incorporation Delaware

Principal Place of Business 600 Vine Street, Suite 1400

Cincinnati, OH 45202

Tel. 800-844-5588

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA

151 Oak Street

Westborough, MA 01581

Tel. 508-481-5346



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/11/2019

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
Aon Risk Services Northeast, Inc.
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 USA

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

INSURED
FirstGroup America
600 Vine Street
Suite 1400
Cincinnati OH 45202 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B: American Home Assurance Co.	19380
INSURER C: National Union Fire Ins Co of Pittsburgh	19445
INSURER D: Commerce & Industry Ins Co	19410
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570078816616

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3629890	12/31/2018	12/31/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
C	AUTOMOBILE LIABILITY			CA 192-18-09 AOS	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
C	<input checked="" type="checkbox"/> ANY AUTO			CA 192-18-01 MA	12/31/2018	12/31/2019	BODILY INJURY (Per person)
C	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 192-18-08 VA	12/31/2018	12/31/2019	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			28295050 SIR applies per policy terms & conditions	12/31/2018	12/31/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649551	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC014649550	12/31/2018	12/31/2019	E.L. EACH ACCIDENT \$5,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014649548	12/31/2018	12/31/2019	E.L. DISEASE-EA EMPLOYEE \$5,000,000
A				WC014649547	12/31/2018	12/31/2019	E.L. DISEASE-POLICY LIMIT \$5,000,000
A				WC014649549	12/31/2018	12/31/2019	EL Each Accident \$5,000,000 EL Disease - Policy \$5,000,000 EL Disease - Ea Emp \$5,000,000
C	EXCESS WC			XWC6583124 SIR applies per policy terms & conditions	12/31/2018	12/31/2019	

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

CERTIFICATE HOLDER

FirstGroup America
600 Vine Street #1400
Cincinnati OH 45202 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570078816616



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1489096064
Notice Date: June 5, 2019
Case ID: 0-000-699-163



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FIRST STUDENT INC
2221 E LAMAR BLVD STE 500
ARLINGTON TX 76006-7447

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FIRST STUDENT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

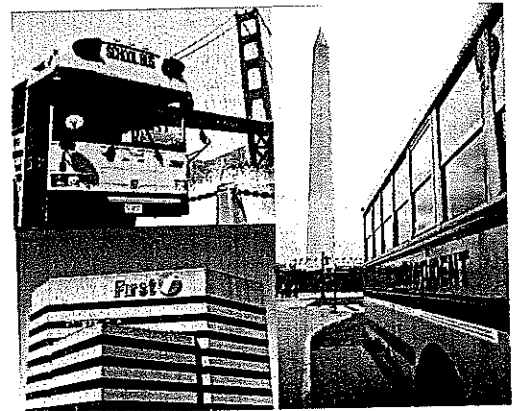
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Leader in Student Transportation

First Student, Inc. has provided student transportation services to school districts for nearly a century. Our history of school bus service traces back to 1913. In this year, the Patchett Bus and Transportation Company had a bus designed by Ford Motor Company. Under the supervision of Mr. Patchett, this bus was designed and used to provide service for Newman Elementary students in California. Since those early days, First Student has grown to be North America's leading school bus transportation company, safely transporting over four million students to and from school every day.



Today, First Student serves more than 1,500 school systems in thirty-eight (38) states and nine (9) Canadian provinces. With our fleet of more than 57,000 school buses and over 62,000 employees, we provide these customers with personalized transportation solutions by leveraging our economies of scale, global resources and systems expertise. Our innovative solutions ensure that the students and the community receive the safest, most efficient and cost-effective student transportation services possible.

First Student's approach to business starts with our commitments to safety, operational excellence and customer service. This balanced approach keeps our focus on the benefits we provide to our school district partners, the ultimate of which is a safe and secure ride for students. Our services are delivered with professionalism and trust. We promise our customers that we will deliver and we will deliver what we promise. Furthermore, our success is built upon a foundation and history of providing school districts with what they expect – a safe, efficient and professional student transportation service. Our foundation is based on:

- **A Safety Culture** Safety is our core value. It is an integral part of First Student's culture and a way of life for our employees. Our safety approach focuses on the prevention of all injuries and collisions and is reinforced through participation and ownership at all levels. Our safety commitment promotes a safe, secure ride for students, positive parent and community goodwill, peace-of-mind and more.
- **Efficient Operations** Our operational capabilities are unsurpassed in the industry. We continually monitor, plan, and innovate our operations in order to help our customers meet their needs today and well into the future. This is applicable to all aspects of our operations to include driver training, dispatch, routing, purchasing, inventory management and maintenance. Our commitment to operational excellence promotes financial benefits and efficient transition times for our school district partners.

CONTRACTOR QUALIFICATIONS




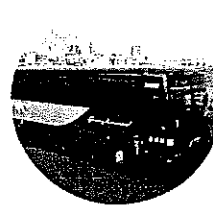


- **A Customer and Community Focus** We provide students with easily accessible, friendly and personalized transportation service that ensures a great start to their school day. Our local teams are dedicated to providing district staff, parents and students with the level of service expected, forging a strong and successful partnership. For parents and students, our customer service commitment promotes a smooth transition from home to school and back again.

FirstGroup plc. and FirstGroup America Inc.

First Student, Inc. is part of FirstGroup America, the North American operation of FirstGroup plc. FirstGroup plc is a \$10.6 billion global transportation company with a vision to transform travel by providing public transport services that are safe, reliable, high quality, personal and accessible. From high-speed passenger trains and public transit to fleet maintenance and mobile technology, FirstGroup employs more than 130,000 people worldwide, with more than 60,000 employees in our North American operation.

FirstGroup America is the leader in safe, reliable, sustainable transportation and is the largest provider of surface transportation services in North America. Our company owns and/or operates over 70,000 school and transit buses, and maintains many more vehicles in over 1,100 locations in the United States and Canada. In addition to First Student, FirstGroup America includes:

FIRST STUDENT	FIRST TRANSIT	FIRST SERVICES	GREYHOUND
			
First Student is the largest provider of student transportation in North America with a fleet of approximately 60,000 yellow school buses, carrying 4 million students every day across the US and Canada.	First Transit is one of the largest private sector providers of transit management and contracting, managing public transport systems on behalf of city transit authorities. We are one of the largest providers of airport shuttle bus services in the US and also manage call centres, paratransit operations and other light transit activities.	First Services is the largest private sector provider of vehicle maintenance and ancillary support services in the US. We provide fleet maintenance for public sector customers such as the Federal Government, cities and fire and police departments. We also provide a range of support services including vehicle maintenance, logistics support and facilities management to public and private sector clients including the US Navy and US Air Force.	Greyhound is the only national provider of scheduled intercity coach transportation services in both the US and Canada. Based in Dallas, Greyhound provides scheduled passenger services to approximately 3,100 destinations throughout the US and Canada carrying over 22 million passengers annually.
57,400 yellow school buses	Operates and manages 11,600 buses	Maintains over 43,000 vehicles	3,800 destinations
Operates in 600 locations	Manages and operates in 231 locations	Operates in 90 locations	17.6m passengers per year
62,000 employees	15,000 employees	3,600 employees	7,000 employees

Charter Transportation Service

We offer safe, reliable and cost-effective charter services as a transportation solution for group travel. Our charter capabilities range from daily shuttle service, cross-country excursions and short-term event travel, to long-term contract transportation. This is a service that is planned by our business development experts, customized to fit the needs of our clients.



Each year thousands of companies, event organizers and non-profit organizations turn to First Student for professional transportation solutions. We offer premier safety, predictable savings and professional solutions for all charter transportation needs. At half the price of coach buses, our clients benefit from exceptional cost savings to enhance their main event.

FirstGroup's reliable charter transportation services are utilized for

- *National Sporting Events*
- *Conventions and Trade shows*
- *Corporate Events*
- *Sports Teams*
- *Employee Shuttle Services*
- *Reunions, Parties and Weddings*

Industry "Best Practices"

Our Commitment

First Student, Inc. is committed to assisting Pueblo City School District #60 in its goal to provide every student with the enjoyment of a full and enriching education. We understand your district has unique needs, requirements and a vision of the service you endeavor to provide to your community. As your student transportation partner, we plan to meet and exceed your expectations, helping you prepare for the future needs of your district and community.

We believe our reputation and record of performance in the industry clearly demonstrates our ability to meet these commitments. We deliver more than the elements written into the contract; we deliver commitment to success, quality of service and peace of mind for your district and community.

Our Resources

Student transportation is a business that is dependent upon both people and equipment, with operating demands exclusive to the industry. First Student will effectively manage these demands by providing your district with a skilled and experienced, locally-based team supported by a national network of seasoned transportation professionals. With more than 68,000 people operating a fleet in excess of 60,000 buses, we leverage significant economies of scale, capital investment opportunities, operational experience and systems expertise. In short, our network of resources enables us to develop and implement solutions for your unique transportation needs.

Our Innovations

Our capabilities and experience in developing and implementing effective solutions sets us apart from other transportation providers in the industry. Our local operations benefit from our national perspective and our ability to identify patterns among transportation challenges and to then develop, test and implement effective solutions. As a result, our people develop and implement a number of innovations and measures that have been "firsts" for the industry and proven successful throughout our operations, including:

Safety Measures

- *Installing safety crossing gates on our fleet of school buses.* First Student is known for being the first company to take this important step.
- *Adding mandatory safety components.* First Student is the first student transportation company to offer a computerized safety and security system for real-time tracking of our buses as well as Child Check-Mate (the electronic reminder system to prevent children from being left unattended on a bus).
- *Adding security measures.* First Student provides Theft-Mate as standard equipment on all of our buses, which secures and protects the vehicle interior against intruders.

Innovations by First Student and FirstGroup America

As the leader in student transportation, First Student and its parent company, FirstGroup America, has:

- Developed and tested numerous vehicle specifications that were industry firsts. First Student was instrumental in creating new industry standards, including longer lasting brakes, improved mirror systems, better wheels and tires, low-maintenance engine components, etc.

CONTRACTOR QUALIFICATIONS



- Created one of the first nationwide Safety Lifestyle Cultures in the private sector. First Student's Injury Prevention program promotes compliance to safety at all levels in our company.
- Developed one of the industry's first comprehensive student passenger management programs which helps promote a safe environment for all students.
- Implemented one of the industry's first automated shop maintenance systems. This system has proven to improve fleet performance, repair efficiency, and vehicle reliability.
- Sponsored the development of video training programs which are now available to all national school transportation providers. Topics include Braking Systems and Effective Braking Techniques.
- Created one of the industry's first national recruitment efforts to ensure we always have a full staff of skilled drivers.
- Developed one of the industry's first strategies for preferred employer status, to maintain and foster positive labor/management relations.

Safety Culture

At First Student, we believe that providing safe, reliable transportation is the single most important commitment we can make to you and your community. Every school day, parents and administrators trust us to get four million children to and from school safely on our buses. No passenger in the world is more treasured than the students we take to and from school every day. In fact, our commitment to the students' safety and satisfaction is so important to us that we combine up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry to ensure that our student passengers enjoy the safest ride possible.

*If we cannot do it safely, then
we're not going to do it at all. We
have complete togetherness;
complete teamwork in
everything that we do.
Oliver H.
School Bus Driver*

Over the years, First Student has earned an award-winning reputation for providing safe, reliable student transportation in the United States and Canada. Our safety record is among the best in the industry and we continue to develop new ways to raise our safety performance standards even higher. With an emphasis on three interdependent areas—training, equipment, and operations—First Student continues to lead the industry in providing the safest possible student transportation.



Our parent company, FirstGroup America, was awarded the National Safety Council's 2009 Green Cross for Safety Medal. This is the highest award for safety in North America. Each year, the NSC awards the Green Cross for Safety Medal to an organization that demonstrates a steadfast commitment to improving safety and health in the workplace, its community and through safety leadership demonstrated by its CEO.

CONTRACTOR QUALIFICATIONS



More information about our safety and training programs can be found in the "SAFETY PROGRAM" Section of this proposal.

Employees

Outstanding performance requires employees who are willing to go that extra mile each and every day. As a service-oriented company, First Student is committed to recruiting, retaining and rewarding the most dedicated and professional employees in the industry. We expect our employees to be courteous, knowledgeable and professional. In return, we provide incentives and rewards that reflect the pride they take in their jobs.



This willingness to go the extra mile is demonstrated in our special needs programs. Our drivers recognize that transporting children with disabilities requires an appreciation for their special needs. These dedicated employees regularly attend sensitivity training sessions where they discuss a variety of topics designed to help them meet the individual needs of their passengers. Such compassion has earned First Student a reputation for having the best and the brightest employees in the school transportation industry. It's this type of outstanding service that our school district partners count on every day.

Driver Selection

Recruiting qualified, talented and responsible drivers is a critical element in providing the safest possible student transportation. Ultimately, a top quality workforce improves safety performance.

Because the safety of our passengers is our top priority, we have developed a system designed to recruit and retain the best possible drivers. We identify top quality school bus attendants and drivers whose experience and history mirror the selection criteria we have developed through our years of service. The result is a safety and customer service oriented staff of highly qualified drivers.

Training

First Student's reputation for providing the industry's safest transportation was built on our dedication to teamwork and continuous training. We have comprehensive safety training programs for each link in the student transportation chain. When we partner with a school district, our goal is to ensure that everyone involved in student transportation is clearly focused on safety. We keep drivers, dispatchers, mechanics, supervisors, school administrators, teachers, students and



parents focused, informed and trained on safety.

Student/Parent Awareness Programs

First Student understands that having the most competent, highly trained drivers behind the wheel of the safest, best maintained school buses is not the complete answer to safety. There are many other components to providing the safest transportation possible. It is essential that students and their parents understand their responsibility regarding important safety procedures both on and off the bus.

Safety Equipment

With our enhancements and state-of-the art technology, we provide our district partners with the safest, most reliable equipment available in the transportation industry. Your district and students will enjoy our updated school buses, enhanced service and safety features, including:

- **Child Check-Mate System:** A safety device installed by First Student that helps school bus drivers locate sleeping children on an empty bus.
- **Placard Policy:** Our "empty" placard also helps ensure no child is left alone on an empty school bus.
- **Crossing Control Arms:** The crossing control arm is standard equipment on most First Student buses, unless prohibited by state regulations.
- **Two-Way Radios:** Radios on all buses allow us to better serve the needs of students and parents.

Operations

From state-of-the-art route management and vehicle maintenance to driver training and special needs capabilities, First Student's sophisticated operations provide school districts with all the resources they need to design, operate and manage successful school transportation systems.

With our diverse capabilities we can reduce, and in many cases eliminate, the day-to-day responsibilities of managing and operating a school transportation program for our school district partners.

First Student enables educators to do what they do best: educate children

Throughout the United States and Canada, thousands of school districts have found relief for their student transportation headaches by turning to us to perform above their expectations.

At First Student, performance means:

- Providing dependable service
- Being efficient and effective
- Safely delivering what we promise on time and on budget
- Doing whatever it takes to fulfill the needs of our school district partners.

By that definition, we believe our performance is unmatched in the student transportation industry. With superior maintenance, quality equipment and dedicated employees, we are unequalled in providing quality services.

Maintenance

We have all the resources necessary to serve the maintenance needs of your school district. At First Student, delivering outstanding performance means exceeding industry standards. This is reflected in our maintenance capabilities and programs to ensure that your district has the safest and most efficient bus fleet. Please refer to the **"EQUIPMENT, MAINTENANCE FACILITIES, MAINTENANCE PROGRAM"** Section in this proposal for further detail concerning the various programs.

Equipment

First Student has the largest and most rigorously maintained school bus fleet in North America. Our mission to safely transport students to and from school is only accomplished with safe, reliable and effectively-maintained equipment. That is why our equipment and bus maintenance programs are, by design, the most stringent and innovative in the industry.

We take a comprehensive and systematic approach to purchasing and maintaining our buses and equipment. Our size and unmatched buying power allows us to capitalize on bulk purchase opportunities for buses, replacement parts, insurance and more. We purchase high quality parts and equipment for significantly less and these savings are reflected in our pricing to you, our customer.

Additionally, because we follow such exacting equipment and purchasing standards, our customers realize enhanced cost savings. Our specifications and requirements are aligned with OSHA, federal, state and municipal regulations and typically exceed industry standards, resulting in increased reliability, longer vehicle lifecycles and greater customer satisfaction.



Routing Expertise

First Student's unrivaled combination of technical expertise and school transportation knowledge means we can provide you with efficiencies in routing, design, planning, and software packages.

Please refer to the “**SOFTWARE, TECHNOLOGY AND MANAGEMENT PRACTICES**” section in this proposal for additional information.

Environmental Management

First Student believes that effective environmental management goes hand in hand with operations. When a school district partners with us, we consider ourselves to be part of the community. As such, we feel it is our responsibility to help maintain the environment of each and every community we serve. That's why we are fully committed to complying with all federal, state and local requirements for environmental regulations and procedures.

Your Partner

First Student, Inc. is committed to joining with your district and community. When selected as your partner to manage your district's transportation needs, First Student will strive to consistently meet or surpass the needs and requirements of your students, parents, administration, our employees and the community.

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

First Student, Inc.

Name of Bidder

1800 Route 34 N

Address of Bidder

Building 3, Suite 304

Wall, NJ 07719

Telephone Number 800-774-3885

By: 

(Signature)

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

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 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.

First Student, Inc.
Name of Bidder

1800 Route 34 N
Address of Bidder

Building 3, Suite 304

Wall, NJ 07719
Telephone Number 800-774-3885

By: 
(Signature)

Andrew Dynak
Printed Name

Charter Sales Manager
Printed Title

10/23/2019
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

First Student, Inc.

Name of Bidder

1800 Route 34 N

Address of Bidder

Building 3, Suite 304

Wall, NJ 07719

Telephone Number 800-774-3885

By: 

(Signature)

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

Date

TOWN OF NATICK

**ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER**

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

(Corporate Seal)

Name of Bidder

First Student, Inc.

Address of Bidder

1800 Route 34 N, Suite 304

Wall, NJ 07719

Telephone Number 800-774-3885

By: 

(Signature)

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

First Student, Inc.

Address of Bidder

1800 Route 34 N, Suite 304

Wall, NJ 07719

Telephone Number 800-774-3885

By:

(Signature)

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

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

First Student, Inc.

Name of Bidder

1800 Route 34 N

Address of Bidder

Building 3, Suite 304

Wall, NJ 07719

Telephone Number 800-774-3885

By: 

(Signature)

Andrew Dynak

Printed Name

Charter Sales Manager

Printed Title

10/23/2019

Date

Liberty Mutual Surety
1 S. Wacker Drive Suite 2200
Chicago, IL 60606



October 23, 2019

Town of Natick
75 West Street
Natick, MA 01760

Re: First Student, Inc.
Project: Provision of Transportation Services for the Natick Recreation and Parks Dept.

To Whom It May Concern:

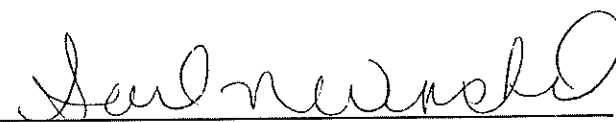
Liberty Mutual Insurance Company, is proud to be the surety for First Student, Inc. We feel this firm is an exceptional organization both from a financial perspective and a managerial point of view.

We understand that First Student, Inc. has submitted, or will submit, their bid for the project described above. It is our present intent to provide the 100% Performance Bond required should First Student, Inc. be the successful bidder, subject to satisfactory review of the contract documents and the request from First Student, Inc. to provide such bonds.

Liberty Mutual Insurance Company has a Best's rating of A/XV and a Treasury limit in excess of \$1,000,000,000.00. We continue to be confident in First Student, Inc. ability to perform and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide bonds for any particular project, but is offered as an indication of our past experience with this firm. Any arrangement for bonds required by contract is a matter between First Student, Inc. and the Surety and we assume no liability to the owner or third parties, if for any reason we do not execute the bonds.

LIBERTY MUTUAL INSURANCE COMPANY

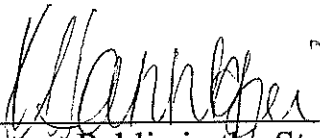
By: 
Sandra M. Winsted, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF KANE

On this 23rd day of October, 2019 before me, K Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Kane





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: 8202354-285057

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, Judy A. Andersen, Jessica B. Dempsey, Debra J. Doyle, Jennifer L. Jakaitis, Judith A. Lucky-Efimov, James B. McTaggart, Sandra M. Nowak, Diane M. O'Leary, Christina L. Sandoval, Susan A. Welsh and Sandra M. Winsted

all of the city of Chicago state of Illinois 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 15th day of October, 2019.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of October, 2019 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
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 23 day of October, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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

A collage of school-related icons including books, pencils, rulers, and the letters 'E', 'A', and 'M'. The letters are large and bold, with 'E' and 'M' in black and 'A' in white. The background is filled with various school supplies like pencils, rulers, and books, along with the letters 'A', 'B', 'C' and '1', '2', '3'.

SKILLED MAINTENANCE PROFESSIONALS

ASE-Certifications



ASE
CERTIFIED®

National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Our arrangement with ASE provides each technician the following training assistance:

- Maintenance Program 1

- Manuals, books and on-site training to help prepare for second round testing
- Re-testing of skill levels after training to become ASE-certified in that skill area

ASE Blue Seal Shop – Recognition Program

Similarly, First Student acknowledges the hard work of shop managers and technicians-in-charge who actively encourage and lead their teams to acquire a higher skill set. They can earn an annual bonus for reaching and maintaining ASE Blue Seal of Excellence status. We award the annual bonus, which is based on the number of technicians in the shop, to the shop manager or technician-in-charge after verification of the ASE Blue Seal Shop certification/recertification. To reach ASE Blue Seal recognition, the repair shop must have at least 75% of technicians ASE certified.

LEAN SIGMA SHOP PRACTICES

We provide guidance for First Student maintenance shops to raise the level of shop performance through lean practices. These practices aim to reduce supplementary outside repair, parts supply waste, unscheduled work and maintenance overtime while developing a high-performance culture, proper organization of tools and parts, clear goals and performance measurements and a safe working environment.

Lean Shop Program

First Student's Lean Shop program developed to help teams work — and succeed — together along the path towards continuous improvement. The key metrics used for Lean are stringent and each milestone is set to make a pronounced improvement in workflow efficiency and shop performance.

A few of the KPIs by which we measure our lean shops include the following:

- Preventive maintenance compliance
- Outside-shop service
- Towing incidents
- Maintenance overtime
- Inventory turnover
- Audits by region maintenance manager
- Shop ability measured by training completion and success
- Scheduled vs. unscheduled maintenance work

To reward our maintenance teams for their dedication to safety and commitment to the highest standards, we evaluate each shop yearly and award them with Bronze, Silver or Gold Wrench Awards. Technicians earn a monetary bonus if they help lead their shop to becoming a Gold Wrench shop.

76% of First Student shops are classified as Lean



INSPECTIONS AND REPAIRS

Driver Pre-Trip Inspections

A pre-trip inspection is a required task for each bus run. Inspections are conducted using electronic verified inspection reporting to generate an electronic inspection report on more than 40 critical safety components. We devote an entire driver-training module to pre- and post-trip inspections so buses with critical defects are identified and immediately withdrawn from service. If defects are found, our service manager or technician-in-charge will determine if the repair can be completed on the spot or deferred until trip completion. We will not release unsafe vehicles for use. If immediate repair is required, we notify dispatch to issue a replacement bus.

Interval-Based Preventive Maintenance Scheduling

Our industry-leading preventive maintenance practices are designed to optimize each piece of equipment's service interval. We base scheduling on 1) usage profile, 2) manufacturer's recommendations, 3) timing of regulatory agency inspections and 4) proven best practices. Additionally, we take into consideration the specific skills and expertise found within our local maintenance team.

PM Inspections	PM Inspections	PM Inspections	PM Inspections
Every 3 months	Every 6 months	Every 12 months	Every 24 months
Includes all 100+ points of inspection in standard PM inspection, plus an additional 150 points of inspection including:	Includes all points of inspection in 3 months, plus: <ul style="list-style-type: none"> Fuel filter replacement 	Includes all 150 points of inspection covered in 3 and 6 month inspections plus an additional 15 points of inspection including:	Includes all inspection points covered in 3 and 12 month inspections plus an additional 3 points of inspection including:
<ul style="list-style-type: none"> Tires/wheels Air system Under-vehicle Air conditioning Lubrication and oil change Bus interior and exterior Indicator lights/systems Add-on technology Safety equipment 		<ul style="list-style-type: none"> Engine oil sample Freeze protection level External transmission filter Auto transmission cable Wheel bearings HVAC systems Heater systems 	<ul style="list-style-type: none"> Automatic transmission fluid Power steering fluid Coolant filter

During all standard PM inspections, our technicians review six inspection categories and determine any adjustments and lubrications necessary for each class of equipment as well as any issues that require additional attention for follow-up repair.

All categories are a part of every PM inspection and feature more than 100+ items that include, but are not limited to, the following:

- Tire pressure, condition and alignment
- Primary and secondary brakes
- Engine
- Transmission
- Instruments and accessories
- Safety equipment
- Radiator and belts
- Valve stems and caps
- Fan assemblies and cooling system
- Steering and brake fluids
- Battery and related attachments
- Steering components

General and Accident Repair Services

We perform vehicle repairs in response to accidents, driver concerns and defect identification. When diagnosing specific repair needs, our team takes into consideration age, mileage and cost to repair criteria consistent with industry standards.

CORRECTING DEFECTS IN A LOGICAL ORDER

During the preventative maintenance inspection, all identified defects are entered into our maintenance program. Any safety critical items are repaired at the time of inspection with no exceptions. A purchase order (PO) is created for any noncritical items that have not been repaired due to component availability. This PO creates a work order tied to the bus number, and it will stay open until the defect has been repaired. Our corporate purchase agreements (CPA's) and local vendor relationships enable our teams to receive parts within a 5-7-day range.

A shop white board is used as a visual management system to display key information for technicians and highlight changes and abnormalities in schedule.

COMPUTERIZED FLEET MAINTENANCE

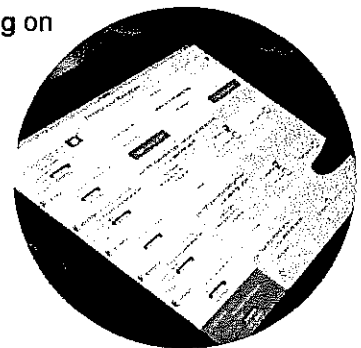
In-House Vehicle Diagnostic Equipment

All First Student maintenance shops are outfitted with Noregon JPRO diagnostic systems and have access to OEM software to identify the root cause of defects quickly and cost efficiently. External repairs (outside of manufacturer required repairs, tooling and diagnostic equipment repairs, and those that require specialized skillset/training) are kept to a minimum.

Infor Enterprise Asset Management (EAM) System

In a typical shop, a paper-based work order is touched 10 times on average before it is closed in the maintenance system. All First Student maintenance shops are now operating on Infor Enterprise Asset Management (EAM). The system has been in operation in FirstGroup America since 2000 and continually developed for greater analysis and depth.

Infor allows for greater service efficiency, data quality control and team communication, and it raises productivity by automating elements of maintenance work processes. Our technicians use Wi-Fi enabled tablets pre-loaded with all required forms, work orders and detailed task assignments.



Work Process Efficiency to Minimize Vehicle Downtime:

- **Faster Response Time to Electronic Vehicle Inspection Reports:** electronic inspection results are downloaded from each vehicle and uploaded to Infor's start center for shop manager review and technician assignment
- **Activities and Materials:** Activities screen displays needed repairs or inspection actions as well as a materials list, which automatically associates the parts with an activity task plan
- **Asset Based Checklists:** Electronic checklists are linked to each PM repair activity line and follow-ups can be tracked and automatically moved to a new work order
- **Task Associated Instructions:** Technicians can instantly review repair instructions, campaign descriptions, PM standard operating procedures and safety documents
- **Bus Manuals and Equipment History:** OEM bus manuals and equipment history are pre-loaded to technician's tablet and viewed directly from a work order with one click.

Enhanced Shop Management and Performance Measurement:

- **Real-Time Visibility to Downed Lists:** Downed bus information is quickly and easily accessible, eliminating the need for paper-based communication

- **Customizable Home Screens:** Manager's dashboard can be customized to his/her reporting needs or priorities
- **Purchase Order Approvals:** Purchase order requests can be viewed and approved through tablet device, enabling our shop manager to be more mobile and visible on the shop floor



Caring for students today, tomorrow, together:

3349 Highway 138, Wall, NJ 07719

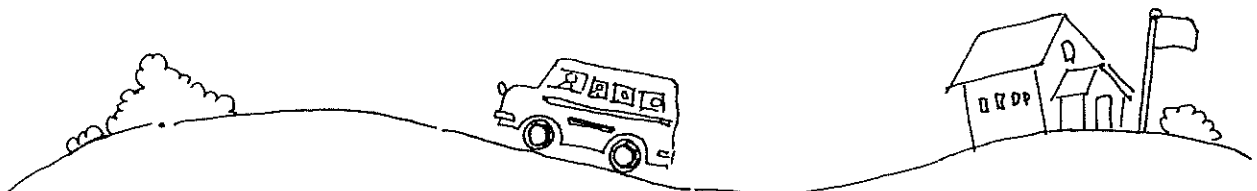
(855) 272-3222

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June 2017- Present





SAFETY

OUR SAFETY APPROACH



SAFETY IS OUR GUIDING CORE VALUE

Like you, we want to make sure that each and every student we transport arrives safe and ready to take on their school day. Our safety mandates and stringently tested processes place safety as the central – and most integral element – of the First Student way. As an organization, we hold ourselves to a higher standard and have preventive measures to ensure we are prepared for nearly any situation. We also share our experiences with our network of 600 locations across North America to deliver on our promise of keeping your kids safe.

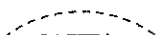
And the numbers speak for themselves. While our focus will always be zero incidents, we have an unmatched industry average for safety. In 2011-2012,

- We traveled more than 250,385 miles between preventable collisions
- The chance for injuries on or around a school bus was 1 in 7,690,000 miles driven

Reinforced through participation and ownership at all levels, our safety approach goes beyond the prevention of all injuries and collisions to promote community success.

OUR SAFETY APPROACH PROMOTES:

- **A safe secure ride for students.** This is every employee's chief focus, every day. No compromise.
- **A superior quality of service and increased productivity.** Safety and quality go hand in hand.
- **Positive parent and community goodwill.** School buses are a visible point of contact within your community. First Student's award winning safety record and courteous transportation service yield positive community goodwill.
- **More time for education issues.** Time once spent on transportation related issues will be cleared, allowing district leadership to focus more time on education related issues.



- **Peace of mind.** Everyone will enjoy freedom from worry knowing your students are safe and secure on their daily trips with our highly qualified staff and commitment to customer service.

FIRSTGROUP SAFETY AWARD



The National Safety Council (NSC) is a non-profit organization that serves as the nation's leading resource on industry trends, professional development, and strategies for advancing safety and health programs and practices. The NSC is dedicated to keeping people safe by preventing injuries and death through leadership, research, education and advocacy. Each year the NSC awards the Green Cross for Safety Medal to an organization that demonstrates a steadfast commitment to improving safety and health in the workplace, its community, and through safety leadership demonstrated by its CEO.



IN 2009, WE WERE AWARDED THE **NATIONAL SAFETY COUNCIL'S GREEN CROSS FOR SAFETY MEDAL—THE HIGHEST AWARD FOR SAFETY IN NORTH AMERICA.** FIRSTGROUP AMERICA IS THE ONLY GROUND PASSENGER TRANSPORTATION ORGANIZATION TO RECEIVE THIS DISTINCTION.



Making our World Safer®

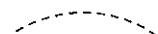
First Student's focus on providing the safest possible ride played an important part in the winning of this award. From the implementation of innovative technologies and industry firsts to the safety culture which keeps us focused, committed and conscious of our actions, we are proud that the National Safety Council recognized that we, as an organization, really do "get it" – our safety programs and learning initiatives, which are strictly followed throughout the organization, keep kids safe and keep us striving toward the next step which will prevent injury to our students and our employees.

OUR SAFETY COMMITMENT



Your safety – safety for passengers and employees – is First Student's moral obligation and core value. We invest both time and money to create and implement effective safety training programs, materials, tools and incentives.

Our fully committed, safety-conscious organization would not exist without the dedication of each and every employee, from our drivers and mechanics to our President.



This is the primary message communicated throughout our entire organization. Our culture empowers everyone to work safely at all times, to stop immediately if they feel a safety issue exists and to report any concerns promptly so solutions to correct the issue may be implemented as quickly as possible.

IF YOU CANNOT DO IT SAFELY, DON'T DO IT!

To support this safety culture First Student combines up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry who participate in monthly in-service refresher training. All of these components work together to ensure our student transportation is as safe as it can be.

OUR SAFETY ORGANIZATION



Your district gains an entire Safety Organization with First Student, purposely designed to ensure that your students enjoy the safest, most reliable bus ride every day.

CENTRAL SAFETY SUPPORT

First Student's central safety team provides additional support and expertise to our district locations. One of their main focuses is to evaluate processes and occurrences in the field and develop improvements that are then carried out in all locations. The expertise and focus of this 'best practice' team provides an added level of support and quality for our district partners. Other areas where they assist include: hiring and training, ensuring compliance with all OSHA, CANOSH, DOT, EPA and EC standards, drug and alcohol testing, special needs and operational management, claims administration and management assistance.

REGION SAFETY MANAGEMENT

Regular audits are performed at each location by our region safety personnel to identify and fix safety issues. Region and corporate leadership also perform injury prevention inspections upon visits based on the region audit worksheet.

SAFETY MANAGERS

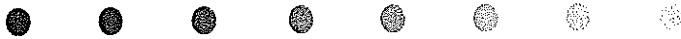
Your Safety Manager is responsible for assisting local management. Responsibilities include:

- Providing **individualized driver assessment and training**
- Supervising our On-the-Road Instructors
- Conducting **regular safety meetings and classroom training**
- Auditing and **maintaining safety practices** in the workplace

ON-THE-ROAD (OTR) INSTRUCTORS

On-the-Road (OTR) Driver Instructors conduct hands on training and assessments in driving skills for all drivers. First Student drivers are evaluated by our OTR instructors a minimum of once per year.

SAFETY AWARENESS AND INJURY PREVENTION PROGRAMS



First Student built its reputation for providing the industry's safest transportation through teamwork. When we partner with a school district, we work to ensure everyone involved in student transportation—including drivers, attendants, dispatchers, mechanics, supervisors, school administrators, teachers, students, and parents—is clearly focused on safety.

We provide awareness and prevention programs for each link in the student transportation chain.

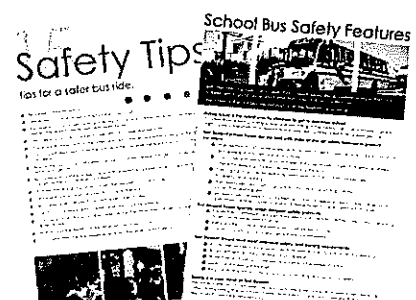
STUDENT, PARENT, COMMUNITY AWARENESS CAMPAIGNS

- **First Student's 'Rules of School Bus Safety'** - Classroom programs for both younger and older students
- **Back-to-school safety awareness** - Newsletters and news releases for parents, students, and motorists discussing safety on and around the school bus
- **Safe Driving Campaigns** - Campaigns administered with the support of local, state and provincial police to remind drivers to respect stop-arm laws
- **Public safety awareness campaigns** - Campaigns tied to National School Bus Safety Week
- **Operation Lifesaver** - Safety program for area railroad crossings

EMPLOYEE AWARENESS PROGRAMS

INJURY PREVENTION CULTURE

Our ongoing employee safety awareness and injury prevention is based upon our ten Injury Prevention principles. Awareness is constantly reinforced throughout the year with 'active caring' safety conversations. All employees receive Injury Prevention training and a handbook to engage them actively in the process.



RED LIGHT ALERTS

These posters are displayed at your location, warning drivers to be on the alert. Red Light Alerts are sent out to all locations in response to trends or patterns we observe in near misses and/or school bus incidents we've become aware of—including those that do not involve First Student. These alerts are produced by our central safety team and are reviewed and discussed with all staff. These alerts are posted in employee common areas and on bulletin boards, as well as copied and distributed to all drivers for use as a topic in 'safety conversations'. We believe in learning from everyone's experiences and improving our safety operations as a result.

SAFETY 24/7 INCLUDES 'OFF THE JOB'

This is a program teaching employees how to stay safe and keep their families safe while off the job. We created this program in partnership with the National Safety Council, whose data shows that 91% of fatal accidents in the U.S. and 69% of non-fatal injuries occur off the job. Employees are eight times more likely to be killed on their own personal time than on the job, and are twice as likely to suffer injury away from the workplace. First Student created this program because we believe it is right and responsible to educate and encourage our employees to be fully aware for themselves and their loved ones, both on and off the job.

STUDENT PASSENGER SAFETY



EQUIPMENT

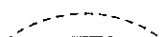
Well-maintained, updated, and reliable school buses allow First Student to provide you with superior customer service, as well as deliver your students to school safely every day. We set the industry standard in terms of safety, while operating the largest and most modern bus fleet in North America. By providing reliable and safe buses outfitted with the latest technology and state-of-the-art safety enhancements, we deliver the comfort of knowing your students are safe.

WELL-MAINTAINED, UPDATED AND RELIABLE BUSES = SAFE BUSES

SOME OF THE FEATURES ON OUR BUSES THAT CAN GIVE OUR PARENTS PEACE-OF-MIND INCLUDE:

CHILD LEFT UNATTENDED PREVENTION: CHILD CHECK-MATE, THEFT-MATE AND WINDOW PLACARD

Child Check-Mate is an automatic alarm system that reduces the likelihood of a student left unattended on a bus. With this safety device, your First Student drivers are trained to walk to the back of the bus each time they complete a run, search on and under seats to determine whether any students are still on the bus, and then deactivate the Child Check-Mate alarm. If the driver does not complete this task alarms will sound as a reminder. -This system also includes an additional component: Theft-Mate.



Theft-Mate is our motion detection, alarm activation system which includes voice messaging and flashing lights to alert individuals in the area to call for help in the case of an incident. The Theft-Mate component also significantly improves the security of the school bus by detecting and deterring unauthorized entry.

In addition to the Child Check-Mate system, drivers must place a placard marked "empty" in the vehicles rear window to signify that no children have been left on the bus. This is an additional safety measure. In the morning, afternoon and evening, a member of the Location team walks the yard to check for the placard. If the placard is not visible, they immediately know to investigate.

CROSSING CONTROL ARMS

The crossing control arm is standard equipment on all First Student buses, unless prohibited by state or province regulations. Mounted on the front bumper (directly in front of the wheel on the door side of the bus) the flexible crossing arm extends in loading and unloading areas to remind children to walk 12 feet in front of the bus before crossing. It serves as a visible reminder to both children and adults that eye contact with the driver is required when crossing in front of a school bus and that children must stay out of the "Danger Zone" that surrounds the bus.

TWO-WAY RADIOS

First Student uses two-way radios on all buses. These radios allow drivers to communicate with each other and the bus terminal, enabling them to better serve the needs of students, parents, and school personnel.

INFECTION-FREE BUSES FOR INFECTIOUS DISEASE PREVENTION

First Student has developed procedures for locations where diagnosed cases of infectious diseases have been confirmed among the student population. Once identified, any and all buses that may have been

infected will undergo the prescribed, thorough cleansing and disinfecting procedures in accordance with the CDC before being placed back in service.



TRAINING

DRIVER QUALIFICATIONS AND TRAINING



Passenger safety is your single, most important commitment—and it is ours as well. That's why our driver hiring qualifications and training programs are the most rigorous in the industry—even going beyond state and provincial requirements.

Hiring the right people and then developing, coaching and motivating them are continuous practices at First Student. We thoroughly screen candidates for hire and once they are on our team, we use the most effective, up-to-date training techniques available in the United States and Canada.

"AS A SCHOOL BUS DRIVER, I'M CONFIDENT IN TRANSPORTING YOUR CHILD BECAUSE I'VE BEEN GIVEN EVERYTHING I NEED TO TRANSPORT YOUR CHILD IN THE SAFEST WAY POSSIBLE. WITH ALL THE LATEST TRENDS IN THE INDUSTRY, I HAVE UP TO THE MINUTE INFORMATION AND A TEAM THAT IS SUPPORTING ME IN EVERYTHING I DO."

VALERIE MANDARA, SCHOOL BUS DRIVER

Once hired, we customize our training programs for drivers based upon their experience, the needs of their particular passengers and any geographic or location specific issues or risk factors.

DRIVER QUALIFICATIONS

Employment and Residency History

- Employment history verification for prior 10 years
- Residency history verification for prior seven years

Driving History Check

- Must be 21 years of age or older
- Must possess a valid driver's license in state or province of residency
- Must have three years of licensed driving experience
- No more than two moving violations or two minor accidents (or a combination of these), or a severe preventable accident in past three years

Criminal Background Check

- The applicant's entire conviction history is viewed holistically
- No more than two lifetime DUI/DWI convictions or one DUI/DWI conviction within the past 15 years
- No criminal convictions involving child abuse, neglect, or endangerment, possession or distribution of illegal substances, use or possession of weapons, violence or sex-related offenses, obstruction of justice, false reporting, or false information

Illegal Substances Exam

- No positive result or refusal of a pre- or post-employment, random or reasonable suspicion drug/alcohol test

Physical and Physical Dexterity Exam

- Qualified applicants must be able to pass a U.S. Department of Transportation physical exam (driving positions only) and a First Student Physical Dexterity Performance Test (drivers and monitors) which verifies an applicant's "fitness for duty" and ability to operate bus controls and conduct an evacuation, including opening emergency exits to carry or drag an incapacitated child out of the bus to safety

PLAN AND PROCEDURES FOR BACKGROUND CHECKS

Extensive background and reference checks deliver greater peace of mind to our school district partners and communities. **Criminal record checks are completed as part of the First Student employment reference check process and are renewed as requested by the District, state or province to ensure that the drivers and staff responsible for taking care of vehicles and customers remain qualified.**

FIRST STUDENT'S CENTRAL BACKGROUND CHECK UNIT (CBCU)

First Student has developed an entirely new industry leading employee certification and background check process that puts the primary review of all background records including Drug Screen results, MVRs, Employment Verifications, and Criminal Records Check into the hands of our specially-created Central Background Check Unit (CBCU). The responsibility for the review and record interpretation process is shifted away from our local managers and into the hands of a small group of highly trained professionals and provide consistency across all locations. This allows our local managers to focus on leadership and management of your transportation service.

This **value-added process** is the result of First Student's drive for continuous improvement and exemplifies the quality and efficiency we provide. It delivers value to your district by ensuring that every record gets a

careful and consistent review and is acted upon in accordance with the stringent employment criteria established by First Student to ensure the best care to students.

The CBCU evaluates all records including MVR, CRC, Drug Screen, SSN, residence and employment verifications on the basis of the combined requirements of First Student, local, state, provincial and national laws and your District's stringent employment standards. Any potentially disqualifying record, discrepancy, or new finding is reviewed first by CBCU staff, and then by a committee of adjudicators to ensure the individual meets or exceeds all minimum hiring standards.

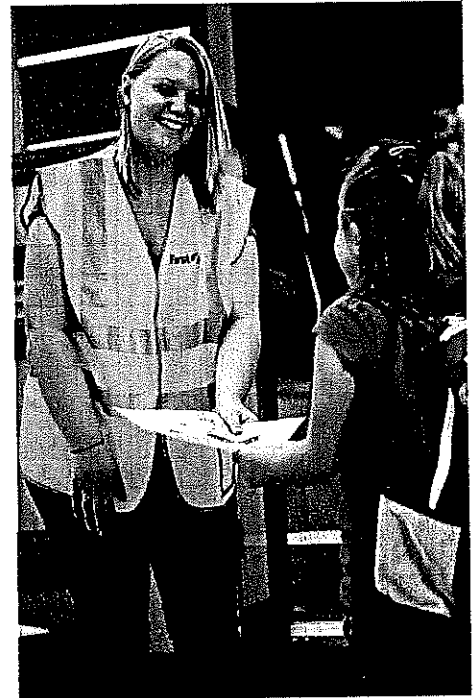
Even in the case of a potentially disqualifying record, caring for the employees who care for our Districts' students and vehicles remains a priority at every level in the company. Employees with potentially disqualifying findings are suspended from service and automatically referred to the CBCU. Our CBCU professionals provide each employee an opportunity to appeal the record prior to any adverse employment action. Successful appeals may identify mistaken records or other circumstances that may warrant further review by the adjudication committee.

CRIMINAL RECORD CHECKS (CRC)

To ensure applicants are appropriate for employment at your district, First Student runs a battery of criminal background checks. Applicants with the following open or felony convictions are not eligible for employment:

- Illegal substances: Manufacture, cultivation, distribution
- Illegal substances: Possession or use; drug paraphernalia
- Molestation
- Murder, manslaughter, vehicular homicide
- Rape
- Sexual or indecent exposure
- Weapons: Any unlawful use, possession or discharge (includes firearms)
- Warrants: Open or Pending
- DUI / DWI: Within 15 years of disposition
- DUI / DWI: Two, lifetime

These standards are clearly set forth in First Student's Adjudication Standards to ensure consistency among management staff. Any applicant failing to meet the above minimum standards is rejected.



CENTRALIZING THE
BACKGROUND CHECK
PROCESS ALLOWS GREATER
EFFICIENCY, AND ENSURES
RECORDS ARE HANDLED
CORRECTLY AND
CONSISTENTLY BY TRAINED
PROFESSIONALS WHO
SPECIALIZE IN THIS AREA.

MOTOR VEHICLE REPORT (MVR) REVIEW

First Student requires the Location Manager or designee to order and review a Motor Vehicle Report annually for all drivers. New violations or collisions are reviewed for compliance with any company or school district regulation or policy. Each driver must then complete, sign, and date a Certificate of Violations listing all moving traffic violations and collisions within the past twelve months.

New First Student driver applications are reviewed thoroughly to make sure the applicant meets the standards established by First Student and your District. These standards include the following minimum criteria:

- Minimum of three years licensed driving experience
- Must be at least 21 years old
- No more than 1 moving violation in the past two years or two (2) moving violations in the last three (3) years

In addition to these major standards, MVR's are reviewed to ensure applicants do not exhibit a pattern of unsafe driving behaviors through a continual accumulation of minor infractions.

REFERENCE AND SOCIAL SECURITY VERIFICATION

In addition to the required MVR and Criminal Reference checks, HireRight will also complete Employment Verification and Social Security checks on all applicants. These help validate employment records and past experience.

REFERENCE CHECKS

The reference check takes place after the Department of Motor Vehicle Records Check and Criminal Records Check are completed. The Hire Right Company conducts thorough reference checks on all new trainees, including previous employment and personal reference checks. This helps determine the work history and employment attitudes of each new trainee.

During these checks, we look for attitudes and behaviors that are indicative of customer service, loyalty and integrity. All reference checks with any findings are now reviewed by First Student's Central Background Check Unit (CBCU) to determine the appropriate action and to ensure that non-compliant records are not missed.

ANNUAL ON-THE-ROAD PERFORMANCE EVALUATION

First Student drivers are evaluated by our On-the-Road (OTR) Driver Instructors (once per year and if possible, twice per year). Drivers must receive a satisfactory rating in all areas of the evaluation. If a driver earns a "needs improvement" rating in any area he/she will participate in enhancement training within 30 days of the evaluation. Enhancement training is conducted



immediately if a driver's overall performance earns an "unsatisfactory" rating. When necessary, a driver will be removed from active job functions until training is completed and a satisfactory evaluation is achieved.

High Interest Driver Program: Our program identifies "high interest" drivers before they reach their third offense. By implementing "drill deep" training methods, providing contingency plans and instituting an interim evaluation the driver must pass before returning to work, we seek to support our drivers and ensure they have the tools they need.

Driver Management Online (DMO): All training, licensure, ride-along evaluations, physical results, drug testing and background/reference checks are documented on through First Student's web-based Driver Management Online (DMO) report. This online report allows project staff to update and regularly monitor operators' qualifications. This online report is a tool our manager's use to plan and be held accountable for operator qualifications. Our regional management staff may also access this information for quality control and oversight purposes. Our instructors have access to our web systems that includes all policies and procedures for employee training and management.

General Qualifications: Our base eligibility requirements for school bus drivers and non-driver location employees include employment and residency verification, criminal background checks and drug screenings. Driving history is only required for our driver applicants.

FIRST STUDENT DRIVING TRAINING



Our dedication to keeping our passengers at the heart of all we do and enhancing their access to safe transportation drives our focus on training. Your community will feel more safe and secure, knowing that First Student's driver training program leads the industry with its unmatched, innovative materials and training methods. Our comprehensive driver training program consists of both classroom learning where our instructors lead the group through detailed instruction and a series of interactive videos on each topic and on-the-road (OTR) training which provides real world instruction, driver skill enhancement and a means for evaluation.

Our training program has four main components: pre-service for new applicants, annual in-service safety meetings, post-collision/incident enhancement training and enhancement training identified by on-the-road evaluation.

BASIC DRIVING INSTRUCTION

- School bus basics
- Pedestrian visibility – mirror use, blind spots, reference points
- Driving fundamentals of a school bus
- Maintaining a safe bus – pre-trip inspection and careful bus operation
- Smith System of Advanced Driving Techniques
- Passenger loading and unloading
- Passenger protection – checking for sleeping children
- Use of Child Check-Mate and Theft-Mate
- Preventing passenger injury
- Proper Railroad crossing procedures
- State, provincial, local, school district and First Student laws, rules, regulations and policies
- Student Management – age specific – includes customer expectations and current procedures for handling unacceptable behavior
- Route awareness
- Emergency equipment
- Vehicle breakdown procedures
- Bus evacuation procedures
- Collision procedures
- Introduction to transporting students with disabilities

ANNUAL IN-SERVICE SAFETY MEETINGS

- Each year prior to the start of school
- Data driven training sessions throughout the school year
- Event driven training sessions as needed

POST-COLLISION/INCIDENT ENHANCEMENT TRAINING

- Preventable collision or incident determines type of training
- Non-preventable collision or incident results in driver coachin

EVALUATION ENHANCEMENT TRAINING

- Evaluation driven based on performance and experience

NEW DRIVERS

Each new driver candidate is prepared for the state or province required license exam in addition to competing First Student's minimum forty-three (43) hour program. All additional state, province, local or school district required training is also completed.

EXPERIENCED DRIVERS

Each experienced driver who is currently certified by the state or province to operate a school bus but is new to First Student is required to complete First Student's minimum of seventeen (17) hour program. All additional state, province, local or school district required training is also completed.

TRAINING DRIVERS FOR SPECIAL TRANSPORT STUDENTS WITH DISABILITIES



Special needs transportation requirements are constantly evolving. Not only are the requirements increasing, but so is the number of students with disabilities. First Student has a team of experts who continue to research, learn, educate and inform our employees and partners on the ever-changing role of the transportation provider.

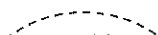
First Student understands that transporting students with disabilities requires a different skill set universally - as well as individually - since all interaction must be based on a student's specific needs. Translating, understanding, and managing to a student's physical and emotional requirements are critical to a child's success.

First Student meets or exceeds all federal, state and provincial laws and regulations regarding the transportation of children with disabilities and special needs. Our drivers are required to complete training in all areas related to transporting children with special needs, including their special equipment. We conduct numerous special needs education programs, utilizing workshops, video presentations, driver manuals and on-the-job training. Our drivers assigned to special transport students with disabilities are trained to recognize and respond to passengers who display a variety of physical and emotional conditions.



All First Student drivers and other employees who work with students with disabilities and/or special needs are trained annually in the key elements of transporting these students, including, but not limited to:

- Inclusion
- Characteristics of disabilities
- Sensitivity
- Laws and liabilities involved in transporting children with disabilities and special needs
- Student behavior management
- Dealing with parents' unique responsibilities
- Vehicle operation, including wheelchair lift operation



Drivers must complete First Student's Special Education pre-service training, four (4) hours before transporting children with disabilities and special needs. This includes classroom, behind the wheel training and on the bus with an experienced driver with children with disabilities or special needs on board. In addition, when required a two (2) hour program on use and operation of a wheel chair lift, tie downs and other adaptive equipment is completed.

"OUR DRIVERS ARE FULLY QUALIFIED NOT ONLY TO
OPERATE THE SCHOOL BUS IN THE SAFEST WAY
POSSIBLE, BUT ARE FOCUSED ON CREATING AN
ON-BOARD ENVIRONMENT OF TRUST AND RESPECT."

GARY CATAPANO, SVP SAFETY

BEHAVIOR MANAGEMENT



Working with educators from all areas of the United States and Canada, we understand that managing student behavior is critical to maintaining an effective, safe learning environment. To students, parents and faculty, the bus is an extension of both the school and the classroom. Effective student behavior management is, therefore, an integral component of any safe school bus operation.

At First Student, we have a comprehensive student behavior management program that we deploy in addition to your established bus passenger discipline rules and regulations. We also administer in-service student management training programs to ensure your needs are fulfilled and your passengers are safe.

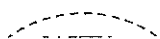
FIRST STUDENT'S STUDENT BEHAVIOR MANAGEMENT PROGRAM

To successfully manage student behavior on the bus, First Student developed a comprehensive program which can be implemented at any of our school district partners' locations. Overall program success is greatest when drivers, management and school officials work together as a team. This results in a cohesive, consistent approach while minimizing student non-compliance issues.

The program requires all drivers to participate in **annual passenger management training** before school startup and again as required during the academic year. New drivers are trained in this program as part of their initial driver training and in subsequent years thereafter.

OUR TRAINING GOES BEYOND BASIC DISCIPLINE TO INCLUDE ELEMENTS THAT ENCOURAGE POSITIVE BEHAVIOR:

- Age and ability-based methods of recognizing and responding to behaviors
- Interacting and communicating with students



- Understanding psychological factors that influence student behaviors from K-12. This level of training is broken into several sections
 - Being a role model
 - Handling an argument with positive results
 - Recognizing positive behavior
 - Being fair and consistent
- Intensive driver training addressing a wide range of disruptions
- Compliance with ADA Regulations
- The right to safe passage for all students on the bus
- Understanding, recognizing and dealing with Bullying
 - Proper reporting
- Driver authority and support to immediately stop unsafe situations
- Methods for dealing with more dangerous situations—including special radio codes and community action teams involving police, where necessary

FIRST STUDENT'S STUDENT BEHAVIOR DISCIPLINE PROCESS

No matter how much emphasis is placed on recognizing and rewarding positive behavior, there may be times when further disciplinary action must be considered. Bus drivers are responsible for maintaining discipline on board the bus and—when necessary—they will report infractions to First Student Management, who will then notify the district according to district policies. When our staff, drivers and school personnel work together as a team, the result is an effective student behavior discipline program.

TEAM ROLES INCLUDE:

Staff: Our staff is the conduit between drivers and school personnel. They review driver reports and manage incidents as well as incident escalation, when necessary.

Drivers: Drivers report infractions using our progressive four-step format. They are also required to complete a written incident report which is reviewed according to district policies.

School personnel: When necessary, First Student engages school personnel to support the discipline process. We work within your school district guidelines because we realize that you're the expert when it comes to your students.

Working together as a team, our staff and drivers and the school personnel will stay informed, involved and in-sync with each other. This teamwork ensures a successful behavioral discipline process.

GROWING RESPECT - ANTI-BULLYING



Recognizing the serious – even tragic – effects bullying can have on children, First Student developed our **“Growing Respect” program** to teach our drivers how to recognize bullying and proactively implement successful prevention strategies. Based on a campaign created by the U.S. Department of Education's Office of Safe and Drug Free Schools and the National Association for Pupil Transportation, the “Growing Respect” campaign is customized for First Student and includes support materials to reinforce the training. This program also encourages students to recognize and report incidents of bullying to the bus driver so they serve as a trusted adult when students have concerns about bullying behavior.

First Student's program starts by defining what bullying is and how to recognize its forms by identifying key characteristics, including:

- **Inadequate adult supervision.** Children are most at risk when adults are not present or distracted.
- **Most bullying is verbal.** Sarcastic put-downs, name-calling and spreading malicious rumors are powerful methods for intimidating vulnerable children.
- **The difference between “joking around” and “bullying”.** While children's joking around is mutual and reciprocal, bullying is one-sided where the intent is to demean and humiliate the target.
- **Both boys and girls can be bullies.** We must be vigilant as to recognize that bullying takes many forms and is not restricted to one gender.
- **Kids are afraid to speak up.** In most cases students are afraid to speak up when they witness, or are a victim of, bullying.
- **Sexual harassment is a form of bullying.** Any form of sexual harassment can be devastating to a child's sense of self-esteem.

The best and most successful strategy to prevent bullying is to stop it before it starts. **As prevention is more effective than punishment, we encourage our drivers to develop a respectful climate aboard their bus at the beginning of each year.** Letting students know that disrespectful behavior will not be tolerated and will be reported immediately fosters a welcoming environment built on trust and respect for everyone.

Our drivers reinforce a respectful environment by being positive role models not only for their passengers but also for everyone they interact with. By consistently showing respect to their students, co-workers, teachers, parents, and the public, our drivers, in turn, demonstrate model behaviors and interactions to their passengers.

First Student drivers always take a proactive approach to develop a safe and secure ride for their passengers. Setting clear standards of respect and safety on the bus ensures that, should our passengers see or overhear bullying, they know they'll be protected if they report it.

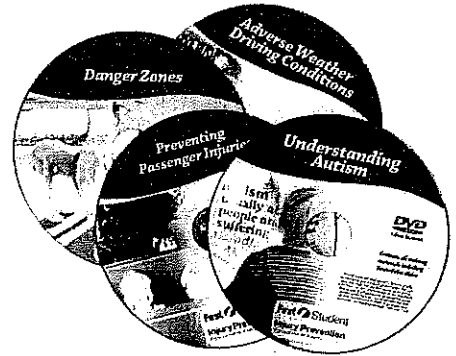
Our anti-bullying program is a thorough, effective supplement in the course of First Student training. We also recognize that many states, provinces and school districts have in place a specific program to train staff and drivers in anti-bullying and proper reporting. In addition to First Student's training and procedures, we will incorporate and comply with all state, provincial, local and district anti-bullying programs.

REFRESHER IN-SERVICE TRAINING



In addition to state or province driver training requirements, all **First Student drivers participate in our annual back-to-school kick-off training, as well as our monthly "refresher" training. By focusing on results and continuous development, we ensure we do the right things to drive success for our district partners.**

Certified driver instructors teach our courses which are broken into 10, one-hour-long "in-service" training sessions throughout the school year. Our refresher training and awareness programs include:



Passenger Management

- Bus Evacuation
- Loading and Unloading Procedures
- Responding to Emergency Situations
- Transporting Students with Special Needs
- Railroad Risk Assessment
- Intersection Risk Assessment
- Smith System Driver Training

DRIVING UNDER ADVERSE WEATHER CONDITIONS



During the course of a school year, drivers face a variety of hazardous conditions that demand alert and skillful action. Dangerous road conditions that drivers could potentially face include ice, snow, mud, and fog. Each day road conditions are different and drivers must be alert to detect these changes before it is too late. **Drivers must adjust their driving due to certain road conditions. The safety of your students is foremost in their minds, and in ours.**

ADJUSTING DRIVING TO POOR ROAD CONDITIONS

Rain, snow, sleet, fog, or icy pavements have never been the cause of an accident. Accidents are caused by drivers who do not adjust their driving to meet these conditions. **Our drivers are taught to compensate for the mistakes of less professional drivers who fail to drive safely on extremely slippery surfaces.**



First Student drivers:

- Reduce the speed of their bus and increase following distance to at least 6 seconds
- Watch side roads closely for entering traffic
- Are aware of patches of wet leaves and smooth blacktop surfaces

SEVERE THUNDERSTORMS OR TORNADOES

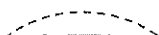
PROCEDURES PRIOR TO EMERGENCY

In cases of severe weather, we work with school administrators to make sure students stay safe, whether they need to go home early or be retained in safe areas at school or other nearby buildings, until the weather threat has diminished.

All procedures are developed in cooperation with school officials, realizing that the ultimate decision will, by necessity, be based on the driver's sound judgment.

PROCEDURES DURING EMERGENCY - BUS DRIVER'S JUDGMENT

- Drivers never outrun a tornado. No one can predict the path of a tornado.
- If a school bus is caught in the open when a tornado is approaching, the students should be evacuated from the bus and escorted to a nearby ditch, ravine, building, home basement, or place which might provide more protection than the bus.
- Drivers understand that tornadoes are only one of a thunderstorm's harsh elements and are trained in how to react in cases of lightning, flash floods, and other inclement weather.



Screening and Selection Process

-

Employment and Residency History

- ### Driving History Check

- Management and Staffing 1

Criminal Background Check

The applicant's entire conviction history is viewed holistically

- A DUI/DWI conviction may potentially disqualify a candidate from employment
- A criminal misdemeanor conviction involving child abuse, neglect, endangerment, possession or distribution of illegal substances, use or possession of weapons, violence or sex-related offenses, obstruction of justice, false reporting, or false information may potentially disqualify a candidate from employment

Illegal Substances Exam

No positive result or refusal of a pre- or post-employment, random or reasonable suspicion drug/alcohol test

Physical and Physical Dexterity Exam

Qualified applicants must be able to pass a U.S. Department of Transportation physical exam (driving positions only) and a First Student Physical Dexterity Performance Test (drivers and monitors), which verifies an applicant's "fitness for duty" and ability to operate bus controls and conduct an evacuation, including opening emergency exits to carry or drag an incapacitated child out of the bus to safety.

Employee Records and Reporting

Central Background Checking Unit (CBCU)

First Student's CBCU conducts all background checks and manages the drug/alcohol screening process. This unit ensures that 1) we are applying company hiring standards consistently throughout our locations and 2) our reviews are compliant with federal, state and local laws. With an internal team to manage verifications, our locations can focus on other aspects of the staffing process such as interviewing and hiring.

Our CBCU reviews any potentially disqualifying record, discrepancy or new finding before it is passed on to a committee of adjudicators who confirm the individual meets or exceeds hiring standards.

Employment Verification and Record Checks

Criminal Record Checks

To verify that applicants are suitable for employment at your district, the CBCU runs a series of criminal background checks. Our CBCU also conducts periodic record checks required or requested by your district or state. We automatically disqualify applicants with any of the following open or felony convictions:

- Illegal substances: manufacture, cultivation, distribution
- Illegal substances: possession or use of, including drug paraphernalia
- Molestation
- Murder, manslaughter, vehicular homicide
- Rape
- Sexual or indecent exposure
- Weapons: any unlawful use, possession or discharge (includes firearms)
- Warrants: open or pending
- DUI/DWI

Motor Vehicle Report (MVR) Review

We require the location manager or designee to order and review an MVR annually for all drivers. New violations or collisions are reviewed for compliance with any company or school district regulation or policy. Each driver must then complete, sign and date a Certificate of Violations listing all moving traffic violations and collisions within the past 12 months.

New driver applications are reviewed thoroughly to make sure applicants meet the standards of our company as well as your district. These standards include the following minimum criteria:

- Minimum of three (3) years licensed driving experience
- Must be at least 21 years old
- No more than two (2) moving violations or two (2) minor accidents in past three (3) years

We also examine MVRs for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions

Reference and Social Security Verification

In addition to the required MVR and Criminal Reference Checks, we work with HireRight, one of the world's largest providers of employment screening services, to complete Employment Verification and Social Security checks on all applicants. These additional checks help validate employment records and experience.

The Reference Check takes place after the Department of Motor Vehicle Records Check and Criminal Records Check are completed. HireRight conducts thorough previous employment reference checks on all new trainees. Reference check findings are submitted for review to our CBCU to ensure non-compliant records are not overlooked and to determine the appropriate course of action.

Town of Natick, Massachusetts
Contract
for
the Provision of Transportation Services for the Natick Recreation and Parks Department

This Contract made this eighteenth day of November, 2020, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," or "the Town") and Durham School Services, L.P., a limited partnership organized under the laws of the State of Delaware, with a principal office located at 2601 Navistar Drive, Lisle, IL 60532 (hereinafter designated "the Contractor"). The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide transportation services described in category 2 (Camp Arrowhead and Camp Woodtrail trips) of the Natick Recreation and Parks Department, as described in the Town of Natick Invitation for Bids for the Provision of Transportation Services for the Natick Recreation and Parks Department ("IFB"), 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.

3. Term

The term of this Contract shall be three (3) years, commencing on July 1, 2020, and ending June 30, 2023.

4. Incorporation of the IFB/Order of Priority of Contract Documents

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

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

5. Payment

In consideration for the services rendered pursuant to the IFB issued by the Town, the Town shall pay the Contractor according to price rates specified in the Contractor's Bid for category 2. (Submitted bid form attached.)

The Contractor shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Contractor's cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for equipment delivered 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.

Except as noted in the IFB, this Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's performance shall not be paid by the Town.

Payment of the amounts due under this Contract shall release the Town, 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

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, 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, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of bus operators. 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 any other laws, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this 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 coverage's 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, \$5,000,000 each occurrence and \$5,000,000 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 - Combined single limit of \$5,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$20,000,000 each occurrence and \$20,000,000 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 Owner 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 this Contract.
- h. The Contractor shall also be required to provide with its proof of insurance coverage to the Town of Natick endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate

termination thereof.

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, 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 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 Conditions of Contract

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

12. Performance Bond

The Contractor shall deliver a Performance Bond in the amount of one hundred (100) percent of the Contract price to the Town within twenty (20) business days after notification of acceptance of Contract by the Town. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of this Contract, or any extension or renewal thereof.

13. 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 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 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 under this Contract.

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 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 Owner:

William D. Chenard
Deputy Town Administrator - Operations
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/Managing Partner
Durham School Services, L.P
2601 Navistar Drive
Lisle, IL 60532.

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 Owner shall constitute a waiver of a right or duty afforded to the Owner 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 Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner 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 Owner 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 Owner 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 Owner has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Owner vis-à-vis the media or the public at-large without the Owner's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Owner, in writing, the names, addresses and telephone numbers of not fewer than two principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their 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 Owner.
- 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 Town of Natick, Massachusetts

by: The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

Durham School Services, L.P.

by:

Signature

Printed Name

Printed Title

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: _____

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.)



October 25, 2019

Natick Public Works
Attn: Procurement Officer
75 West Street
Natick, MA 01760







To whom it may concern:

Thank you for the opportunity to present our pre-eminent qualifications for transportation services in regards to the Natick Public Works' invitation to bid for the Natick Recreation and Parks Department.

Durham's Mission: Getting students to school safely, on time and ready to learn®.

Durham School Services is an industry leader of student transportation services with experience spanning more than 100 years. We currently serve more than 400 districts across the United States and transport more than 1,000,000 students daily. We pride ourselves on our highly developed safety program, cutting-edge technology and responsive communication skills, which are further identified as part of Durham's five operational core values: **Safety, Customer, People, Community and Excellence.** Our plan for your transportation program is to provide viable solutions to your challenges while also controlling costs, which we believe will have a tremendous impact on your customer satisfaction as well as your bottom line.

Our customers choose us year after year because of the unmatched service offerings we provide. Durham's approach always revolves around safety. Safety is part of our company footprint - it's the basis for all that we do. The following are some reasons why our safety offering is unmatched in the industry:

-  We use a 13-touchpoint inspection tool for each pre- and post-trip inspection to monitor both vehicle maintenance and to perform diligent child checks.
-  We have implemented a Lytx DriveCam® video safety program to gain greater visibility into our drivers' operational behavior and to provide data-driven insights to guide coachable events.
-  If your district is using compatible routing software, we give parents the ability to track their students' bus(es) via a free mobile app.
-  We have an exclusive partnership with Fogmaker North America that will equip every one of our school buses with automatic fire detection and suppression technology by the end of 2019.
-  We offer your community a cloud-based reporting tool to report safety concerns regarding our vehicles and drivers at busreport.com or 1.833.BUSREPORT.
-  Plus many more...

national express. | *school*

2601 Navistar Drive | Lisle, IL 60532 | P: 800.950.0485 | durhamschoolservices.com

FULL-SERVICE TRANSPORTATION • ROUTE OPTIMIZATION AND SCHEDULING • SPECIAL NEEDS EXPERTISE • CHARTER BUS SERVICE

The school districts we partner with have benefited from increased service and cost efficiencies, safety and training excellence, as well as access to a wealth of expertise in the field of student transportation. Durham has experts located across North America in the fields of safety, hiring, training, purchasing and maintenance, to provide an unmatched level of local support to our customers.

Highlights of our proposal for the Natick Public Works Department include:

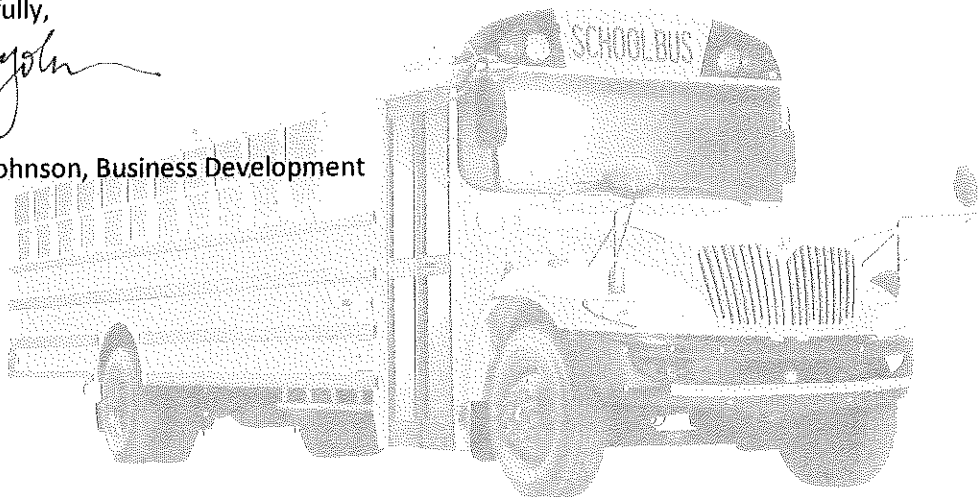
- 🚌 Seon Trooper camera system with infrared digital cameras for each bus.
- 🚌 Zonar GPS on all buses and practices that result in near real-time benefits, enhancing communication and maximizing efficiencies.

We look forward to the prospect of creating a long lasting and mutually beneficial partnership with the Natick Public Works Department. Please review the **Executive Summary** section of the proposal that provides highlights of our plan.

Respectfully,



Clifton Johnson, Business Development



Durham School Services is pleased to present our pre-eminent qualifications for transportation services in regards to the Natick Public Works' invitation to bid for the Natick Recreation and Parks Department.

Proposed School District Benefits

As a student transportation provider for more than 100 years, our experience has led us to become an industry leader capable of offering our customers an unmatched level of service. Our transportation services include a wide range of tools including the latest, and we feel most effective, safety monitoring tools and equipment today, because student safety is our priority. Our proposal includes the following benefits for your school district:

- 🚌 Drivers will have the opportunity to participate in our health insurance plan. By providing health insurance for our drivers and monitors we enable them to get medical attention when sick. This helps ensure the well-being of our employees and students we care for.
- 🚌 Our employees are eligible to participate in a 401(k) retirement plan with a company match up to 4%. By providing a company match this encourages our employees to be a part of the team for many years to come. Tenured drivers are safer.
- 🚌 Our total compensation plan will help reduce turnover. This ensures you of continued quality service because Durham School Services' drivers will be more experienced and more familiar with your students and their routes.
- 🚌 Receive access to our proprietary suite of safety technologies that is unmatched in the student transportation industry today, including Zonar®, Durham Bus Tracker®, Lytx DriveCam®, Fogmaker North America, and BusReport® -- all included in your student transportation program with Durham.
 - We use a 13-touchpoint Zonar® inspection tool for each pre- and post-trip inspection to monitor both vehicle maintenance and to perform diligent child checks.
 - Durham Bus Tracker®, our custom mobile app, allows parents to view their students' current bus location and information about the route in near real-time, including the scheduled and estimated arrival times to the stop. Our goal is to provide parents with a greater sense of comfort and visibility with their students' transportation.
 - Lytx DriveCam® is now offered to our customers as a complimentary safety data collection tool. We are the only provider in the industry to equip each of our buses with DriveCam® technology. DriveCam® is a windshield-mounted

camera that records both the driver and the road in the event of a hard brake, sudden swerve or rapid change in speed. This greater visibility into driving behavior is reviewed by our safety team and additional training is provided to our drivers as needed.

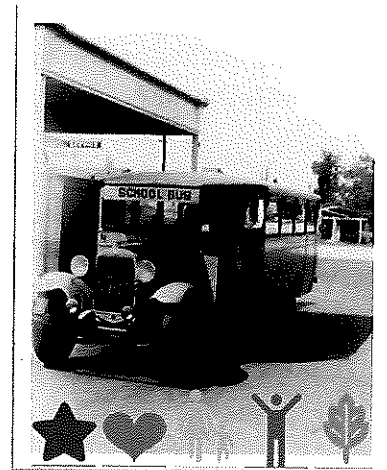
- Through an exclusive contract, Fogmaker North America fire detection and suppression technology will be available on all Durham buses by the end of 2019. Fogmaker uses a high-pressure water mist system which rapidly reduces heat and suppresses a vehicle fire in seconds.
- BusReport™ is our proprietary cloud-based reporting tool where we receive both compliments and complaints from the customers, parents and communities in which we operate. Feedback is recorded in real-time and a timely response is provided. The feedback we receive is directly related to our performance-improvement plan for driver training and vehicle maintenance.

Who We Are

Durham School Services has a strong record of success and decades of experience in student transportation. We are confident we can provide exceptional service to your district and help you realize the result and outcomes you're looking for. We will remain continually focused on delivering our service promise: **Getting students to school safely, on time and ready to learn®**. Our mission is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.

We can trace our history back to 1917 to a three-bus company started in the San Gabriel Valley of California. A century later, we are a leading provider of transportation across North America.

Our journey by the numbers: Ten decades of growth. Combined resources of more than 19,500 team members. More than one million students transported daily. Five core values. One vision. But the common thread to our story, and central to the journey, has been **our people, our customers and our values**. It defines who we are and sets us apart from our competitors as a leader in transportation.



Rely on Our Experience

Durham School Services is an industry leader when it comes to student transportation services. We work tirelessly to ensure that program transitions are as smooth as possible and communication among all parties is proactive, coordinated with the district, consistently open and effective.



Being responsive and solution-oriented, serving as a trusted partner, and giving our customers peace of mind that their students are safe with us is vital to our success.

We realize that communicating the change and developing a positive relationship with parents and the general public is a critical part of a smooth transition. Ongoing communications with the district and its constituents will be an important part of a smooth transition to Durham School Services. To ensure consistency in communications, Durham managers will ask to meet with district administrators on a regular basis through the start of the contract. You will also have access to the expertise we hold in our regional and corporate offices. We strongly recommend you also visit one of our Massachusetts customer service centers and see first-hand our unique safety culture, our customer service practices, and our industry-recognized programs—***The Durham Difference®***.

The Durham Difference® is: EXCEPTIONAL CUSTOMER SERVICE

Our managers are constantly providing exceptional customer service. Honesty, accountability and transparency are how we approach all matters. We will uncover problems and issues for resolution and constantly communicate with you during each step of the way. Private contractors are held to higher levels of expectations, and we will seek to constantly exceed your expectations.

We will provide leadership and experience far beyond what just the local district transportation director can provide. All drivers, monitors, and local office staff receive customer service training and are taught to listen carefully to customer concerns and respond in a professional manner. You will receive personal attention at the local level, while benefitting from the expertise and best practices of our regional and national teams.

Consistent and timely communication is our goal. All levels of the team will seek feedback to ensure we are meeting expectations and delivering excellent customer service. Customers and employees will be regularly surveyed; feedback will be used to make positive changes throughout the company. Our proactive approach to superior customer service sets us apart from our competitors.



We believe our
customers are the
heart of our
business.

Customer Retention Rate

Our customer retention rate is one of the highest in the school bus transportation industry. We believe our personal attention to the school district's needs, our safety programs and customer service practices are the reasons our retention rate remains above the industry average.

SAFETY IS ALWAYS OUR FIRST PRIORITY

The safety of each student and employee is our first commitment and Durham School Services knows there is no substitute. We constantly strive to find the safest way to operate, not the most expedient or least expensive.

The best trained drivers in the business work for Durham. Buses are built with safety in mind, but it is the drivers who make the buses safe. Durham is committed to continually developing innovative training strategies and programs designed to keep the safest drivers operating our buses. We understand the importance of what we do, and we work tirelessly to ensure safety is our first priority.

HIGH CALIBER LOCAL LEADERSHIP

The Durham Difference®—Our vision is to deliver service excellence to earn the trust and loyalty of our clients, customers and employees. Durham empowers local management to make decisions that positively impacts the customer

service and satisfaction with both the school district and the community. We plan to offer a competitive pay package for the general manager and others on the local leadership team.

- ☐ It is our goal to retain as many of the existing management staff as we can. This will allow a more seamless and transparent transition.
- ☐ This will positively impact customer satisfaction and minimize political impact for the decision to contract with an external provider.

Dedicated Customer Service Team

Providing a sufficient level of qualified personnel in key positions is critical to the success of the transportation operation. This will allow the general manager and their team to spend more time focusing on and addressing the customers and drivers, being proactive rather than reactive, which will result in a higher quality transportation system.

Retention of Employees

We recognize the importance of employees that live in and are a part of the local community. We will offer jobs to current district transportation staff at the time of transition that are in good standing with the district and meet all of our hiring criteria. Durham's wage and benefit package has been designed especially to retain the current driver workforce and attract prospective high quality replacement employees. We value our employees and want to build a long-term partnership with them as we do with you.

- ☐ Company-paid basic life and accidental death and dismemberment
- ☐ Company-paid long-term disability insurance
- ☐ Company-paid employee assistance program
- ☐ Tuition reimbursement program
- ☐ Voluntary short-term disability insurance
- ☐ Voluntary life insurance for employee, spouse and dependents
- ☐ Voluntary group legal plan
- ☐ Flexible spending accounts available for participation
- ☐ Paid holidays
- ☐ Retirement plan – matching 401(k) retirement savings plan (with company match of up to 4%) vested immediately

Proprietary Suite of Safety Technologies

ZONAR® GPS AND EVIR SYSTEM

We have partnered with Zonar systems for GPS technology equipped with an electronic vehicle inspection system, and will work together with your district to incorporate the near real-time benefits of this technology into your daily procedures.

Drivers use Zonar's electronic vehicle inspection system to complete the bus's pre- and post-inspection. Each zone must be checked before and after route service. During the inspection, the zone's information is automatically uploaded to Zonar's ground traffic control application and alerts operations if an inspection is incomplete.

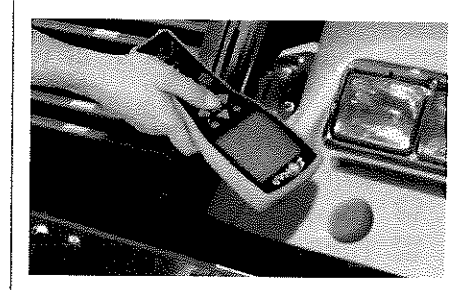
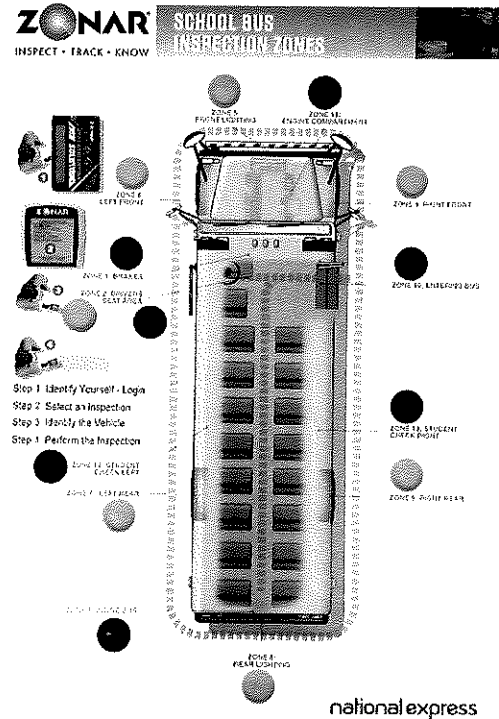
We are one of a few school bus transportation providers that equip buses with a total of 13 Zonar zones, three of which are child check zones. **COMPLIMENTARY.**

DRIVECAM®

Durham is the only provider in the industry to equip each of our buses with DriveCam® technology. This value-added benefit allows us to better manage driver behaviors and enhance our ability to resolve concerns. **COMPLIMENTARY; brochure is included at the end of this section.**

BUSREPORT™

Bus Report captures, distributes, researches, and responds to feedback received in real-time from our customers, parents and communities in which we serve. When an email address is entered, we will provide updates throughout the review process. **COMPLIMENTARY; brochure is included at the end of this section.**



BUS EQUIPMENT

The Durham fleet is equipped with 2 way radios and digital video cameras.

GPS TECHNOLOGY = ENHANCED COMMUNICATION

We will provide the Zonar® GPS tracking and EVIR system on each bus. The GPS technology will enhance our ability to address concerns by providing near real-time access to the facts.

Proposed Facility

Our maintenance facility is located at 270 Eliot Street, #18D, Ashland, Massachusetts, while the buses themselves will be dispatched from our Framingham yard, located at 185 Fountain Street.

Engaged Employees are the Best Employees

Our most valuable asset is our team of employees. We provide a positive, fair work environment where input is sought and valued. Our employees receive additional training, certifications and advancement opportunities to grow within the company. As a result, many of our supervisors began their career with Durham as a driver and worked their way up through the organization. Acknowledging a job well done helps keep our drivers and monitors engaged; we formally recognize them for safety, service, participation in local community efforts, and attendance. Our approach leads to high levels of employee satisfaction, which in turn, directly correlates to safer and more committed employees.

Core Values

Our five core values are focused on safety, customers, people, communities and excellence. We live these values throughout the organization. Nobody else will try harder for our customers than we do. As you will read in our proposal, our company's number one priority is **getting children to school safely, on time and ready to learn®**.

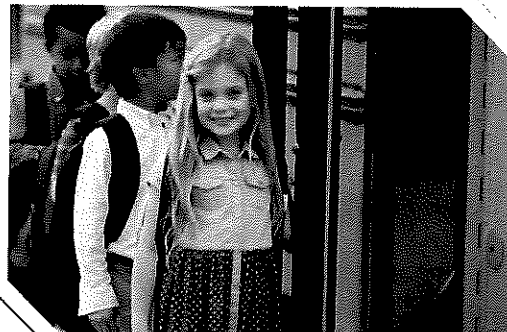
Our values are the compass
by which we have navigated
the past 100 years and how
we will continue on our
journey to excellence in the
years to come.



A Team You Can Count On

Durham School Services has a wealth of experience, serving more than 400 educational partners across the United States. We understand the challenges of running a student transportation program and are committed to working in partnership with the districts we serve. Our local team will work diligently to build solid relationships with administrators, teachers and drivers while providing the best possible service to the students. We plan to become active members of your community, and we will make every effort to support local initiatives. We are delighted to be considered to provide professional services to your district and are confident we can provide outstanding services to your students, your district and your community.

Should you have any further questions regarding this proposal, please contact Clifton Johnson, Business Development, at (413) 237-7079.



Our company's policies, programs and procedures included in this proposal are those currently in effect. We reserve the right to revise our policies, programs and procedures over time.



DRIVECAM ENHANCES THE SAFETY OF DURHAM SCHOOL SERVICES STUDENTS AND DRIVERS

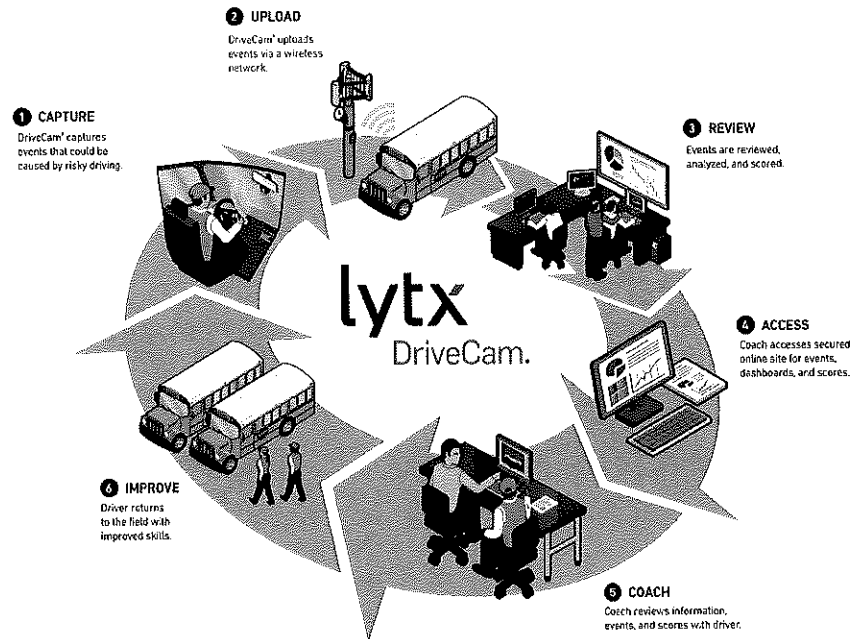
Taking safety to the next level with cutting-edge technology

THE DRIVECAM PROCESS

Strengthening our ongoing commitment to safety, Durham is implementing the Lytx DriveCam video safety program. Student safety is our top priority, and the addition of DriveCam provides further peace of mind for parents, our district partners and the residents in the communities we serve.

DriveCam is designed to:

- Reinforce bus drivers' safe driving performance
- Fine-tune driver skills
- Provide data-driven insights to learn from coachable events
- Give greater visibility to driving behavior



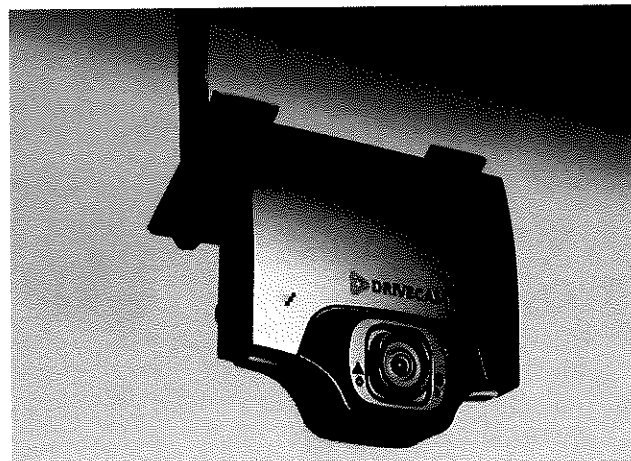
HOW IT WORKS

DriveCam uses a windshield-mounted camera that faces the driver inside and the road ahead outside of the bus. Sensors detect unusual driving events such as:

- Hard braking
- Sudden swerves
- Rapid change in speed

LEARN MORE

Visit <https://www.lytx.com> to learn more.



Give Us Your Feedback national express school

National Express School brands takes safety and service to the next level with **BusReport**—our industry-leading feedback management system

National Express School brands is launching BusReport—a cloud-based system that gives parents, residents and our district partners a platform to log real-time feedback including service recognition, requests or concerns. We're leading the industry with this state-of-the-art technology to keep our drivers, motorists and pedestrians safe in the communities we serve.

BusReport is designed to:

- Record your feedback in real-time
- Get you a timely response
- Improve our performance

HOW IT WORKS

Go online or call—it's easy. Log onto **busreport.com** to provide your feedback or call the number posted on the back of our buses. BusReport ensures all feedback is received, logged, tracked and acted upon. And if you give us your email address, we can provide you with email updates throughout the review process.

THE BUSREPORT PROCESS

CAPTURE

Your complaints, compliments and requests will be collected into our system.

RECEIVE

Every case will start and end with our general manager.

RESEARCH

Our teams will take an in-depth look at each concern or compliment and record the results.

RESPOND

After working through the case, our general manager will take appropriate action and provide you with feedback. Email updates will be sent throughout the process.

IMPROVE

As the cases are entered, our teams will have visibility on trends. We will hold ourselves accountable to not only respond, but also to solve any concerns.

BUSREPORT

Complaints

Compliments

To begin Feedback, please click one of the above links. First search by typing in your state, then select the location nearest to you.

Instructional Videos
How to submit a Complaint
How to submit a Compliment

© 2017 - National Express LLC

BUSREPORT

☒ **Complaint**

Complaint details

Supporting documents Upload file

State/Province

Please enter a value

Is this inquiry related to school bus/student transportation?

☐ Yes ☐ No

Description

Would you like us to respond to your complaint?

☐ Yes ☐ No

Next

BUSREPORT

☒ **Compliment**

Thank you for choosing to let us know how we have exceeded your expectations. Please make sure that all of the staff involved are told about your praise.

Supporting documents Upload file

State/Province

Please enter a value

Is this inquiry related to school bus/student transportation?

☐ Yes ☐ No

Details of your compliment

Please indicate if you want to withhold your contact details.

☐ Wants to remain anonymous

Next

Pricing

Durham School Services is providing the following pricing as required in the invitation to bid for the Natick Recreation and Parks Department:

-  Bid Form
-  Attachment I – Transportation Specifications

School Bus Transportation

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

Printed Name of Bidder:

Durham School Services, L.P.Address: 2601 Navistar Dr.Lisle, IL 60532BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA NOS. 1

Write out all addenda. For example, for three (3) addenda issued, write out "1, 2, and 3." Do not write "3" or "1-3."

Section	Time of Year	Activity	Bid Price	Price YR 1	Price YR 2	Price YR 3
1) School Bus with Driver (65 Passenger)	September – June	<ul style="list-style-type: none"> Nashoba Valley Skiing Sundays Jan – Feb (6 weeks) 2 – 3 Buses 7:15am – 1:15pm Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm 	Cost Per Mile	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
			Layover Cost per Hour	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
			Minimum Bus	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
2) School Bus with Driver (65 Passenger)	July & August	<ul style="list-style-type: none"> Camp Woodtrail & Camp Arrowhead (see sample listing below) 	Cost Per Mile*	<u>\$3.95</u>	<u>\$4.07</u>	<u>\$4.19</u>
			Layover Cost per Hour*	<u>\$50.00</u>	<u>\$51.50</u>	<u>\$53.05</u>
			Minimum Bus	<u>\$312.00</u>	<u>\$321.36</u>	<u>\$331.00</u>

Trip (Non Exclusive Sample, May Vary)	# of Buses	Time	Location
Water Country	3	9am – 8pm	Portsmouth, NH
Southwick Zoo	2	9am – 2pm	Mendon, MA
Water Country	3	9am – 6pm	Portsmouth, NH
Canobie Lake Park	3	9am – 7pm	Salem, NH
Blue Hills	2	9am – 3pm	Milton, MA
Kimball Farms	2	9am – 2pm	Westford, MA
Concord Academy	2	9am – 2pm	Concord, MA
Downtown Newport	2	9am – 7pm	Newport, RI
Funtown Splash Town	6	9am – 8pm	Saco, ME
Breezy Waterslides	5	9am – 3pm	Douglas, MA
Total Buses:	30		

3. SCHOOL BUS ONLY (WITH DRIVER) (65 PASSENGER)	Approximately 25 days of in- town use		Cost for Rental Per day. Flat Rate	No Bid
				XXXXXXXXXX
				XXXXXXXXXX

Hours 9-3, Monday through Friday, servicing Wilson Middle School and/or Kennedy Middle School

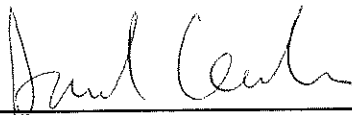
The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)
- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids. A separate award may be made for each category. The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

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



By: Durham Holding II, L.L.C.,
its General Partner

Authorized Signature

Daniel Cecchin

Printed Name

Director of Commercial Development

Printed Title

10/23/2019

Date

Full Legal Name Durham School Services, L.P.
Partnership

Officers of Corporation and Addresses

Gary L. Waits, Chief Executive Officer - Student Transportation

Alejandro Castro, Chief Financial Officer and Treasurer

Dorothy Capers, General Counsel and Secretary

Judith A. Crawford, CEO, Transit and EVP, Commercial Development

State of Incorporation Formed in Delaware on October 1, 2002 as a Limited Partnership.

Principal Place of Business Lisle, IL

Tel. (630) 821-5400

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA _____

270 Eliot Street #18D

Ashland, MA 01721

Tel. (508) 881-3869

TOWN OF NATICK

ATTACHMENT I

TRANSPORTATION SPECIFICATIONS

Section	Time of Year	Activity	Bid Price	Price YR 1	Price YR 2	Price YR 3
1) School Bus with Driver (65 Passenger)	September – June	<ul style="list-style-type: none"> Nashoba Valley Skiing Sundays Jan – Feb (6 wks) 2 – 3 Buses 7:15am – 1:15pm Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm 	Cost Per Mile Layover Cost per Hour Minimum Bus	No Bid	No Bid	No Bid
2) School Bus with Driver (65 Passenger)	July & August	<ul style="list-style-type: none"> Camp Woodtrail & Camp Arrowhead (see sample listing below) 	Cost Per Mile * Layover Cost per Hour * Minimum Bus	\$3.95	\$4.07	\$4.19
				\$50.00	\$51.50	\$53.05
				\$312.00	\$321.36	\$331.00

Trip (Non Exclusive Sample, May Vary)	# of Buses	Time	Location
Water Country	3	9am – 8pm	Portsmouth, NH
Southwick Zoo	2	9am – 2pm	Mendon, MA
Water Country	3	9am – 6pm	Portsmouth, NH
Canobie Lake Park	3	9am – 7pm	Salem, NH

Page 26 of 27

* Applies to all field trips except for trips into Boston, which are subject to a rate increase of 22% over the stated rate.

Blue Hills	2	9am - 3pm	Milton, MA
Kimball Farms	2	9am - 2pm	Westford, MA
Concord Academy	2	9am - 2pm	Concord, MA
Downtown Newport	2	9am - 7pm	Newport, RI
Funtown Splash Town	6	9am - 8pm	Saco, ME
Breezy Waterslides	5	9am - 3pm	Douglas, MA
Total Buses:	30		

3. SCHOOL BUS ONLY (WITH DRIVER) (65 PASSENGER)	Approximately 25 days of in-town use	Cost for Rental Per day. Flat Rate	No Bid
			xxxxxxxxx
			xxxxxxxxx

Hours 9-3, Monday through Friday, servicing Wilson Middle School and/or Kennedy Middle School

Required Forms

Durham School Services is providing the following documentation as required in the invitation to bid for the Natick Recreation and Parks Department:

- ☐ Addendum No. 1
- ☐ Attachment B - Certificate of Non-Collusion
- ☐ Attachment C – Certificate of Tax Compliance
- ☐ Attachment D – Conflict of Interest Certification
- ☐ Attachment E – Certificate of Corporate Bidder
- ☐ Attachment F – Certificate of Compliance with M.G.L. c. 151B
- ☐ Attachment G – Certificate of Non-Debarment

School Bus Transportation

Town of Natick, Massachusetts

IFB: Recreation and Parks Transportation

ADDENDUM NO. 1

TO: Prospective Bidders

PROJECT: IFB: Recreation and Parks Transportation

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

DATE: October 16, 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 two (2) pages (including this one).

The Town hereby answers the questions posed by planholders to date:

1. *Page 3, III. Background states that bids are sought for "a three year term, commencing in mid 2020." Does this mean that the new contract will include Section 2 trips for Camp Woodtrail & Camp Arrowhead during the summer of 2020? If not, please indicate exactly when the contract will begin.*

Correct. The new contract will include trips for Camp Woodtrail and Camp Arrowhead in the summer of 2020. The new contract, assuming awarded, will be effective as of July 1, 2020, as stated in the form of contract that is attached to the IFB and that is incorporated into the IFB.

2. *Page 7, #23 states that all "tolls and parking fees will be paid by the Successful Bidder." As many of the Camp destinations will require turnpike travel, and bus parking fees can be considerable, it seems to make more sense for the Town to reimburse those costs that are actually incurred, as opposed to the bidder trying to estimate the toll/parking fees and building those costs into the pricing model. Please consider changing this item.*

The Town will not alter this item.

3. *Page 7, #26 refers to a fuel escalation clause. Is the strike price of the escalator based on the current fuel costs as supplied by the bidder, or the stated base cost of \$3.00 per gallon? Please clarify.*

The price escalator is based upon current fuel/base cost - \$3.00 per gallon.

4. *Page 8, #27 indicates that "The Town expects that any Bidder will only Bid in sections where it can supply the vehicles needed in the time referred to." Section 1 on the bid pricing page combines winter ski trips occurring on Sundays with release day trips, which clearly occur during the school year. Vehicle availability, for a contractor who does not have the current Natick school bus contract, is quite different for these two categories of trips. Would the Town consider separating them into different sections on the pricing page? This would potentially get the Town a better price for the ski trips, as vehicles are more readily available on Sundays.*

The Town will not alter this section and will not separate the categories into different sections.

5. *Will the summer camp trips be starting at either Camp Arrowhead or Camp Woodtrail, or will they have campers from both camps on the same bus?*

The majority of trips will be leaving from Natick Camp Woodtrail and there is one trip to Six Flags that takes Camp Arrowhead volunteers (not participants) for one day. We do not have any trips that combines Woodtrail and Arrowhead participants.

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

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

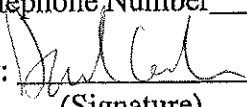
Durham School Services, L.P.

Address of Bidder

2601 Navistar Drive

Lisle, IL 60532

Telephone Number (630) 821-5400

By:  By: Durham Holding II, L.L.C.,
its General Partner
(Signature)

Daniel Cecchin

Printed Name

Director of Business Development

Printed Title

10/23/2019

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 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

Durham School Services, L.P.

Address of Bidder

2601 Navistar Drive

Lisle, IL 60532

Telephone Number (630) 821-5400

By:

(Signature)

By: Durham Holding II, L.L.C.,
its General Partner

Daniel Cecchin

Printed Name

Director of Business Development

Printed Title

10/23/2019

Date

TOWN OF NATICK
ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

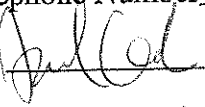
Durham School Services, L.P.

Address of Bidder

2601 Navistar Drive

Lisle, IL 60532

Telephone Number (630) 821-5400

By:  By: Durham Holding II, L.L.C.,
its General Partner

(Signature)

Daniel Cecchin

Printed Name

Director of Business Development

Printed Title

10/23/19

Date

N/A

TOWN OF NATICK

ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

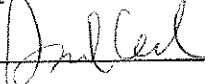
Durham School Services, L.P.

Address of Bidder

2601 Navistar Drive

Lisle, IL 60532

Telephone Number (630) 821-5400

By:  By: Durham Holding II, L.L.C.,
its General Partner

(Signature)

Daniel Cecchin

Printed Name

Director of Business Development

Printed Title

10/23/2019

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Durham School Services, L.P.

Address of Bidder

2601 Navistar Drive

Lisle, IL 60532

Telephone Number (630) 821-5400

By: 

By: Durham Holding II, L.L.C.,
its General Partner

(Signature)

Daniel Cecchin

Printed Name

Director of Business Development

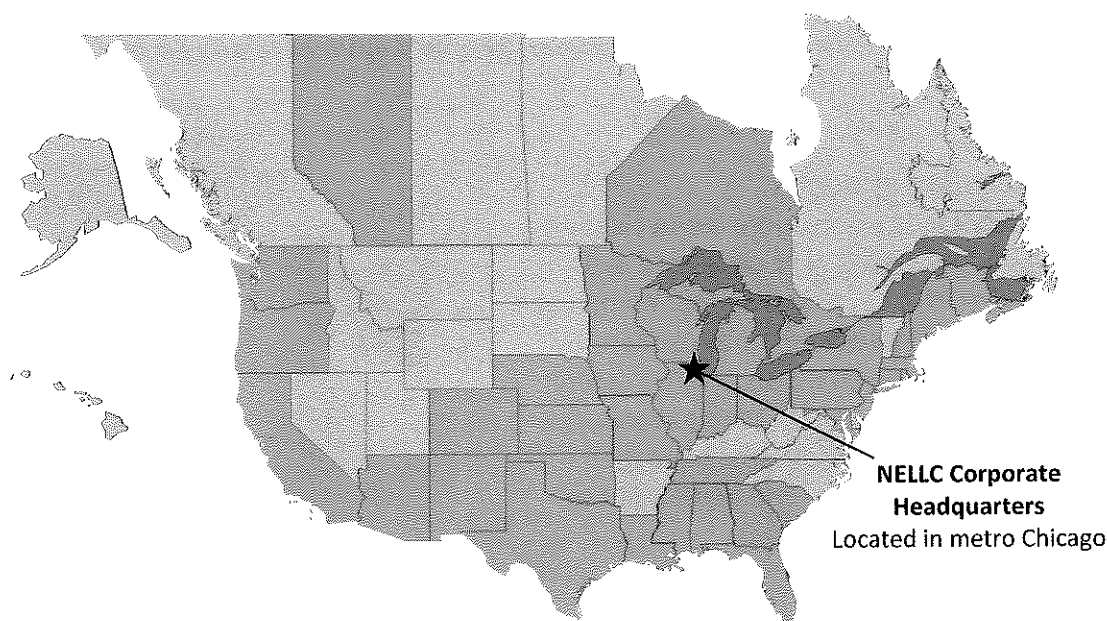
Printed Title

10/23/2019

Date

Durham School Services can trace its history back to a three-bus company started in 1917 in the San Gabriel Valley of California, providing student transportation service to the Rosemead School District, a community we still serve today. In its early years, Durham concentrated in special education transportation. This specialization has helped us to nurture a unique commitment to quality service that remains throughout our company today.

Headquartered in Lisle, Illinois, Durham School Services is part of the school bus transportation division of National Express LLC (NELLC). National Express Group (NEG) is our parent company and is located in the United Kingdom.



NELLC Corporate
Headquarters
Located in metro Chicago

With combined resources, our organization operates more than 15,500 school buses, employs more than 19,500 people, and serves more than 400 school districts in 30 states and three provinces.

***We have ordered a Letter of Good Standing from the Secretary of the Commonwealth's Office. Once received, we will submit this information.**

Our Company's Vision and Values

VISION

Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.



VALUES

Durham School Services is pleased to have the opportunity to partner with your district; we are committed to serve you safely and to provide the personal attention you need for successful transportation services. Our operations focus on our five core values: **Safety, Customer, People, Community and Excellence.**

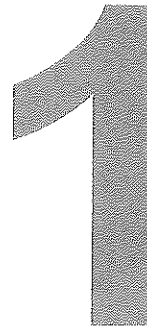
Safety

Safety Performance

No one takes safety more seriously than we do; our goal is zero accidents. With collaborative support from our employees, we have created a safer atmosphere by encouraging open discussions on safety concerns and by hiring strong managers who make sure employees have the appropriate training and equipment to safely perform their jobs.

Safety

We only do what is safe and stop any unsafe behaviour.



Customers

Retention

Our customer retention rate is one of the highest in the school bus transportation industry; we're proud to have maintained a high level for the past several years. We believe our personal attention to our district partners' needs, our commitment to safety, and our customer service philosophy and practices are just some of the reasons our customers are so satisfied with us.

Customers

We place them at the heart of our business and relentlessly meet their expectations.



Exceptional Customer Service

Our vision is to earn the lifetime loyalty of each district by delivering safe, high quality, passenger transport services.

We will work closely with you and are always open to suggestions to ensure your program is the best it can be. Our goal is to deliver a smooth and seamless partnership between your district and Durham School Services.

People

We Are a People Business

From the students and passengers we transport safely every day to our outstanding team members making a difference in the communities where we live and work, it's all about people.

Enjoy the Ride Program

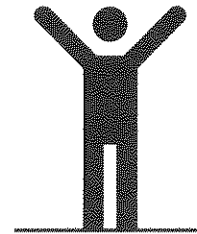
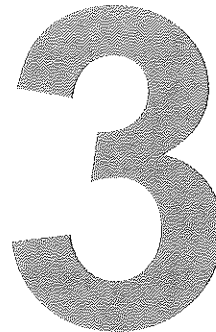
We know how important our people are to the success of our organization. Our employee relations program, **Enjoy the Ride**, was designed to acknowledge the effort and contribution employees make to our company every day.

Employee Diversity

Our company has a long history of employing a diverse workforce. Our focus is treating people with trust and respect and never tolerating discriminatory behavior. Through our equal employment opportunity policy and management training program, managers and supervisors are well versed in our zero tolerance nondiscrimination policies.

People

We develop the talents, reward the exceptional performance and respect the rights of all our employees.



Community

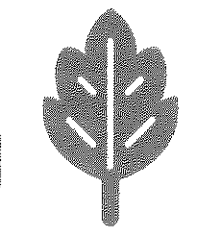
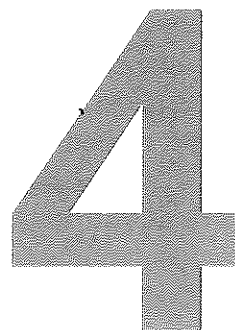
Communications and Social Media

POSITIVE DISTRICT RELATIONS

Our communications department works closely with districts to publicize important news affecting local school bus services. We are responsive to newspaper, radio and television media, and have a history of success at improving the public image of school bus transportation.

Community

We are active in the communities we serve to generate economic, social and environmental value.



SUPPORTING YOUR DISTRICT'S EVENTS

We look forward to supporting your district's community events and district projects. Our community involvement includes donating buses, collecting goods for families in need and active participation in local charity events in your community.

SOCIAL MEDIA

We understand the importance of social media and the expectation for company information to be available online and in real-time. We encourage district administrators, parents, employees and the community to join us to learn about job fairs, community events, awards and employee recognition programs.



Facebook: www.facebook.com/DurhamSchoolServices



LinkedIn: <http://www.linkedin.com/company/durham-school-services>



Twitter: @DurhamSchoolSvc



YouTube: <http://www.youtube.com/user/DurhamSchoolServices>



Instagram: https://instagram.com/durham_school_services/



Website: www.durhamschoolservices.com

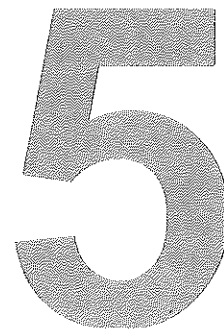
Community Diversity

MINORITY BUSINESS ENTERPRISE PARTICIPATION

Our company is proud to support local minority-owned businesses and vendors. We will, in good faith, continue to support minority businesses within your community.

Excellence

As part of our commitment to excellence and continuously increase our value offering to our customers and employees, we have a dedicated organization focused on driving efficiencies throughout our organization, embed best practices and sustain a culture of innovation. Our management operating system incorporates lean and six sigma methodologies to constantly identify and eliminate barriers to performance excellence and empower our employees to provide the best in class service to our customers.



Excellence

We constantly strive to be excellent in all that we do.

Taking Maintenance Excellence to the Next Level

Maintenance technicians are a critical part of our mission to **getting children to school safely, on time and ready to learn®**. Providing safe student transportation starts with putting safe vehicles on the road. To foster excellence in its maintenance operations, we support our maintenance professionals who work to achieve master technician certification by the National Institute for Automotive Service Excellence (ASE), an independent, non-profit organization that works to improve the quality of vehicle repair and service by testing and certifying repair and service professionals.

As we continue on the path to excellence, our maintenance teams are taking the extra steps towards becoming “the best of the best” by earning their ASE. Individual maintenance technicians across our organization have put in the hard work and dedication to complete a series of rigorous tests, ranging from body systems and diesel engines to suspension and steering, to earn ASE master certification. In addition to earning master certification, their respective maintenance shops went even further to achieve ASE Blue Seal of Excellence – the ultimate recognition from ASE.

At least 75 percent of technicians performing diagnosis and repairs at our customer service centers must be ASE certified in order to qualify for the ASE Blue Seal of Excellence Recognition Program. Each area of service offered in the maintenance shop must be covered by at least one ASE-certified technician.



**Illinois Performance Excellence Center (ILPEX)
for Commitment to Excellence**
2016 AND 2015 BRONZE AWARDS



National Express LLC was selected for this award based on our demonstrated commitment to excellence and our pursuit of continuous improvement. This recognition is especially meaningful as organizations can take many years to achieve this honor. In the beginning of November 2015, a team of assessors spent an entire week in our corporate headquarters and also visited our Aurora, Lake Villa and Carpentersville customer service centers, speaking to over 100 team members. During the visit, the assessing team dug into the details of our business and assessed the extent to which we demonstrate excellence; our business was assessed using the Malcolm Baldrige Criteria for excellence.

The ILPEX assessment was a review of our organization's continuous improvement efforts. This recognition not only confirms our improvement from 2011 to 2016 but validates the journey to excellence that we continue to travel.

*"We are committed to the success of our
partnerships and continue to strive towards
excellence in everything that we do."*

– Judith Crawford, EVP, Commercial Development

Special Needs Transportation Services

Durham School Services has a long history of providing special needs transportation services. Durham was originally founded in 1917 as a special needs student transportation provider for the owner's wheelchair-bound child. For more than a century, we have maintained our passion for serving the special needs community. Today, we provide special needs transportation services at hundreds of locations across the United States, and are responsible for getting 100,000+ special needs students to school safely, on time and ready to learn.

At Durham we view transportation as an important part of each special needs student's educational program. Learning about each student's particular need helps us to provide service at the highest levels possible. We customize our training programs according to each school district's unique protocols, which can range from working with parents, school personnel, nurses/medical professionals, equipment vendors, to participating in IEP meetings. Additional classes focusing on working with visually impaired, deaf, autistic and wheelchair-bound students are available as required by student needs.

Our Special Needs Training Program



Meet Mary Leonard, our SVP and COO of Special Education in North America. Mary oversees the special needs transportation training program for the entire organization, which is a service no one else in our industry provides. We have found this service has made a profoundly positive impact on the special needs students for whom we provide school transportation each day.

Mary has held several positions in her career leading operations at companies such as FedEx, RR Donnelly, redbox and Primo Water. In March 2017 Mary joined National Express/Durham as Chief Operating Officer and Senior Vice President of the Central Area. In August 2018 Mary was named Chief Operating Officer and Senior Vice President of Special Education. In this capacity she is responsible for the development and implementation of standardized training, processes and procedures to ensure the safe transportation of our most vulnerable customers – those with special needs. Mary lives just outside Phoenix AZ, in New River, with her husband of 26 years, and their special needs son, Benjamin.

School Bus Transportation

Mary's focus is on the individualized attention our drivers and staff can bring to these kids, giving them the best possible experience while riding with us. Mary visits many of our locations personally and is always available to answer questions or to provide additional SPED transportation program information.

A Partnership in Special Education

Because of the nature of special needs transportation, open communications and a cooperative approach between parents, students, teachers, drivers, special education supervisors, transportation supervisors and monitors help to ensure that safe, reliable and efficient services are provided. Once an Individual Education Plan (IEP) team has determined that a student with special needs will require transportation, routing becomes an important part of the student's success equation. Our aim is to support each special needs student's educational goals and to make each trip to and from school as safe and pleasant as possible. As expert providers in special needs transportation, our employees can help make sure that the education locations, equipment and vehicle needs, personnel needs, pick up points, drop off points and time on board, will all be taken into proper consideration.



With more than 100 years' experience, our organization operates hundreds of special needs locations, transporting 100,000+ special needs students.



Special Needs Transportation Services

Individualized Student Attention

We understand that your district's special needs transportation requirements are unique to each of your students, and that those requirements can change often. Staff continuity and operations expertise, combined with our decades of experience demonstrates that we are well-prepared to accommodate your district's needs. Being flexible is also important, from making changes in routes to customized training to procuring new equipment, we are equipped with trained individuals with hearts for these students, and can provide the essential services your special education students depend on every school day.

Our Special Needs Staff

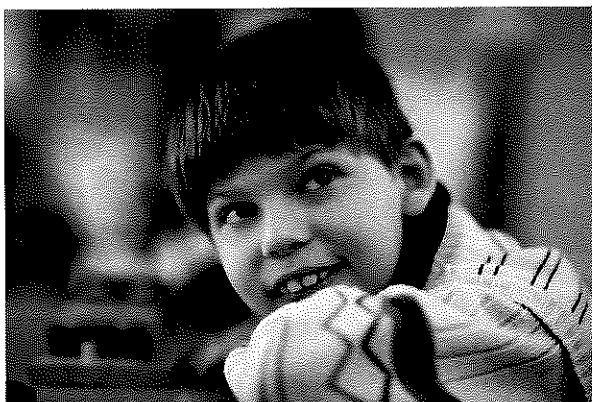
At Durham our special needs drivers and monitors love what they do. They support your students by renewing their employment with us year after year. The average tenure of our SPED personnel is 10-12 years. We offer:

- 🚌 Knowledgeable, empathic employees
- 🚌 Individualized training
- 🚌 Ongoing communications
- 🚌 IEP transportation expertise
- 🚌 Introductory meetings with parents
- 🚌 Routing optimization including shared routing, when applicable

We hire people with the integrity, patience and sensitivity necessary to be a positive influence in the lives of

students with special needs. Our special needs routes are operated by our most experienced drivers, who have an average of 10 or more years of experience working with special needs students. Many of our special needs drivers have been operating the same routes for years, providing the continuity that is so important to special needs students.

The experience and desire to work with special needs students extends to management. Our general managers have an average of 14+ years of special needs experience, and many of them began their careers in this field as special needs drivers.



*It takes a special person to
work with special needs students;
our drivers love what they do.*

School Bus Transportation

Drivers of special needs students are faced with an unique set of responsibilities in providing safe and timely transportation of their students. The driver's primary job is to safely operate the bus in order to get the students to and from school safely. Having patience along with strong communication skills, critical thinking and problem solving are all qualities a special needs driver needs to possess.

SPED-Specific Training

Transporting students with special needs requires unique skillsets. To that end, we offer an extensive, state-of-the-art industry special needs training program to our bus drivers and monitors. Before beginning special needs training, our drivers complete our basic training, a minimum of 40 hours of classroom and behind-the-wheel activities.

INTRODUCTORY SPECIAL NEEDS TRAINING

Our training covers the logistics of student transportation and also focuses on behavior management and reasons behind the behavior. In the classroom portion of our special needs curriculum, drivers and monitors learn about all aspects of special needs transportation, including: types of special needs; lifts and mobility devices; securement; balancing needs; emergency evacuations; transportation challenges; and laws protecting special needs students.

Hands-on training is a critical part of our training program. It includes: ambulatory loading, securement and unloading; securing student equipment; wheelchair loading and emergency evacuation. In one activity, each trainee sits in a wheelchair while it is loaded on the lift and is then transported. Exercises like this help drivers to put themselves in the place of the students they serve, experiencing the world from the perspective of a child with special needs.

TRAINING ON INDIVIDUAL DISABILITIES AND ASSISTIVE DEVICES

We customize additional training according to each school district's unique protocols, which can range from working with parents, school personnel, nurses/medical professionals, equipment vendors, to participating in IEP meetings. Additional classes on working with visually impaired, deaf, autistic and wheelchair-bound students are available as required by student needs.

ONGOING TRAINING

Our drivers and monitors receive ongoing training during monthly safety meetings held during the school year and as needed, e.g., if a new special needs student is added to a route.

Special Needs Transportation Services

School Bus Transportation

STUDENT BEHAVIOR MANAGEMENT

One of the most important aspects of our training program is student behavior management. For the safety of all passengers and any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm.

Please refer to tab **Hiring, Training and Retention** for further details on our driver training programs and initiatives.

SPED Communications

Drivers are responsible for communicating with each student based on that student's particular needs. For example, children on the autism spectrum need to be spoken to slowly, and repetition and consistency are important. Visual and hearing impaired children may be communicated with by touch. The communication needs of children with multiple disabilities or traumatic brain injury are specific to each child. In other words, the driver needs to know and understand each student individually and to be sure to treat each one with respect and sensitivity. Communication with parents, dispatch, school personnel and other students are also part of the driver's role.

WRITTEN COMMUNICATIONS





Strong writing and observational skills are also important for the special needs driver. Should an issue arise with a special needs child, the driver needs to be able to thoroughly document it to help assess progress against the particular student's goals or to determine if corrective action is justified. Because treatment of special needs students is highly regulated, it is critical to be able to demonstrate that each student has been treated in accordance with the law.

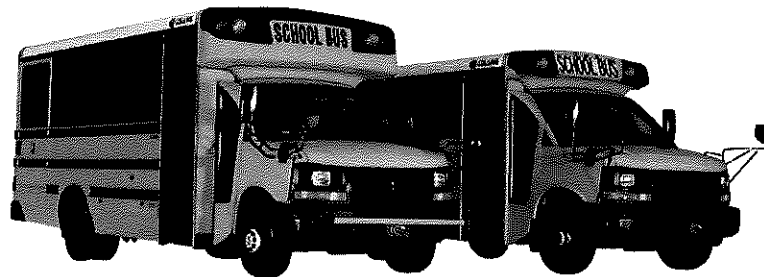
PROBLEM SOLVING/CRITICAL THINKING

For both special needs and mainstream bus routes, drivers need to be able to manage a diverse population of students with varying needs, being vigilant for any issues. Drivers are continually faced with making judgment calls based on many factors, especially in emergency situations. The ability to think critically and act quickly while maintaining safety is a must. Special needs drivers are responsible for creating emergency evacuation plans for the students on their routes, taking into account the needs of each child in getting him/her off the bus and keeping the child safe after evacuation.

TRANSPORTATION EFFICIENCIES

We understand that federal and state funding has not kept pace with escalating special education expenditures, placing the financial burden on districts. We partner with your district to help you manage overall transportation costs. As private contractors, we must remain vigilant to identify efficiencies and pass along the benefits in order to keep costs down and ensure value for every dollar.

-  National purchasing power for buses, parts and maintenance
-  Flexibility in managing changing equipment needs
-  Competitive pricing, wages and benefits
-  Added transparency through use of technology



Community Involvement

We have a long history of supporting students with special needs. In 1996 we began sponsoring the Special Olympics as our number one charitable cause. As a provider of special needs transportation, we have seen first-hand the positive impact Special Olympics makes on children with special needs, and we have been honored to support this outstanding organization for more than 20 years. In addition to making financial contributions, and many of our employees volunteer during the games to judge, pass out medals and shuttle athletes.



Special Olympics

We take great pride in sponsoring the Special Olympics in Illinois where our corporate headquarters is located.

POLAR PLUNGE FOR SPECIAL OLYMPICS

Our involvement with the Polar Plunge for Special Olympics began as a friendly bet between two Durham School Services employees. Durham was pleased to help sponsor the event and to donate buses, as well as to support the employees who decided to brave the cold and plunge into the icy waters of Lake Michigan.

Special Needs Transportation Services

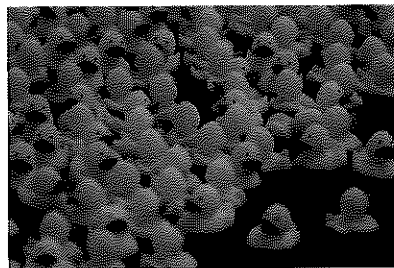
Every year since, Durham School Services, with the help of our corporate employees, local operators and their staff, has participated in the Polar Plunge and helped to provide bus transportation to athletes and their families.

"They (Durham School Services) not only raise funds to support our program, but the buses and friendly drivers that shuttle plungers to and from the beach add to the festive atmosphere of plunge day, which encourages people to return year after year."

- Dave Breen, president and CEO of Special Olympics Illinois

SPECIAL OLYMPICS ILLINOIS WINDY CITY RUBBER DUCK DERBY

Each year, more than 50,000 rubber ducks are pushed off the Columbus Street Bridge into the Chicago River for Special Olympics Illinois' Windy City Rubber Ducky Derby. "Team Durham" has participated since the first annual event was held in 2005. Since then, Durham employees, friends and family members have sold tens of thousands of rubber ducks benefitting the Illinois Special Olympics—each duck representing a \$5 donation Team Illinois. Durham has been recognized as the top corporate sales team nearly every year since 2007.



"We are grateful to be affiliated with such a committed partner whose employees generously donate their time to our athletes and organization. Durham helps make our organization successful, and for that we are thankful."

- Dave Breen, President and CEO of Special Olympics Illinois

School Bus Transportation

Customer Experience and Success

At Durham School Services, we believe our customer is the heart of our business; we have over 100 years of experience delivering safe and dependable student transportation services to our customers. We understand a district's need to have affordable yet dependable student transportation services. Through the years, we have helped districts just like yours overcome challenges and create strategies for more efficient student transportation delivered with outstanding customer service.




"The secret to our business success is hiring top-notch, highly qualified employees to care for our most precious cargo - our student passengers."


— Lisa Manegold, Vice President, Talent


References

Please refer to the following list for the references required in your RFP. We gladly welcome you to contact any of our referenced customers below so you may hear firsthand about **The Durham Difference®**.

Framingham Public Schools	
	
Address:	31 Flagg Drive, Framingham, MA 01702
Contact Information:	Dr. Edward Gotgart, Superintendent (508) 626-9100
Bus Routes:	75
Length of Service:	2011 to Present
Scope of Services:	Regular Education, Special Education

School Bus Transportation

Holyoke Public Schools	
	
Address:	57 Suffolk Street, Holyoke, MA 01040
Contact Information:	Maria Colon, Transportation Director (413) 534-2007
Bus Routes:	77
Length of Service:	28 years up to 2009/2009 to Present
Scope of Services:	Regular Education, Special Education

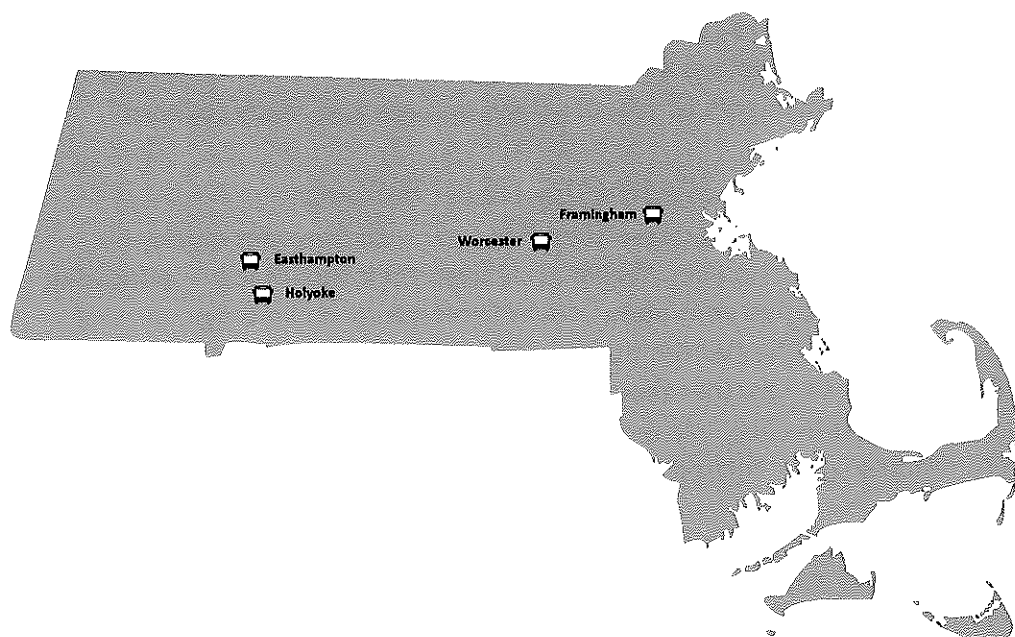
Worcester Public Schools	
	
Address:	20 Irving Street, Worcester, MA 01609
Contact Information:	John Hennessey, Transportation Director (508) 799-3152
Bus Routes:	160
Length of Service:	2006 to Present
Scope of Services:	Regular Education, Special Education

The above client information is confidential and only to be reviewed by your district.

Current Contracts

Durham has nine customers in Massachusetts; the map on the following page depicts each of our four customer service center locations.

Customer Experience and Success



Customer Success Stories

Durham School Services has a century of experience and currently partners with more than 400 school districts throughout the United States. The following is a sample of customer success stories illustrating how our expertise and resources have helped districts overcome daily challenges such as routing, staff shortages, bus breakdowns and budget limitations.

BIRMINGHAM PUBLIC SCHOOLS, MICHIGAN

Birmingham Public Schools was feeling the economic impact of the nation's poor economy. The State of Michigan's financial picture was one of the most dismal in the country and the state was unable to provide sufficient levels of school funding. The school district placed transportation services out to bid hoping to realize financial savings without compromising services. Durham School Services was



awarded the contract in 2008. Not only were projected savings exceeded, Durham also exceeded all of the school district's expectations. We improved the entire transportation program through increased staff morale, fewer public and district complaints and improved routing efficiencies. Results included improved driver attendance and retention, and accidents reduced by over 66%. Bus

reliability increased through our proprietary preventive maintenance program that virtually eliminated bus breakdowns, allowing us to fulfill our service promise: **Getting students to school safely, on time and ready to learn®.**

HARDIN COUNTY SCHOOLS, TENNESSEE

Hardin County realized they were spending too much time and money on mechanics and other services, taking away from their top priority – educating students. They also had continuous driver shortages and climbing overtime costs. Hardin knew they weren't the experts in student transportation, so they decided to bring in a partner that could deliver real value to the district. Durham has brought best-in-class transportation expertise to the table, consisting of: Safety. Maintenance. Technology. Routing. Community. A great onsite team.

Expert maintenance employees joined the team and a maintenance program came with them. Safety programs and protocols have been implemented. Routes were reviewed in order to optimize efficiency. Updated technology (equipment) was installed on the buses. Finally, staffing achieved capacity, including cover drivers. Hardin County has seen cost savings, increased efficiencies, improved routing, and an increase in employee morale and community involvement. Not only are parents pleased with the service, but the district's phone is no longer ringing due to parent concerns.

The quality of mechanics has improved, routing was enhanced and driver staffing issues have been addressed so additional time and money spent in those areas has decreased. Critical programs and protocol for all employees were implemented so employee morale has seen dramatic improvements. Furthermore, the onsite team is fully engaged in the community and its programs.

HINDS COUNTY SCHOOL DISTRICT, RAYMOND, MISSISSIPPI

Even though Hinds County School District had outsourced its transportation previously to a contractor with vast resources, the district still experienced issues with employee relations and timely service. School administrators often had to take time away from educating students to address transportation issues. A strike by the contractor's employees disrupted bus operations and diminished the community's trust in the school district. The Hinds county School Board decided to consider other student transportation companies that would be able to meet the needs of the district. They contacted nearby districts in Mississippi for references and Durham School Services rose to the top as a company dedicated to customer service. The School Board was impressed by Durham's

Customer Experience and Success

School Bus Transportation

professionalism and liked what the company had to offer: a brand new fleet of buses and a local team committed to getting Hinds students to school safely, on time and ready to learn every day.

Durham proved that it was not just a school bus company, but an effective business partner that the Hinds county district could count on and trust. Before the first week of service, the district had already saved \$100,000 after Durham's team found that the district had been paying for three routes that were not needed.

Technology is an important part of Durham's solution for Hinds County. With Durham's route management expertise and routing software, the company was able to help the district optimize its operations by minimizing route miles and reducing route times. In addition to improving route efficiencies, Durham provided the district with a brand new fleet updated with GPS and video cameras on every bus. These features have helped the district save on fuel costs, resolve service issues, and improve student management.

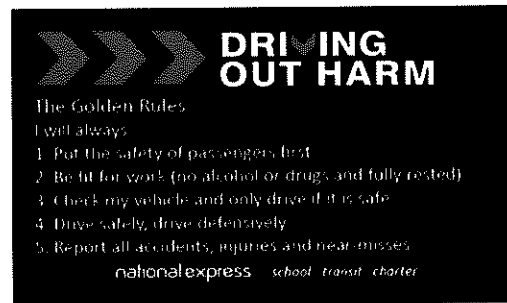
Durham has implemented an enhanced safety program that includes a Child Check policy and driver safety reminders and training. Additionally, Durham's staff is in constant communication with the district to address issues as they arise.

Customer Service and Quality Control

Durham's goal is to provide exceptional customer service to you and your stakeholders at all times. Through our customer service training, awareness programs and our annual customer service surveys, we are able to deliver on our promise while continuing to improve our services based on your feedback. We have numerous customer feedback mechanisms in place to ensure that we consistently meeting your needs.

DRIVING OUT HARM

We strive to distinguish ourselves from our competitors by delivering the most effective and customer-centric school bus transportation service to your district. Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees. An



example of this is our *Driving Out Harm* program, which ensures you, as well as everyone within your district and community, will receive the personal attention you deserve.

The *Driving Out Harm* program flows from our core values. The program permeates through our organization at every level; the rules are displayed at each location, and each employee receives a pledge card as a reminder of our customer service philosophy and commitment. Employees are continually exposed to new initiatives, training and processes that enhance how we deliver customer service.

CUSTOMER SERVICE SURVEYS

At Durham, we strive to continuously improve the services and solutions we bring to our customers and ensure an optimal customer experience. Customer surveys help us measure how well we are delivering on our promise. We survey customers at least twice per school year. These surveys represent an opportunity for us to formally measure how we are doing, gain a better understanding of our customers' needs, and implement new programs in order to improve customer satisfaction and demonstrate additional value to the partnership.

Annual Customer Survey

Our annual customer survey focuses on our relationships with our customers and our overall service of the contract. To confirm that we are delivering to our customers what they need and feel is important to their districts, we ask customers to choose which factors are most important to them in a student transportation provider and tell us how we are delivering in those areas. The data compiled from the survey allows us to continue to make improvements in order to be a better partner.

Back-to-School Customer Survey

Each year, we distribute a back to school survey to our customers to help gauge our service delivery during the first 30-45 days of the new school year. This allows us to check in with customers shortly after the school year begins and serves as another touch point of our commitment to being a good partner and service provider. By asking questions about performance, communication, and overall satisfaction, we can analyze how successful our start-up services are with new and existing customers. All results and comments are reviewed by our executive team; any improvements noted are discussed between on-site management and the district for appropriate resolutions.

ACCOUNT MANAGEMENT

Communication with Districts

We believe the key to providing great customer service is through ongoing communication; we strive to develop a partnership with each school district in which both parties work together to ensure that the student transportation program is the best it can be. Our local managers will meet regularly with school administrators and will be readily available to assist the district. Corporate and regional support is also available as needs arise. In addition, subject matter experts will visit your local customer service center (CSC), audit our programs and meet with district representatives.

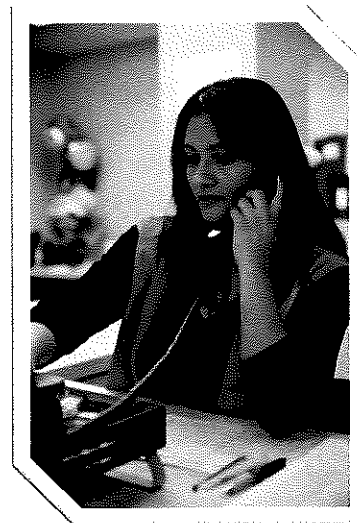
Durham School Services may also host customer feedback sessions, in which key contacts from districts we serve are invited to an offsite meeting to discuss what's working and what's not with the Durham operations staff. This helps us evaluate our performance and is instrumental in helping us make changes to enhance our customer service system-wide. Past sessions have helped us determine what additional training we should provide for our general managers, and how frequently corporate staff should visit our local CSCs.

Communication with Constituents

Durham School Services has a number of other feedback mechanisms to ensure we are accessible and responsive to the needs of the administrators, students and parents we serve.

Some examples include:

- ☐ General managers regularly attend local parent and teachers association meetings.
- ☐ Staff will hold safety presentations for parent groups to include question-and-answer sessions.
- ☐ Parents are encouraged to call the local CSC with any questions or concerns.



Complaint Resolution

At Durham School Services, we take each complaint seriously. Because safety is our number one priority, any complaint made regarding a driver's performance is handled immediately. All concerns are documented in a daily log and then forwarded to the safety and training supervisor as well as the operations supervisor. Our local team works together with the district to determine if the

allegation can be substantiated through witness interviews, field observations, driving evaluations, and clarification of district policy or procedure. Appropriate corrective action will take place, that may include retraining or in a worst-case scenario, termination.

In the event the parent or administrator does not feel that their complaint has received the proper level of attention, a senior executive will help facilitate resolution. Our goal is to work in partnership with our customers, while keeping in mind adherence to legal and safety practices.

Feedback Management System

As part of our commitment to excellence, we have developed a cloud-based feedback management system called BusReport* that will be used to manage suggestions and complaints, both internally and externally, in a structured fashion. Internally, this system will replace daily logs by tracking everything in BusReport. Externally, we will accept feedback from the public at 1-833-BUSREPORT or www.busreport.com, through a customer portal where our customers can enter more detailed feedback using their own login credentials.

All feedback received through this system will be funneled directly to our local customer service center, where the general manager will assign responsibility to research and resolve issues. Prior to final resolution, our general managers will have seen and approved the research and subsequent conclusion. To ensure issues are addressed in a timely manner, email reminders alert our team members when something is due. If they do not resolve issues in a timely manner, cases are forwarded to our regional support staffs. After cases have been completed, team dashboards allow our CSCs to view possible trends.

Additionally, the general public and our customers will receive automatic email updates which will give them a confirmation of feedback entry, a case number and updates when a case has been closed. Our customers will also be able to view the major steps of each case as it pertains to track the progress of issue resolution.

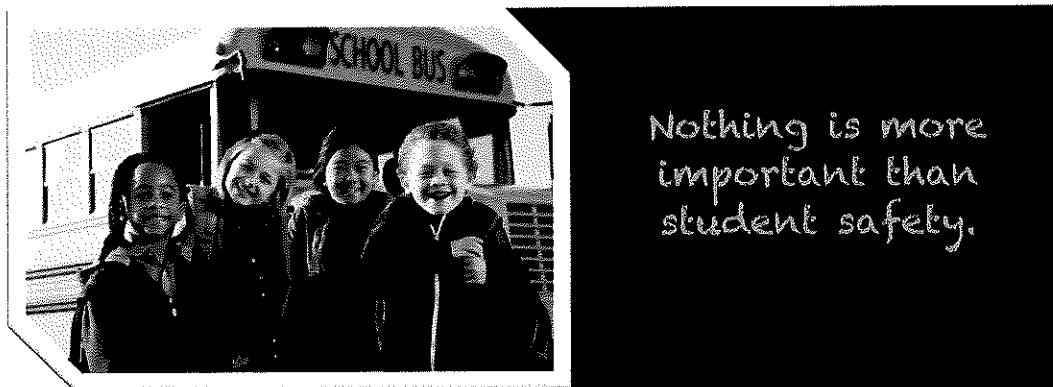
Through BusReport, our organization can benefit from the feedback received and help us to continually improve to ensure we provide the safest transportation possible.

BUSREPORT

Our Safety Culture

There is nothing more important to us than safety, one of our core values. Our safety statistics are the result of a rigorous safety culture. Through effective employee screening, continuous training, the use of prevention tools and communicating daily safety messages to our employees, we continually strive to improve our safety performance.

An effective safety program must encompass all aspects of transportation, including operations, training, maintenance, and administration, while remaining focused on people, students, employees and the public. Our number one responsibility is to protect against harm and to give our customers the confidence that we will provide safe and reliable service every day. Our combined safety and training programs are the tools and resources we use to provide continual safe and efficient operations.



Our safety program components are as follows:

- ☐ Employee screening
 - Drug and alcohol testing
 - Physical
 - Background check
 - Fingerprinting (as required by state)
 - Motor vehicle report
- ☐ Employee safety inventory (ESI) assessment
- ☐ Tools and technology
 - Electronic child check
 - Global positioning satellite (GPS)
 - Electronic vehicle inspections
 - Interior systems
 - Student tracking

- ☐ Training
 - Onboarding
 - Ongoing driver, monitor and technician training
- ☐ **Driving Out Harm** 12-step program
- ☐ OSHA compliance
- ☐ Self-audits
- ☐ National affiliations
- ☐ Emergency evacuations

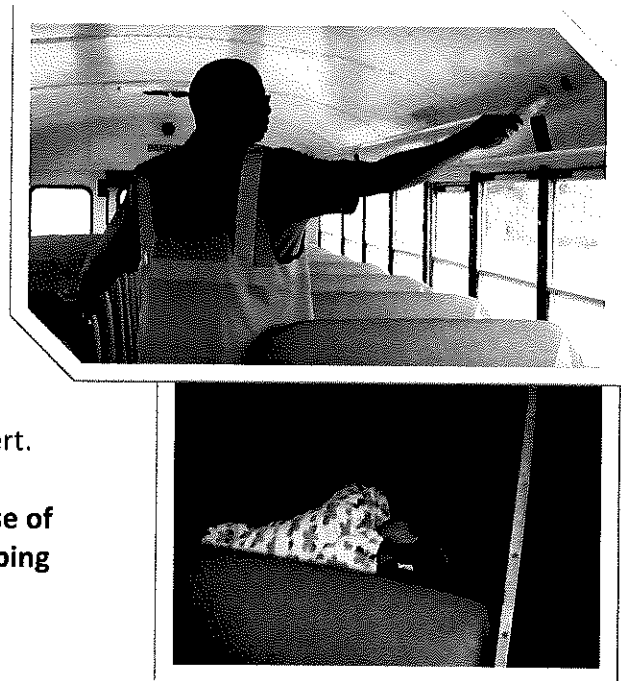
OUR PREVENTION TOOLS AND TRAINING

We use prevention tools, strategy technology, and extensive training on accident and incident prevention to help develop the right employee behaviors.

Electronic Child Check

Drivers and bus monitors must complete a thorough check for sleeping children on the bus at the end of each route and prior to leaving the bus at any time. Each driver and monitor must sign a pledge committing to this responsibility. Failure to comply with this policy will lead to disciplinary action; if a child is left unattended, the driver and bus monitor (if present) will be terminated.

To ensure compliance with this policy, our buses are equipped with Child Check-Mate, an electronic child check system from Zonar® that includes an RFID tag in three locations inside the bus to certify that drivers conduct mandatory child checks at the end of each route. If the check is not completed, the lights and horn on the bus are activated as an alert.



Our child check policy and the use of Zonar® helped discover 222 sleeping children last school year.

GPS

GPS technology provides real time tracking of bus location, direction, and speed. It captures any travel variances from the planned route to actual, while storing the data for review. In addition, GPS systems track idling and provide reports

such as on time performance and excessive speed. With near real-time information readily available, we are able to locate buses, re-route or guide around road conditions, and provide solutions to other issues that may arise.

EVIR System

By law, each driver must complete a safety inspection, or daily pre-trip, before leaving the yard. Using our electronic vehicle inspection report (EVIR) system, drivers are required to inspect the 13 check zones for any deficiencies the bus may have. The EVIR system records the inspection results and transmits the information to the maintenance shop for appropriate action.

Cameras

Camera systems (where provided) allow us to protect students and communities by keeping an eye on student behavior, driver behavior and the immediate surrounding public. Our interior camera systems include one to four cameras with digital video and audio recording (varies based on state laws). Exterior cameras may be used in conjunction with local law enforcement, where allowed, to catch drivers that illegally pass a bus during loading and unloading.

Prevention Training

LLC Defensive Driving™

The LLC (Look ahead, Look around, Leave room, Communicate) defensive driving principles are tools drivers learn to avoid accidents and to be prepared for various traffic situations. These principles help to maintain a safe amount of room around the vehicle, improve visibility and provide extra time to make decisions while driving.

Student Management Training and Bus Safety Training

Some of the most important aspects of our training program are student behavior management and student safety training.

For the safety of all passengers and any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm. We offer safety training for students including the bus' "Danger Zone," emergency evacuations and safe riding procedures.



Please refer to our employee training section of our **Hiring, Training and Retention** tab for further details on our bus safety and student discipline principles.

OUR COMPANY'S DRIVING OUT HARM PROGRAM

Driving Out Harm is our principal safety program. It aims to educate all employees on how important it is to drive out all risks of harm to our customers, employees and others affected by our business. We are all leaders in safety at Durham and have personal responsibility for safety in the workforce and safety on the roads. Through our **12 Global Standards**, we identify all national and local requirements, appropriate levels of management and supervision, and expect all levels of personnel to manage our health and safety policies. We feel confident that our program is a significant distinction from all other school bus providers and is an ideal fit for your district's expectations.











1

Competence and Fitness of Bus Drivers

We believe the most important risk control is the competence of our drivers.

Our minimum standards include:






-  Driver selection and recruitment qualifications
-  Core skills training
-  Competence assessment
-  Physical capabilities and drug and alcohol testing
-  Refresher training
-  Monitoring
-  Defensive driving
-  Pre- and post-trip inspections and recordkeeping

2

Competence and Fitness of Maintenance Staff

Our maintenance personnel also play a critical role in the safety of our operations.

Our minimum standards include:






-  Selection and recruitment for high performing maintenance personnel
-  Maintaining work competence through training and management
-  Maintaining physical fitness to safely perform the job
-  Identifying activities which have potential to affect safety
-  Recordkeeping

3

Competence and Fitness of Other Staff Personnel

All managers and supervisors have a role in leading safety, as well as a personal responsibility to act and work safely.

Minimum requirements for management and other supervisor personnel include:


-  Hiring and placement
-  Training
-  Competence management
-  Physical fitness to perform minimum duties
-  Recordkeeping

DRIVING OUT HARM: EMPLOYEE'S GOLDEN RULES


We believe each staff member is a leader in safety regardless of title. Managers are responsible for reminding staff of the rules that have the most important impact on risk control associated with their roles in company and personal safety.

Separate rules have been assigned to drivers, maintenance staff and operations staff. Each employee is given a pledge card of their Golden Rules.

This program:

-  Aims to ensure that **safety is always front of mind** so that we achieve a safety record which is **best in class** among transport

operators.

-  Our aim is to **drive out all risks of harm** to our customers, our colleagues and others affected by our business.

4

Drugs and Alcohol

Our drug and alcohol standard requires screening personnel in safety sensitive positions up to, and including senior management. Every employee is tested prior to employment, following incidents or accidents, and we also conduct DOT random drug screens.

5

Safety of Vehicles – Buses

Maintenance and procurement personnel are responsible for all vehicle specification standards and safety requirements. Maintenance policies require compliance with all manufacturers' specifications and other federal, state or local standards. Safety requirements also include route risk or emergency procedures associated with any danger that may cause harm to students, drivers and monitors, and any member of the public with who we may be in contact.




MAINTENANCE OEM STANDARDS

We use well-known, qualified original equipment manufacturer ("OEM") vendors whose industry standards surpass many federal, state and local regulations. We work with OEM vendors such as Bridgestone, Goodyear, Interstate Battery and ArvinMeritor for our parts inventory, ensuring that we use the very best equipment for our vehicles.




EMERGENCY ACTION PLAN AND INCLEMENT WEATHER

The emergency action plan is designed to ensure employee safety from security threats, fires, natural disasters and other emergencies. Our safety response guide is used as a reference for local management to address these types of emergencies. Each location is responsible for completing an emergency action plan training guide to address situations specific to their location.

Examples of location plans may include:

-  Fire
-  Bloodborne pathogens
-  Mechanical breakdowns









6

-  Bomb threats
-  Crime in progress
-  Inclement weather

Safety of Premises (Workplace)







Our employees, visitors and contractors have the right to work in a safe and well-managed environment. All potential hazards must be identified, recorded and risk controls implemented to eliminate or reduce risk.

We require monthly facility inspections and risk assessments are made for:

-  Design layout and modifications to premises
-  Fire safety equipment
-  Exit routes
-  Working at heights
-  Slips, trips and falls
-  Fuel storage and other hazardous materials
-  Personal protective equipment (PPE)
-  Safety inspections

DESIGN, LAYOUT AND MODIFICATION OF PREMISES

The following risks must be assessed, recorded and inspected for our premises.

-  Pedestrians and vehicles must be segregated using designated walking routes. This includes the use of one-way systems, minimizing reversing moves, and design of parking arrangements such that people and vehicles are segregated where possible.
-  Operational areas must be visibly designated with signs.
-  Walkways must be marked and used within all operational areas and kept clear of tripping or slipping hazards.
-  Maintenance areas must be clearly designated with signs.
-  All low ceilings, beams and objects must be visibly marked.
-  Fire exits must be clearly marked, safe and hazard free exit routes must exist, and fire safety equipment must be located in a suitable place.

TOOL AND EQUIPMENT MAINTENANCE

Defective tools can cause injuries. It is vital that workers properly use the tools and equipment, and that the tools and equipment are properly inspected, maintained, not altered or modified in any way, and kept in good repair. To ensure safe use of hand tools, our employees are trained to never use a defective tool, to inspect all tools prior to use, and to ensure defective tools are repaired or discarded. Air, gasoline or electric power tools require skill and the operators' complete attention, even when they are in good condition.

STORAGE AND HANDLING OF HAZARDOUS SUBSTANCES

- ☐ Risks associated with the storage and handling of all hazardous substances must be carefully controlled. This applies to all of our premises – maintenance shops, parking lots and office buildings. The control of such substances is subject to federal and state regulations; compliance is mandatory. Hazardous substances can be solids, liquids, gases, fumes or dust that can cause harm to people; including substances that are flammable, explosive, corrosive, toxic or that can otherwise cause ill health or harm.






Examples of hazardous substances we monitor are:

- ☐ Fuel (diesel, petrol, LPG)
- ☐ Acetylene cylinders
- ☐ Oil and other lubricants
- ☐ Glues, inks and detergents
- ☐ Cleaning products (bleach, toilet cleaner and polishes)
- ☐ Dirty water (e.g., in pits and drains)
- ☐ Paints and varnishes
- ☐ Fumes from engines
- ☐ Fumes from welding
- ☐ Dust from cutting

The following procedure for storage and use of hazardous substances must be followed: identify hazardous substances, identify the tasks that use these substances and how employees might be exposed to hazards from them, reduce potential exposure, and check and maintain hazardous substances.

HAZARD COMMUNICATION PROGRAM (HAZCOM)

Our hazard communication program complies with OSHA's five key elements:

-  **Hazardous material inventory** – Maintaining a list of all hazardous materials on hand.
-  **Safety data sheets (SDS)** – SDS collected and maintained for all hazardous substances used or stored at the facility.
-  **Labeling** – Labeling hazardous materials in order to identify the material and warn of its potential hazard to employees.
-  **Training** – Training employees to identify and work safely with hazardous materials.
-  **Written program** – A written program developed encompassing all of the items noted above.

7

Risk Assessment

Risk assessments are an essential part of how we manage safety in all of our activities; it allows us to understand the potential for harm arising from these activities and to plan and implement effective controls to minimize harm to all employees, passengers and members of the public.

ROUTE RISK ASSESSMENT

Route risk assessments are designed to identify locations on the route where particular hazards exist, or specific times where hazards may be more likely to arise. The risks identified on this assessment are used to implement risk reduction controls.

8

Personal Protective Equipment (PPE)

All employees are required to be equipped with PPE, including eye protection, ear plugs, protective clothing and high visibility vests to be worn in assigned areas (designated by posted signs).

HIGH VISIBILITY APPAREL

High risk locations such as parking areas and maintenance shops have the potential to become hazardous. Risk levels increase in times of limited daylight and adverse weather. We require the use of high visibility clothing in an effort to protect our employees and visitors.

9

Accident and Incident Investigation

Reporting of accidents and incidents and an effective investigation process are vital to determine the causes and to identify controls to prevent recurrence. We are staffed with professionals who conduct investigations, reporting, data analysis and recordkeeping.

ACCIDENT AND INCIDENT REPORTING






Timely and accurate reporting of all accidents and incidents is critical. Reports contain structured and completed information for each accident to allow comparisons, metrics and identification of trends during the review process. Compliance with relevant legal requirements for accident and incident reporting to external bodies, e.g., regulators, insurers, etc. is mandatory.

ACCIDENT AND INCIDENT INVESTIGATION

Our effective accident or incident investigations follow a defined process and are led by our experienced safety and legal/risk management team. If a major accident or incident occurs, we comply with statutory regulations that require a formal investigation.

ALLOCATION OF ACCIDENT INVESTIGATION RESOURCES

The legal/risk management department will direct whether the following resources will be dispatched for investigation, depending on federal, state and local regulations in conjunction with our own accident investigation level procedures.

-  Senior management may go to the scene to provide moral support to staff and customers.
-  The local area director of safety may be present to review the employee file, oversee the local investigation and determine if safety guidelines were followed.
-  The maintenance department may review records on the vehicle to determine if the vehicle was in good mechanical condition.
-  Legal counsel may be consulted.
-  Claim vendors may be notified to dispatch adjusters, engineers, or contractors to the scene to assess damage.

REVIEW OF INVESTIGATION REPORT

Each investigation report must be reviewed by a local supervisor at the customer service center who has not been involved in conducting the investigation. This review process includes checking recommendations are made, dealing with the underlying causes of the accident, following the requirements outlined above, and production of action plans outlining the execution of the recommendations including timescales for execution and resource allocation.

ACCIDENT LOG AND INCIDENT METRICS

- ❏ A thorough process for implementing recommendations is critical to help prevent reoccurrences. Once the accident or incident has been reported and investigated, recommendations are made and recorded on the safety action log used to track actions to address the recommendations. Incident metrics provide a means of detecting trends or hazards which may otherwise go unnoticed. Reviewing these metrics helps us to address safety issues and to develop more precise risk assessments and appropriate controls.

10

Incident Response and Management

We understand that an effective response to an incident is critical to the safety of all persons involved and to the prevention of further harm. Our incident management teams are prepared to control the situation and to immediately establish safe conditions, communication and support.

ACCIDENT RESPONSE AND PROCEDURES



















It is our goal to have a unified and consistent approach to accident response and procedures. Accident response procedures begin immediately with a report to dispatch to notify all appropriate parties according to the severity of the accident. In the case of minor or major injuries, or if children are on board, immediate notification to the authorities will occur.

Employees are also required to contact our crisis hotline as part of the reporting process so that we can troubleshoot any situation and ensure that the proper response plan is crafted and executed. In addition, each employee is trained to report the incident to our

insurance and claims administrator within 24 hours of occurrence. Sedgwick, our third party administrator, manages auto and general liability claims and workman's compensation, working closely with our legal/risk and safety departments to ensure that claims are effectively managed.

ACCIDENT PROCEDURES

Our bus drivers are trained in this procedure for accidents, never leaving the bus unattended.

-  Do not move the vehicle until directed to do so by the authorities
-  Contact dispatch with the following information:
-  Bus and route number
-  Location of accident
-  License of other vehicle (if applicable)
-  Whether students are on board, and if so, notify state and local police
-  Description of injuries and whether medical attention is required
-  Number of students on board
-  Whether or not emergency vehicles are needed
-  Gather the required information for the accident report card, including:
-  Name, address, and driver's license number of other drivers involved
-  Insurance company name and policy number
-  Name of investigating officer and agency
-  Distribute courtesy witness cards to any potential witnesses
-  Refer all insurance coverage questions to risk management
-  Assist law enforcement officials as necessary
-  At the return to the customer service center, give a complete report to the supervisor
-  In accordance with all local laws and company policy, the local manager/supervisor must arrange for the administration of a drug and alcohol test on the vehicle driver.

11

Safety Audit and Management Checks




All areas of our business are subject to safety auditing and management checks. Safety audits are completed by area directors of safety; results are then analyzed and recorded by our local teams and local safety committee.

SAFETY AUDITING

Our audits give us the assurance that standards for safety are delivered according to requirements, and that the requirements are effective and appropriate. Auditing provides a basis for updating our safety management requirements to reduce risks in our business. Where there are unsafe or potentially unsafe working practices or conditions, these checks provide an excellent means for taking immediate corrective action to reduce risk. Management checks are mandated at all levels, providing a key component of safety performance monitoring in all locations.

SCOPE AND APPLICATION OF REQUIREMENTS

Our standard establishes minimum requirements to be applied at our locations to ensure safety audits and management checks are undertaken in a consistent, rigorous, and effective manner. Audit and management checks in this standard cover activities carried out by our employees and our contractors, and include three tiers of audit:

-  **Management checks** – Regular checks carried out by management to ensure day-to-day activities are being conducted safely and in accordance with standards, policies, working instructions and procedures.
-  **Internal audits** – Conducted in each customer service center by functionally independent auditors, e.g., area director of safety to check compliance with implementation of standards and policies.
-  **External audits** – Commissioned to provide an independent review of the implementation and effectiveness of safety management policies. Audit reports are provided to us for review.












12

Safety Validation of Change

We recognize that changes to your district's transportation services may introduce or increase safety risks if not carefully managed. Managing risks associated with change involves determining the level of safety required, any change process that may need to be implemented and auditing for control.




OUR SAFETY COMMITTEE

Each company facility will have an established safety committee – typically six members including a member of the driver management staff, a maintenance supervisor and a minimum of four drivers. Members meet monthly and when needed to review accidents or injuries in a timely manner. Safety assessment and auditing discussions will be kept on file at the facility for review by the area director of safety and area management. The safety committee assesses and audits accidents and injuries by:

-  Detecting and eliminating unsafe conditions, practices, procedures and policies
-  Reviewing all motor vehicle accidents, determining cause and recommending prevention measures with the direction and assistance of SVP Safety and legal counsel if deemed necessary
-  Reviewing all employee work-related injuries or illnesses, determining cause and recommending prevention measures
-  Conducting regular safety inspections of the facility
-  Identifying physical hazards in the service area
-  Promoting safety awareness
-  Acting as role models through strict adherence to company safety policies and procedures
-  Assisting the local management staff with the facility safety communication program
-  Soliciting feedback and suggestions from employees and making recommendations to management on safety and training issues
-  Recommending safety incentive programs
-  Recognizing safety accomplishments

Safety Committee Training

The area director of safety assists with instruction. Training topics may include:

-  Determining accident/injury root cause
-  Safety incentive programs
-  Safety communication programs

- 🚌 Facility safety inspections
- 🚌 Hazard identification and correction
- 🚌 Safety policies and procedures
- 🚌 Group dynamics

OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (OSHA)

Per OSHA requirements, we provide our employees with a workplace free of recognized hazards that have the possibility of causing an injury. We are committed to providing a safe work environment and to complying with all governmental safety regulations. Our safety programs and efforts comply with the following OSHA requirements:

- 🚌 Provide well maintained tools and equipment, including personal protective equipment.
- 🚌 Provide training on hazardous communications, bloodborne pathogens, lock out tag out, accident investigation, safety committee development, etc.
- 🚌 Maintain proper documentation of training to ensure training is current and provided on a regular basis.
- 🚌 Conduct regular workplace safety inspections to identify potential hazards and to develop corresponding action plans to remedy any issues.
- 🚌 Report within eight hours to OSHA any accident that results in a fatality or within 24 hours the hospitalization of one or more employees.
- 🚌 Maintain an OSHA 300 log at each customer service center, updating as needed. Post the log in each customer service center according to required timelines.
- 🚌 Each customer service center will post the OSHA poster that informs employees of their rights and responsibilities, and ensure that employees are knowledgeable in communicating safety issues to local management so they can be corrected in a timely fashion.

In addition, our team of area safety directors and corporate safety staff analyze all injuries to develop safety programs in various areas including slip, trip, and fall prevention and safe body mechanics.

AREA AND CORPORATE SUPPORT

Certified Safety and Health Management (CSHM) Credentials

All of our area safety directors have or are in process of receiving the Certified Safety and Health Management (CSHM) certification, the only "safety management" designation that is fully accredited by the Council of Engineering

and Scientific Specialty Board. The CSHM certification is by the Institute for Safety and Health Management (ISHM), founded by the National Safety Management Society as the credentialing organization to establish professional standards.

Employee and Management's Shared Safety Responsibility

Our employees have the responsibility to ensure their environment is safe for themselves and for the safety of the children they transport; we take injury prevention very seriously. We give a thorough training program for new employees along with ongoing training through monthly safety meetings. We maintain each employee's focus on safety through posters, daily safety messages and contests.

Cooperative Effort

We preserve and improve our safety record through a cooperative effort between supervisors and employees, and between colleagues at all levels to contribute to safe working conditions and accident-free performance. Our area safety directors and corporate safety staff meet monthly to review trends, discuss initiatives, and provide training and share ideas and best practices between customer service centers throughout the organization.

Our safety professionals provide support for each customer service center in the following areas:

- ☐ Training and developing managers and supervisors
- ☐ Promoting safety and developing company programs
- ☐ Conducting a bi-annual safety audit
- ☐ Improving loss prevention by minimizing risk



Safety is one of our
five core values and
everyone who works for
us will know what is
expected of them.

We routinely hold company-wide safety conferences. This event allows our general managers to interact with area and corporate support staff and to set safety expectations for the following school year. Breakout sessions are held to provide guidance on safety initiatives and reporting requirements.

Safety meetings provide important information such as reviews of accidents, outlining steps to prevent future accidents of the same type, recognition of safe drivers, suggestions for promoting safety and identification of potential safety hazards. Attendance is mandatory; attendance at a make-up session is required for any missed meetings. Unexcused absences may result in corrective action including termination.

Safety Inspections

Planned inspections assess implementation of safe arrangements on new or current premises by confirming that hazards have not changed, specified control measures are in place, there are no changes in the environment, which could adversely impact on risk and any unsafe acts.

Internal Inspections

We have developed a comprehensive inspection program requiring each customer service center to conduct a monthly internal inspection; results are documented on a facility safety inspection form and corrective action plans are developed to address deficiencies.

Risk and Safety Management Inspections

Safety inspections will be conducted monthly by location management and at biannually, by any member of safety management team. These inspections may also be conducted by outside consultants or business partner vendors with prior notification and authorization by risk and safety management. All safety inspections are in compliance with DOT, OSHA and state school bus regulations, along with our own policies at each operating location. In addition, we conduct an annual review of all school bus legislative requirements to ensure we meet all state laws, rules and regulations in each state of operations.

Executive Team Safety Tours








Members of our executive team visit customer service centers with the purpose of discussing safety initiatives and performance. These visits are informal, providing an opportunity for the local safety team to have an open dialogue with our executive team members about safety at each of our locations.

Inspection Reports

Inspections are recorded on the facility safety inspection form, including date completed, name, location, and activities inspected. The location manager maintains records of inspection schedules, checklists, reports, and monitoring of corrective actions from the initial report to the final completion for audit purposes. Inspection records are kept on file for two years.

NATIONAL SAFETY DEPARTMENTS AND ADMINISTRATION PARTNERS AND ASSOCIATIONS

We continuously follow new safety initiatives, government safety training seminars, and national safety groups. Below are a few organizations with whom we are proud to be associated:

-  U.S. Department of Transportation
-  Federal Motor Carrier Safety Administration (FMCSA)
-  Occupational Safety and Health Administration (OSHA)
-  National Safety Council
-  National Association of Pupil Transportation (NAPT)
-  American School Bus Council (ASBC)
-  National Student Transportation Association (NSTA)

EMERGENCY EVACUATION PERFORMANCE

When emergency circumstances arise in our communities, we are fully prepared to engage in the evacuation procedures. Our emergency action plan and safety response guides were developed to train our employees on how to prepare, react and assess post emergency situations. The following are some examples of how our managers and drivers used their training and knowledge to lend support in a real life crisis.

Hostage Training

West Bloomfield police lieutenant Mike Turner was shocked when he saw the news story about an Alabama bus driver who was shot and killed while attempting to stop a man from taking a student-passenger hostage. Distraught and concerned this same situation could occur in his small Michigan community, Turner contacted our West Bloomfield CSC with an idea to raise community awareness in relation to the Alabama incident. Turner realized neither the special response team (SRT) nor the students in West Bloomfield had ever simulated hostage situations on an actual school bus and asked for help with coordinating such an exercise.

On the day of the training exercise, three Durham drivers, posing as passengers and a bus driver, helped simulate a hostage situation as an “armed perpetrator” on the school bus “forcefully” took students hostage. With Durham employees, students and school staff watching in awe, the SRT demonstrated how quickly they can access the bus, rescue the hostages and take the perpetrator into custody. To make the simulation as realistic as possible, the SRT used a flash-bang, broke windows of the bus and pried the service door open. After the demonstration, officers answered questions from simulation participants and onlookers. This training exercise was so successful Durham and West Bloomfield police have begun discussing the possibility of making this an annual event.

Active Shooter Event Response

Shortly after receiving a phone call about police activity going on near the San Bernardino CSC, Durham School Services learned of an active shooter situation near the county building in close proximity to the facility.

A member of management contacted the California highway patrol (CHP) for an update at which time Durham advised all units on route and those coming back to the yard from their midday run to avoid the area and proceed to a park a few miles from the location. Management, in following our emergency action plan took steps to secure the CSC and satellite location a few miles away and advised all employees to stay away from windows and doors.

Police and school district personnel contacted Durham requesting assistance to help evacuate people from the county building. Four drivers volunteered and were escorted by police, including officers in the buses during the evacuation process. Durham School Services was in direct contact with CHP, the local police department and the San Bernardino district office throughout the crisis event, ensuring drivers, students and evacuees were safe.

Staffing and Management Personnel

LOCAL SUPPORT STAFF

Durham School Services will provide management and support personnel who are thoroughly trained and experienced in operating a transportation program that accommodates the size of your district. We will implement a staffing plan directly supported by our regional and corporate headquarters' employees to manage your operations.

We have developed a strong caring family culture which has transferred to tremendous loyalty in all of our employees. This service culture has translated into enduring partnerships with employees, vendors, school districts and most importantly the community of administrators, parents and children that are served on a daily basis.



General Manager

The general manager (GM) role is responsible for the overall operations and performance of the customer service center (CSC) and establishes CSC performance goals that are aligned with our company's performance objectives. This leadership role focuses on continuous improvement in the areas of operations, finance, safety and operating systems. The priority of the GM is to ensure the effective delivery of service and maintaining and enhancing customer relationships.

Operations Supervisor

The operations supervisor role is responsible for delivering, assessing and overseeing continued student transportation operations including ensuring the delivery of excellent student transportation services while maintaining high customer satisfaction. This position directly oversees more than one of the following daily operations at the CSC: driver workforce, routing and dispatch, overall vehicle activities, customer service and overall CSC operational productivity.

Safety and Training Supervisor

The safety and training supervisor role identifies key safety issues affecting the safety of passengers and employees and takes corrective action to resolve these concerns. This role also supports the recruitment and selection of qualified school bus drivers and provides ongoing training according to company established guidelines and legal requirements. The leadership role also manages, plans, develops, schedules, delivers and improves bus transportation training programs. Overall, this position ensures a commitment to safety through effective leadership, role modeling and implementing practices that demonstrate safety is a core value and priority in all aspects of work.

Lead Technician

The lead technician role performs and/or leads the more advanced journeyman technician work including technical, diagnostic, and maintenance work ensuring operational readiness and coordinates maintenance activities with other operations units (e.g. route logistics, driver care etc.).

Technician I

The technician I role is an expert-level diesel and gas position which is responsible for repairs to all aspects of vehicles including preventative maintenance inspections and repairs, air and hydraulic brake repairs, tire repairs, warranty procedures, driveline, steering and suspension, electrical troubleshooting, AC, refrigeration, overheads, overhauls and rebuilds of engines and transmissions.

Bus Drivers

The bus driver role transports students to and from school, following a preplanned route according to a definite time schedule. The key focus of this role is to safely operate buses in compliance with traffic regulations and ensure the safety of school children in loading, unloading and transporting them to and from school.

REGIONAL AND CORPORATE SUPPORT STAFFS

Our regional and corporate support staffs work closely with each customer service center by monitoring customer satisfaction, operational trends, safety statistics, and employee relations, and by supporting community involvement. We pride ourselves on our outstanding client relationships through our open discussions, involvement with district board meetings, and regular visits for feedback and/or auditing procedures. Our regional and corporate support staffs will be available to your district along with the proposed onsite local team.

Please review the following bios of our regional and corporate teams ready to be part of your district's team.

REGIONAL

Carey Paster

Senior VP and Chief Operating Officer, Eastern US

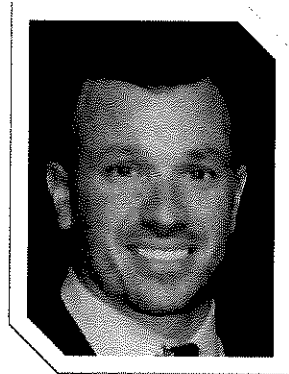
Carey Paster is senior vice president and chief operating officer of the Eastern United States for National Express, and previously held the role of vice president of mergers and acquisitions since 2011. Prior to joining National Express, he has held the roles of CEO and president of sales, marketing, and commercial with First Group, and CEO and president of First Student. Overall, Carey has been involved in the transportation industry for over 43 years. Carey holds an M.B.A. from Northeastern University and a bachelor's degree in business administration from University of Massachusetts in Amherst.

Stephen Schmuck

Senior Vice President of Operations, East Area



Stephen Schmuck has over 25 years of experience in the student transportation industry. A 2015 Golden Merit Award recipient recognized for excellence in the industry in service, safety and community responsibility. His knowledge, training and education have been instrumental to his advancement within Durham as he transitioned from maintenance to operations. As region manager for Durham's northeast area, he oversees the transportation needs of the customers throughout Massachusetts ensuring there are a sufficient number of qualified drivers and buses as well as optimal routes to serve the customers.

R.J. Castagno**Region Manager – Massachusetts and New Hampshire**

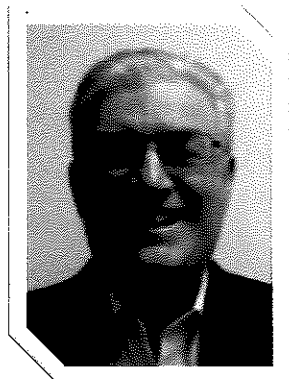
RJ Castagno began his career with Durham in 2017 and is the Area GM overseeing all of our Massachusetts CSC's. He previously held General Manager, Regional Manager and Director of transportation positions during his 22 years of experience in the Logistics / transportation business.

Robb Bauman**Area Maintenance Director, East Area**

Robb Bauman began his career with Durham School Services in 2000 and has served as a general manager, area manager, region manager and most recently region maintenance manager covering Florida, Louisiana and Mississippi. He has over 22 years of hands-on experience in student transportation, strengths in leadership and a record of high performance standards. Robb grew up in his family's school bus business and stays involved in the community. He donated transportation for a group of students to attend a presentation of Spirit America, a military program. He also arranged busing for workers on the set of the "Extreme Makeover: Home Edition" television show, helping a family in need of a new residence. In his 14 years with Durham, Robb has consistently demonstrated his knowledge of the industry and dedication to the community. He received the National School Transportation Association's (NSTA) prestigious Golden Merit Award in 2012 for his valuable contributions to the school bus industry. Robb received his B.S. in business management from Clarion University of Pennsylvania.

Bob Kociolek

Area Safety Director, East Area

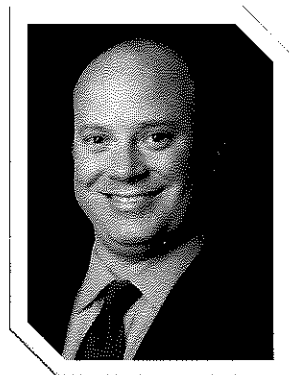


Bob Kociolek began his career with Durham School Services in August 2015. As the area safety director, he oversees our CSCs in the mid-atlantic region. He previously held a human resources director, safety manager and project management roles for UPS, Pinnacle Wireless and CTDI. He is the chair person for the Urban League of Hudson County and had been involved with the Boy scouts of America as a scout master for 13 years. Bob received his master's degree in human resources from the Keller Graduate School of Management and his bachelor's degree in business from the New Jersey City University.

CORPORATE

Gary Waits

Chief Executive Officer, Student Transportation



Gary Waits brings nearly 20 years of experience in the transportation industry and has held many leadership positions within multiple transportation organizations. He joined National Express in 2010 and previously was the divisional CEO of National Express Transit Corporation, COO of our East area of operations, and most recently CFO and treasurer. Prior to joining our team, Gary was the chief financial officer for First Student and then the vice president of finance for North America for First Group.

Hiring, Training and Retention

Employee Hiring







OUR STAFFING PHILOSOPHY AND WORK CULTURE

Durham School Services is not just another bus company. We differentiate ourselves by providing the best service to our customers while providing the best opportunities to our employees. Our approach is to treat both customers and employees as partners where we work to deliver on long-term commitments around goals, priorities and standards.



Through effective employee screening, continuous training, the use of prevention tools and communicating daily safety messages to our employees, we continually strive to improve our safety performance.

We know our employees are the key to our success, so we give them every opportunity to develop and leverage their strengths. We provide employees with the following:

-  Climate of trust and respect
-  Commitment to safety through employee screening, training, technology and corporate support
-  Open door policy
-  Professional job-related training
-  Competitive wages and benefits
-  Career growth path

You can tell the difference if you visit a Durham School Services customer service center. You will see how employees interact with one another, depend on each other as a team and respect the experience each has to offer. This dedication can be seen in the way our drivers dedicate time to children, to the community and to the special needs children they serve. Thousands of former school district employees, who now work for us, enjoy our special focus on serving our children and the community. You will see attention to detail in every aspect of the job, from drivers who check the buses over just once more before beginning their routes to dispatchers who must make route adjustments at a moment's notice.

School Bus Transportation

NEW HIRE AND FULL-TIME POSITIONS

Applicants who are interested in our full-time opportunities will complete an application and submit a resume that will be reviewed by the appropriate supervisor and recruiting team. Additional steps will include a behavioral-based interview and conditional offer of employment and completion of necessary background checks per company policy and state requirements. New hires are then placed into appropriate training and orientation sessions.

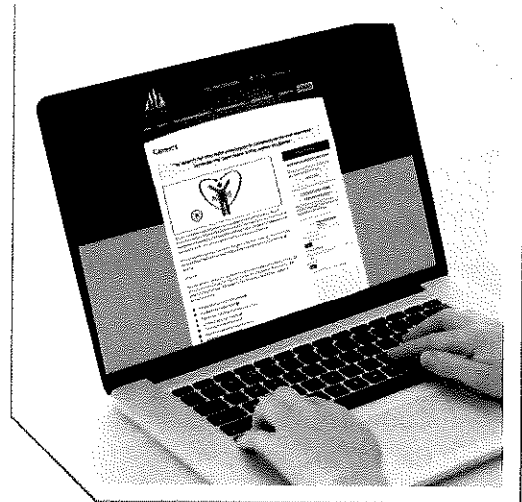
All screening and assessments comply with federal, state and local regulations.

RECRUITMENT



Driver Selection and Performance Criteria

We have expert driver recruiters to staff our operations at or above required levels at all times. Our recruiting professionals' research market driven salaries from local and surrounding communities, including salaries from other industries which may compete for front line employees and uses this key information to ensure our salaries remain competitive in the market.

To ensure we are always properly staffed, all locations have access to our comprehensive online recruiting toolkit named **ADORE** (Atttract, Decide, Onboard, Retain and Engage). This toolkit includes templates, plans, videos, marketing materials and best practice samples of how to effectively recruit **our most important resource – our Drivers.**



Our corporate recruitment team will partner with local operations staff to develop a comprehensive staffing campaign, including appropriate print and online advertising, promotions with local vendors, and various other techniques customized for your community. Working closely with the local management team, we use a variety of recruitment techniques to attract employees from your local area:

-  Community-based organizations including PTAs, churches, government agencies and local chamber of commerce groups
-  Print and radio advertising in local media

Hiring, Training and Retention

- ❑ Advertisements at retail locations, community centers, retirement residences and veteran groups
- ❑ Onsite advertisements at local customer service centers
- ❑ Unemployment offices and various job training programs
- ❑ Direct mail to area households

DRIVER SELECTION

In support of our commitment to safety, we meet or exceed all required federal and state mandates for school bus transportation. The depth of our practice for checking employee criminal backgrounds, motor vehicle records and work history sets us apart from our competitors, both in the work environment we create and in the service we provide.

HIRING REQUIREMENTS AND POLICIES

We use an Applicant Tracking System (ATS) to hire all driver, monitor, maintenance and staff employees. Taleo allows us to drive a consistent hiring process that complies with all employment legislation. This ATS also allows us to evaluate our hiring effectiveness and provides us with key metrics to ensure we continually improve our overall recruiting efforts.

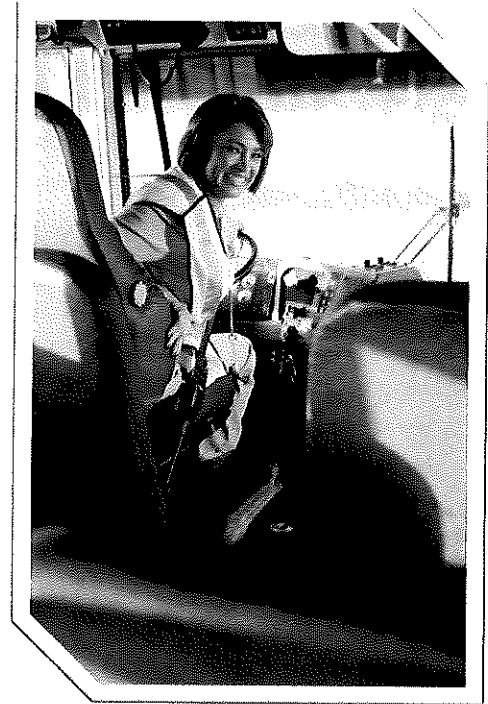
Each new candidate must go through our pre-employment qualification screening. We have high expectations for our employees and look for the best to serve your district. We use a third party vendor, HireRight, an industry-leading, hiring process management and compliance company, to ensure the background checks, drug testing, DOT checks, physicals, driving records and other mandated background information is thoroughly screened for the most qualified candidates.

Driver Qualifications

The following are qualifications for employment as a driver with our company:

- ❑ At least 21 years old and have had a valid driver's license for at least three years
- ❑ Complete an employment application, including acceptable employment references
- ❑ Participate and successfully complete a structured, behavioral-based interview
- ❑ Score acceptably on the employee safety inventory (ESI)
- ❑ Possess an acceptable motor vehicle report (MVR) (driving record abstract)
- ❑ Submit to and pass a background check with no criminal convictions for sex, drug, violent offenses or felonies

- ☐ Complete a physical examination
- ☐ Pass any additional state or locally required driver qualification checks (fingerprinting, child check registries, etc.)
- ☐ Successfully complete our company's driver training program
- ☐ Satisfactorily pass a behind-the-wheel evaluation by designated evaluators
- ☐ Secure a commercial driver's license with passenger endorsement
- ☐ Be properly licensed to operate a school bus in the state of employment



Bus Monitor Qualifications

The following are qualifications for employment as a bus monitor with us:

- ☐ At least 18 years old
- ☐ Complete an employment application, including acceptable employment references
- ☐ Pass a pre-employment drug test and physical examination
- ☐ Complete our training program and obtain any applicable state training certifications
- ☐ Pass a criminal background check
- ☐ Satisfactorily demonstrate job competency through an in-bus evaluation by designated evaluators

Medical Assessments

As a condition of hire, we require applicants for driving positions and non-driving safety-sensitive positions, e.g., mechanics and bus assistants, to undergo medical examinations to ensure they are physically fit for the job for which they have applied. At a minimum, medical assessments are given:

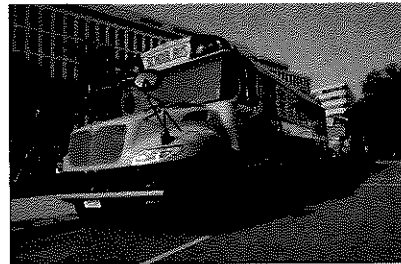
- ☐ At the driver and monitor selection stage
- ☐ Every two years for drivers
- ☐ Annually for drivers over the age of 65 where state and local laws allow frequency of medical assessments to be based on age

Hiring, Training and Retention

Motor Vehicle Record Check

We review each applicant's and employee's current motor vehicle report. At a minimum, applicants and employees in driving positions must meet the following standards for driving records:

- ☐ No driving while intoxicated or driving under the influence for at least 10 years
- ☐ No homicide, manslaughter or assault arising out of the operation of a motor vehicle
- ☐ No major violations within the past 36 months:
- ☐ Failure to stop at the scene of an accident (hit and run)
- ☐ Driving while license is suspended or revoked
- ☐ Possession of opened container of alcoholic beverages
- ☐ Reckless driving
- ☐ Speed contest, drag racing or attempting to elude an officer of the law
- ☐ Speeding ticket for driving more than 15 miles per hour or more over the posted limit



We meet or exceed
all required state
mandates for
school bus
transportation.

Annual Review of Driving Record

Driving records for each employee who drives a company vehicle must be obtained and reviewed annually. Driving records may be reviewed more frequently as required by state law or contract. As part of the review, the driving record is signed and dated by a supervisor and the employee.

Drug and Alcohol Testing Programs






Our drug and alcohol testing program has been created to protect our customers, the public, and our employees. It mandates discipline up to and including termination. This program is intended to comply with all applicable state and federal regulations governing workplace anti-drug and alcohol abuse programs in the transportation industry.

Our third party vendor, HireRight, has assigned a medical review officer to perform employee drug and alcohol testing mandated by the U.S. Department of Transportation (DOT) in 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs." Drugs are prohibited in the


School Bus Transportation

workplace by "The Drug-Free Workplace Act," located in 20 CFR Part 29. Accordingly, there are two specific drug and alcohol testing procedures outlined in our company's drug and alcohol prevention program; we include DOT procedures and company procedures. The DOT procedures apply to employees and job applicants in safety-sensitive job functions, including all drivers and other employees who may operate commercial motor vehicles or perform safety-sensitive functions.




Under the DOT procedures, testing will be conducted in the following instances:

-  Pre-employment
-  When a driver is involved in an accident that results in any of the following criteria:
 - Fatality
 - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident and our driver receives a moving violation citation within eight hours of the occurrence
 - One or more vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle, and our driver receives a moving violation citation within eight hours of the occurrence
-  Random testing. The DOT requires 50% of employees performing safety-sensitive functions to be tested for drugs; and 10% tested for alcohol annually; we exceed this requirement by randomly testing 55% of all employees performing safety-sensitive functions for both drugs and alcohol annually
-  Any time there is reasonable suspicion of use
-  When an employee performing a safety-sensitive function returns from a drug and/or alcohol treatment program, in which the employee would also be subject to follow-up testing

If circumstances do not warrant testing under DOT procedures, then the company's procedures will be used as the secondary standard. Under the company's procedures, testing will be conducted in the following instances unless otherwise prohibited by state law:

-  Post-accident, for any employee involved in the following:
 - Preventable street motor vehicle accident
 - Preventable third-party injury
 - Work-related injury or illness
 - Any time there is suspicion of drug or alcohol use

Hiring, Training and Retention

-  When a supervisor, manager or company official questions an employee's fitness-for-duty
-  When an employee returns to work after a leave of absence of 30 days or longer
-  When a safety-sensitive employee returns from a drug and/or alcohol treatment program, in which the employee would also be subject to follow-up testing

Background Check Policy

We obtain criminal background checks, which may include fingerprinting, to comply with applicable state and federal laws, as well as company policy and district standards. An applicant will not be denied employment based solely on the grounds of a conviction or guilty plea for a criminal offense. The type of offense, the date of the offense, and the relevance of the criminal conviction/guilty plea to the position applied for may be considered in the employment decision. Before any background check is run, we require each applicant to complete and sign a disclosure and authorization form to give permission to check their criminal and driving records. Prior to being disqualified from employment, the applicant must be given a pre-adverse action letter which provides instruction on how to view the information contained in the criminal and driving record check.

Education Verification (All Non-Driving Positions)

Education is verified before an offer of employment is extended. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is significant discrepancy in the major course of study or if the candidate did not complete the education component but reported it as being complete. Candidates are given the opportunity to provide records to prove attendance or completion.

Employment Verification (All Non-Driving Positions)

Prior employment is verified before an offer of employment is extended. Verification is limited to the preceding three years of employment or three previous employers. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is a significant discrepancy in the title or responsibility documented.

Employee Safety Inventory (ESI) Assessment

In addition, each driver applicant must successfully complete our employee safety inventory (ESI), an assessment tool that measures the employee's attitude towards safety. Drivers who possess the proper attitudes toward safety and

School Bus Transportation










accident prevention will be less likely to engage in unsafe behaviors on the job. On-the-job accidents can result in lost work time, increased insurance rates, workers' compensation claims, disability payments, civil suits and lowered employee morale.

Perhaps the most important selection criteria are the disposition and personality traits the candidate demonstrates during the interview process. We know people are the key to everything we do. We encourage our interviewers to ask themselves, "Would I feel comfortable letting this person drive my children?" If the answer is "no," the person is not hired. Simply put, when you hire great people and surround them with a positive culture, you deliver excellent service. If the structured interview does not indicate the person has the commitment and desire to work with young people, they will not be hired.



Hiring Disqualifications

An applicant may be disqualified based on the following criteria:

-  Unsatisfactory driving record or accident history
-  Convictions for sexual offenses of any nature (felony or misdemeanor)
-  Convictions for drug possession, use, trafficking or manufacturing
-  Convictions for assault or battery
-  A pattern of misdemeanor convictions
-  DUI within the past 10 years
-  Any felony conviction
-  Receives a "not recommended" result on the ESI assessment
-  Failure to meet age and legal work authorization requirements

An applicant is similarly rejected if he or she has a poor work history with previous employers or if he or she misrepresents information on the application. Failure to pass the physical or pre-employment drug screen is also grounds for rejection.

State Laws

Where a state law specifically prohibits a component of the criminal background checks policy, that state law will be followed.

Hiring, Training and Retention

NEW HIRE PAPERWORK

Every new applicant must complete new hire paperwork to be kept on file with our company. New hire paperwork complies with all federal, state and local mandates. New hire paperwork consists of, but is not limited to:

- ☐ New hire form
- ☐ Employee handbook acknowledgment
- ☐ Corporate confidentiality and privacy policy
- ☐ W-4 form
- ☐ Corporate personal appearance policy
- ☐ NELLC contact list
- ☐ Form I-9 employment eligibility
- ☐ Direct deposit
- ☐ Information security policy

Recordkeeping

Each location is required to keep employee records on file per federal, state and local mandates. Employee records are kept confidential, released only to persons designated and authorized to view, compliant with all laws and regulations, and consistent with our policies. Active employees have the right to review information in their employee file in the presence of a supervisor or manager.

LAW AND POLICY COMPLIANCE

Upon hire, each employee will be subjected to all federal and local laws, rules, regulations and requirements, as well as company policies and procedures outlined in our employee handbook. All employees are required to sign, acknowledge and conform to these rules.

Compliance with All Applicable Laws

We will comply with all federal, state and local laws applicable to providing student transportation services for the district. This includes maintaining the requisite licenses, permits, certifications, ratings or other requirements for operation of the business.

Employee Training Programs

Our employee training programs prepare our employees to deliver the safest and most reliable service in the student transportation industry. Each department has specific training that focuses on the needs of both external and





School Bus Transportation

internal customers. Each employee is expected to pass all required instructional materials and to meet or exceed qualifications as outlined by local, state and federal regulations. Our customer service centers receive unmatched support from a team of safety and training professionals consisting of both region and corporate resources.

We offer new hire and continual training courses designed for:

Our drivers are
the best trained in
the business.



-  Certified instructors
-  Drivers, monitors and dispatchers
-  Mechanics
-  Managers

New drivers must complete rigorous training courses that average 40-44 hours of classroom and behind-the-wheel training. Dispatchers and monitors are required to pass the driver training classroom curriculum, and if applicable, dispatchers will continue our behind-the-wheel training and CDL licensing for driver certification. Other training programs incorporate mandatory mechanic certification and also an incentive for ASE certification. We require all management personnel to attend our annual management training courses taught through our National Express University (NXU) program. Every employee is also required to participate in annual refresher training and to attend our safety meetings.

CERTIFIED INSTRUCTORS AND TRAIN-THE-TRAINER PROGRAM

We go to great lengths to ensure our own trainers are certified and skilled to train. Area safety directors and driver trainers must complete a four-day S.T.A.R. (Safety Training



Hiring, Training and Retention

Alleviates Risk) academy driver training course. Through this certification program, participants receive comprehensive training in adult learning styles, facilitation techniques, how to teach using STAR classroom and behind-the-wheel curriculum. To ensure application of learning, the participants take part in demonstrating newly acquired or enhanced skills in simulation activities in the classroom and with practicing key driving skills in a closed course. Each customer service center is equipped with the proper certified trainers who have passed this extensive train-the-trainer course. Once certified the trainers are required to participate in recertification every three years. This ensures their skills are up-to-date with the latest in instructional techniques and offers continued one-on-one development of their competencies in training.

DRIVER, MONITOR AND DISPATCHER TRAINING PROGRAM

We understand the key to providing safe transportation is to provide great employees. The right attitude, the best training, and most of all, possessing the highest standard of care for the students are critical success factors of our training. Our safety training program, S.T.A.R., has been developed specifically



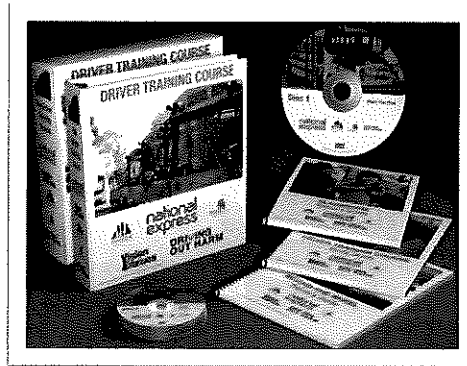
for us to ensure our customers are provided with the best skilled drivers and monitors. This program emphasizes current safety prevention tactics, proper bus inspections, student management and the extra attention our special needs riders deserve. Monitors are required to participate in the classroom training program with emphasis on

safety basics, intersection, danger zones and student management. Since many dispatchers began as drivers, those who retain their CDL license are also required to participate in all driver classroom and behind-the-wheel curricula.

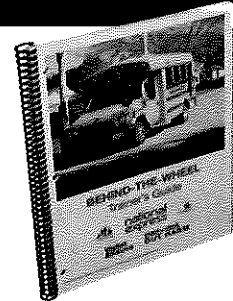
Classroom Training

Our classroom training is 20-30 hours of in-depth material to prepare our drivers and monitors for the safest driving practices. The delivery of the curriculum incorporates various instructional methods. We use lecture, digital video device courses, classroom discussions, simulations and assessments to assist with the understanding, retention and application of the training content.

School Bus Transportation



We have more than 16 training modules covering all aspects of driver training.



Behind-the-Wheel Training

Our behind-the-wheel training course gives each driver the opportunity to apply classroom principles to real-life situations in a controlled environment. Since we operate several different types of buses, every driver must be familiar with the bus type and the location of all controls and gauges on the bus he or she will be operating. Drivers must also know where, emergency equipment and emergency exits are located on the bus and how to operate the devices. In addition, the driver must know seat belt operations, seat adjustments, lifts and tie-downs, types and locations of mirrors, and other specifics such as vandaloock, glow plugs and choke.

Behind-the-wheel training ranges from 20-22 hours. Immediate feedback is provided to compliment or improve the driver's skills during this time.

LLC Defensive Driving™

LLC driving principles educate drivers on how to avoid accidents and to always be prepared for any traffic situation. These principles consist of:

Look Ahead

Drivers are trained to look 15 seconds ahead of where the bus is at any given point in time. By always using the **Look Ahead** principle, drivers can identify potential hazards early enough to react and safely make adjustments.

Look Around

Drivers must take in the entire scene when driving. Drivers are taught to **Look Around** for other cars, pedestrians and fixed or moveable objects on or near the road, especially when making a turn.

Leave Room

Drivers learn to ideally **Leave Room** on all six sides of the bus – in the front, the rear, on each side of the bus, and above and below the bus. This will help to maintain and monitor the space in front of the bus by keeping an adequate following distance. Techniques are taught for tailgating vehicles, highway driving and low clearance overheads.

Communicate

Drivers are taught to use headlights, brake lights and turn signals to **Communicate** their intentions. Drivers must use signals before turning or changing lanes and to allow at least four flashes before taking any action.

First-Aid Training

Our first-aid policy is communicated during driver training and is reinforced during safety meetings. When a medical situation arises, the driver must contact dispatch immediately so the emergency medical personnel can be contacted and dispatched to the scene. Each facility and bus is equipped with a bodily fluid disposal kit. This kit contains items such as latex gloves, eye shield/face mask, apron, powered absorbent material, scoop and scraper, disinfectant, paper towels and biohazard disposal bags with twist ties.

We have a policy for administering EpiPens® that includes additional training and parental sign-off. We offer this service as an option to customers who specifically request it and agree that the policy is right for its students. We will be happy to discuss our policy further upon interview or award.

Bus Safety and Student Management Training

One of the most important aspects of our training program is student behavior management. For the safety of all passengers and for any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm.

BUS SAFETY

We will instruct K-3 students on proper entry and exit of the bus, emergency evacuation techniques, and general school bus safety through live demonstrations, videos and educational materials. These fun, instructional games are also available on our website. Throughout the year, our education programs focus on safety around the bus "Danger Zone," emergency evacuations, and safe riding procedures.

We are active participants in National School Bus Safety Week, held every October. We travel to various areas and teach children about school bus safety with the help of "Pride," our labrador retriever mascot. We conduct 30-minute shows to educate students from kindergarten to the third grade. Our transportation professionals are also available to speak at classroom presentations or community organizations.

PREPARING DRIVERS ON PROPER STUDENT CONDUCT AND CONTROL

Our goal is to safely and comfortably transport students to and from school, on time, and ready to learn. We know this part of the day is important to children, especially young children, and that what happens on the bus can make or break the rest of the day.



Understanding the children and their needs helps drivers to handle situations which may arise on the school bus. Drivers are taught to be courteous and to always be in control. Drivers set school bus boundaries through initial authority recognition and by building relationships with students based on mutual respect.

Courtesy is Contagious

The power of a smile cannot be over emphasized. Drivers are trained to be welcoming and to acknowledge each child by name, to help set a positive tone for a comfortable school bus ride.

Dealing with Negative Behavior

Durham will follow the district's discipline procedures, however if there is not a procedure in place, we recommend the following approach.

Our drivers are taught to never allow bullying, sarcasm, or put downs by other students. We will always follow your district's policies for dealing with problematic issues, while following our own basic standards for a safe bus ride. Our drivers are trained to be professional and to be positive at all times, never displaying negative behaviors or facial expressions. The same way courtesy is contagious, so is a negative demeanor.

Hiring, Training and Retention

Addressing Problems and Discipline Procedures

Our drivers are trained to not issue challenges or ultimatums, but rather to follow a four step approach for progressive discipline. Any action a driver may take requires a report submitted to his or her supervisor.

- ❏ 1st infraction – Verbal warning.
- ❏ 2nd infraction – 2nd warning and ask school to notify the parents of the incident.
- ❏ 3rd infraction – 3rd warning and recommend that riding privileges be suspended until school meets with parents.
- ❏ 4th infraction – 4th warning and recommend temporary or permanent removal from the bus.



Severe infractions will be dealt with on a case-by-case basis in conjunction with the school district's policies and with school officials. We don't want to take away transportation privilege; however, there are instances where a child's behavior causes a serious safety problem for the other children and that child must be removed from the bus. We will consult with your district before any suspension actions are taken. When a suspension of privileges is recommended, we give the child's parents time to make other arrangements for that child to be transported to school, and we will try to accommodate that child until those arrangements have been made.

Passengers Other Than Students

No riders except our personnel or school district personnel are allowed on the bus without prior approval by the local manager. An employee's pre-school age children/grandchildren may ride the bus if the terms and conditions of our employees' children/grandchildren ride along policy are met.

Refusal to Transport a Student

A driver may not refuse transportation to a student unless there is a clear and present danger to others, e.g., a student carrying a weapon.

Release of Students

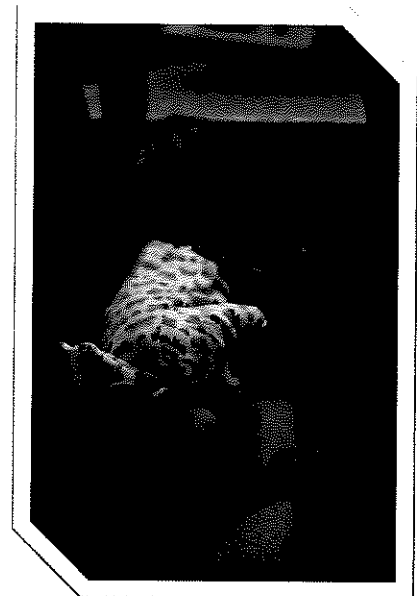
Once students have boarded buses at the school, they may not be released to anyone other than school district personnel or at their regular stop unless prior permission is given.

MY CHILD CHECK POLICY

Drivers and bus monitors must complete a thorough check of the bus for children at the end of each route and prior to leaving the bus at any time. Failure to comply with this policy will lead to disciplinary action; if a child is left unattended, the driver and bus monitor (if present) will be terminated.

Each driver and bus monitor sign a pledge annually committing their responsibility to safety by completing a thorough child check at the end of each route and prior to leaving the bus at any time.

We use Zonar®, which is equipped with child check technology. Zonar® includes an RFID tag in three locations of the bus to ensure drivers conduct mandatory child checks at the end of each route.








**ZONAR®**

INSPECT • TRACK • KNOW

SPECIAL NEEDS TRAINING PROGRAM

Our business is devoted to special needs transportation; today, we are recognized experts in this area. We hire people with the integrity, patience and sensitivity necessary to be a positive influence in the lives of children with special needs. Transporting students with special needs presents unique challenges to our drivers; we have developed a customized training curriculum for these drivers. All drivers and aides who provide transportation for special education students must first complete our regular training program before beginning the special needs program.

The seven DVD training program includes:

-  Legislation overview
-  Transportation challenges
-  Types of special needs
-  Lifts and mobility devices
-  Securement
-  Emergency evacuations
-  Balancing needs

Hiring, Training and Retention

The training covers the logistics of student transportation and also focuses heavily on behavior management and the reasons behind the behavior. In one activity, each trainee sits in a wheelchair while it is put on the lift and transported. Exercises like this help drivers to put themselves in the place of the children they serve, experiencing the world from the perspective of a child with special needs. Additional classes on working with visually impaired, deaf, autistic, and wheelchair-bound students are available as required by student needs. Special needs drivers can also meet with each child's parents before school starts to ensure they have adequate insight into the individual needs of each child.

We view transportation as an important part of each special needs student's educational program; learning about each student's particular needs helps us to provide service at the highest levels possible.



Classroom Training Objectives

After completing the classroom portion of this program, drivers and aides will have an understanding of the following:

- ☐ Rights of special education students
- ☐ Special education student characteristics
- ☐ Special education student management techniques
- ☐ Behavior patterns of special education students
- ☐ Procedures for special education student drop-off
- ☐ Ambulatory special education student procedures
- ☐ Procedures for transporting students using wheelchairs
- ☐ Securement procedures for student equipment
- ☐ Emergency procedures

Practical Training Objectives

Before transporting special needs students, drivers and aides must have hands-on, practical experience in the following areas:

- ☐ Ambulatory loading, securement and unloading
- ☐ Securing student equipment

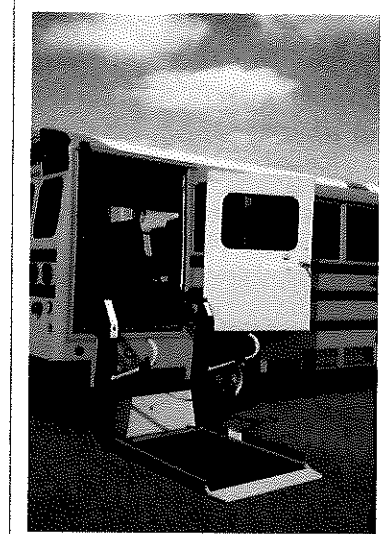
School Bus Transportation

- 🚌 Wheelchair loading, securement and unloading
- 🚌 Emergency evacuation

This program takes three hours to complete, including classroom instruction, practical training and completion of the written exam.

Driver Evaluations

All drivers and participating dispatchers undergo a behind-the-wheel evaluation at least once per school year and if involved in a motor vehicle accident. Drivers are given the opportunity to discuss their evaluations with the training supervisor or general manager. If warranted by the evaluation, retraining is assigned and conducted.



In-Service Training

In order to remain qualified as one of our school bus drivers, all drivers must participate in at least 10 hours of in-service training per school year. This can be accomplished through attending mandatory safety meetings, special driver seminars and workshops.

Topics include:

- 🚌 Enhanced familiarization with school district
- 🚌 Pre- and post-trip inspections
- 🚌 Fire extinguisher instruction and demonstration
- 🚌 Breakdown procedures
- 🚌 Evacuation procedures
- 🚌 Defensive driving techniques
- 🚌 Accident procedures
- 🚌 Operation lifesaver (railroad crossing procedures)
- 🚌 Mirror use, backing and turning point set-up
- 🚌 Student management
- 🚌 Student safety awareness
- 🚌 Winter driving techniques
- 🚌 Safety competition practice (classroom and behind-the-wheel)
- 🚌 Post-accident retraining
- 🚌 Rules and regulations for loading/unloading

MANAGER TRAINING AND DEVELOPMENT

National Express University (NXU)

In 2014, we invested in a learning management system (LMS) which houses and tracks important training curriculums in the areas of leadership, compliance, safety and technical training for all our full-time staff members.



In 1994, we became one of the first school bus transportation companies to implement a formal management training program. This training program consists of several phases. First, new general managers at each location participate in a comprehensive six month GM onboarding orientation session. Second, each year, we provide an annual in-person regional training forum that includes all management and supervisory staff. Third, for newly selected site supervisors (on the job between 30 to 120 days), we require participation in an onsite four day manager orientation. This session includes discussions and training topics that vary from orientation to operational duties, such as customer service, software applications, COMPASS - our proprietary dispatch and payroll platform, and recordkeeping. Through presentations, scenarios, activities, testing, peer learning, focus group discussions and homework assignments, managers learn the tools and resources needed to deliver the level of service we promise to our customers. Finally, there is an online suite of courses compiled specifically for our first line supervisors called front line leadership, which provides overall leadership theory to new leaders.

This learning event meets the core needs of new leaders with a focus on four key areas:

- 📖 **Culture** – Aligning customer service center operational behaviors and actions to our vision and values and our mission of **getting students to school safely, on time and ready to learn®**.
- 📖 **Organization** - Showcasing the company's structure from the local customer service center level to support from our corporate headquarters.
- 📖 **Results** – Articulating and defining the company's targets and goals for managers to integrate strategic planning into how they make decisions as it relates to their overall management of customer service center operations.
- 📖 **Excellence** – Committing to making service and processes better throughout the company.














Continual training for
our management staff is
just as important as any
other training.

Online Performance and Learning System (OPAL)

OPAL is our company's 24-hour virtual coach and provides immediate answers to a manager's day-to-day challenges and guidance for long-term leadership development. In 90 seconds, managers can search OPAL to get best practices, tools and tips on how to manage over 500 leadership challenges.

In OPAL, managers can learn how to:

-  Manage a conflict at his/her local CSC
-  Give effective feedback and coaching
-  Conduct a performance improvement meeting with an employee
-  Create an individual development plan
-  Build or rebuild team/personal trust with others
-  Build a highly effective team
-  Manage time better
-  Easily make improvements to any process
-  Become better organized
-  Improve verbal and written communication skills
-  Manage hundreds of other leadership and management challenges

All this and more can easily be found in OPAL. OPAL is a free 24-hour support tool/resource for all managers and leaders in our organization.

Employee Retention

Durham's total compensation program has been designed to retain the current driver workforce and to attract prospective employees. We offer competitive driver wages, health, dental and a 401(k) plan. We also believe in developing our employees to grow with our organization. We also believe in recognizing our employees who go above and beyond



Hiring, Training and Retention

their job duties with **Enjoy the Ride**, a program that rewards those individuals for outstanding performance.













BENEFIT PLANS

Full-Time Employees Plan

Durham School Services provides company contributions toward medical insurance through BlueCross BlueShield (BCBS). There is a choice of three PPO plans offering in-network and out-of-network benefits; one of which is a High Deductible Health Plan (HDHP) offering that includes a Health Savings Account. Employees have copays for office visits and prescriptions, and pay deductibles and coinsurance for hospital services for the non-HDHP plan offerings. The HDHP Plan requires that employees meet the deductible before the plan pays and copays are only for prescriptions, everything else is paid by coinsurance. Dental and vision insurance is available for purchase.





Additional benefits include:

-  Company-paid basic life and accidental death and dismemberment
-  Company-paid long-term disability insurance
-  Company-paid employee assistance program
-  Tuition reimbursement program
-  Voluntary short-term disability insurance
-  Voluntary life insurance for employee, spouse and dependents
-  Voluntary group legal plan
-  Flexible spending accounts available for participation
-  Paid vacation
-  Paid sick time
-  Paid holidays
-  Retirement plan – matching 401(k) retirement savings plan (with company match of up to 4%) vested immediately

Part-Time Employees Plan

Medical Coverage

Drivers and monitors have the option of the below:

-  **Kemper MEC** – This plan provides preventive and wellness benefits that satisfy the individual mandate under the health care reform law.
-  **Kemper Buy Up** – Includes the KBA MEC plan plus a limited indemnity benefit plan. The plan reimburses a set amount per service. Once the









School Bus Transportation

employee reaches the maximums, no additional benefits are paid for the plan year. The KBA Buy Up plan also includes a limited prescription benefit.

Kemper Stand-Alone Rx

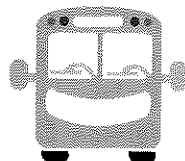


Additional Benefits Provided to Part-Time Drivers and Monitors

-  Retirement plan – matching 401(k) retirement savings plan (with a company match of up to 4%) vested immediately
-  Company-paid life insurance
-  Company-paid employee assistance program
-  Tuition reimbursement program
-  Dental and vision insurance are available for purchase
-  Group legal plan available for purchase
-  Paid physicals, drug screens and alcohol screens
-  Outside charter work opportunity, where Durham owns the fleet, for drivers for other contracts and non-school district customers, such as day care centers, churches, summer camps, etc.

ENJOY THE RIDE PROGRAM

Our company strives to create an engaged workforce where employees enjoy their jobs and feel appreciated for what they do. The **Enjoy the Ride** program was built around our company's vision and values and is designed to recognize safety and excellence, develop our people, celebrate years of service to our customers and encourage involvement in the community. The **Enjoy the Ride** program drives engagement and retention for all employees.



ENJOY THE RIDE

excellence • safety • people • community • customer

EMPLOYEE DISCOUNTS

PerkSpot

PerkSpot is an online program that allows employees to find discounts and rebates on goods and services from many of the best known brand names in the U.S. and Canada. The PerkSpot site is updated daily with new deals and discounts on clothing, home furnishings, jewelry, cell phones, travel and vacation packages, and more. Discounts may range from 5% to 50% off retail value.

Our Information Technology

Durham School Services has access to an immense database of national suppliers, and providers of transportation technology are no exception. We stay abreast of current trends and continually evaluate new offerings to be sure they are effective solutions for our customers. We develop many custom applications in-house as well, including our Bus Tracker® mobile app, COMPASS scheduling software, Driver Dashboard, and BusReport™ technologies.

As a corporation, we committed to achieving our ISO 27001 certified status because our customers expect this level of support. This rigorous process has ensured our compliance to the latest data security measures. We are especially proud of this certification, being an internationally recognized standard that indicates we provide the management and quality to reduce risk within our internal systems.

DISASTER RECOVERY PLAN

A disaster can result from a number of accidental, malicious or environmental events such as fire, tornado, flood, terrorist attack, human error, software or hardware failures. Durham School Services and the vendors we partner with are committed to safeguarding our customers' data.

We have two teams in place to help safeguard our data and hardware in the event of a disaster. A disaster management team is in charge of all applications and network connections, and a facilities team is responsible for all security, health, safety and building issues.

In case of a disaster, our critical applications have a backup system based out of our facilities data center, located in Atlanta, Georgia. If this data center experiences a disaster, a redundant, backup system is located at our corporate headquarters.


















"Our technology enhances daily safety procedures and ensures that the students we transport are safe and secure on their ride to and from school every day."

– Andy Ptak, Vice President of IT

Customer Applications

Our company is committed to staying current with changing technologies in the student transportation industry. The technology solutions we offer our customers are intended to provide increased safety and greater operational efficiencies. We can provide the following items based on individual contract specifications:

-  Lytx DriveCam—Video recording and risk management tools
-  Bus and stop-arm cameras – Onboard video and audio recording
-  Samba Safety
-  Two-way radios
-  Bus Wi-Fi
-  GPS
-  Zonar® electronic vehicle inspection tool
-  Zonar® ZPass Student tracking
-  [Durham] Bus Tracker® mobile app
-  COMPASS – Proprietary operations scheduling platform
-  Driver DashBoard
-  Oracle Enterprise Resource Planning (ERP) reporting tool
-  DOMO analytics dashboard
-  BusReport™ cloud-based driver reporting tool
-  Computerized routing software

The Durham Difference



BUS CAMERAS

Our buses are equipped with the Seon® Trooper Camera system using infrared digital cameras with day, night and audio capability. The features include:

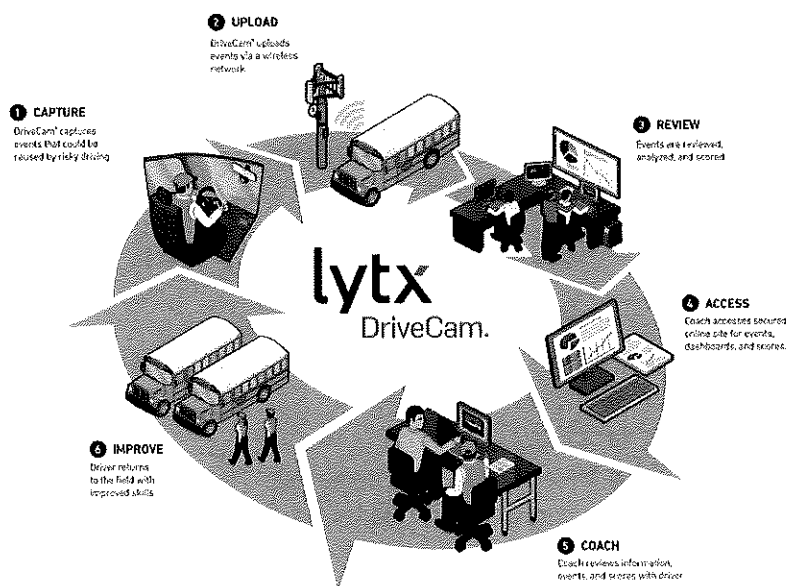
- 📺 H.264 compression for premium image quality
- 📺 Stores up to 320 GB for plenty of recording space
- 📺 Records up to 30 FPS per camera at 720 x 480
- 📺 Provides a simple point-and-click graphical user-interface
- 📺 Offers a compact, integrated lock box design
- 📺 Includes a user-friendly software program



LYTX DRIVECAM®




To reinforce our commitment to safety and continuous employee training and development, Durham School Services is pleased to offer the DriveCam® program. The program is an innovative tool that can improve safety, reduce accident frequency and minimize severity of accidents. This includes access to DriveCam's state-of-the-art in-cab video system and driver risk management tools.

The DriveCam program, powered by the Lytx Engine™, is a video-based driver safety program that identifies, prioritizes and helps prevent the causes of poor driving before they lead to a more serious outcome. Below is how the program works.



1. **Capture the Right Data** – The video event recorder captures driving behavior data and provides real-time driver feedback.
2. **Upload Video and Data** – The exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center and are immediately available to Durham.
3. **Analyze, Score and Prioritize** – Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce risk and operating costs.
4. **Access Driver Management Portal** – Configurable alerts direct us to online tools, including dashboards for companywide visibility, accountability and analysis of risky driving behaviors.
5. **Coach the Driver** – Flexible coaching and training methods are applied based on Durham's operational capabilities and profiles.
6. **Safer Driver Returns to the Road** – Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer accidents.

The result is that combining predictive analytics with coaching and a “programmatic” approach changes behavior and therefore delivers positive outcomes. DriveCam is proven to:

-  Prevent collisions by fine-tuning driver skills*
-  Strengthen driver performance through coaching and training
-  Focus managers on events that require attention by providing feedback for review

***We have seen a risk reduction of 49% when comparing April through June of 2018 versus the same period in 2019.**

SAMBA SAFETY

SambaSafety® provides Durham School Services with continual monitoring of our drivers' personal driving records after they are hired, leading to safer operations. Data from state and federal records are combined to capture driver records, violations and inspections so that we can manage our staff and take measures to respond appropriately, as issues are reported.



TWO-WAY RADIOS

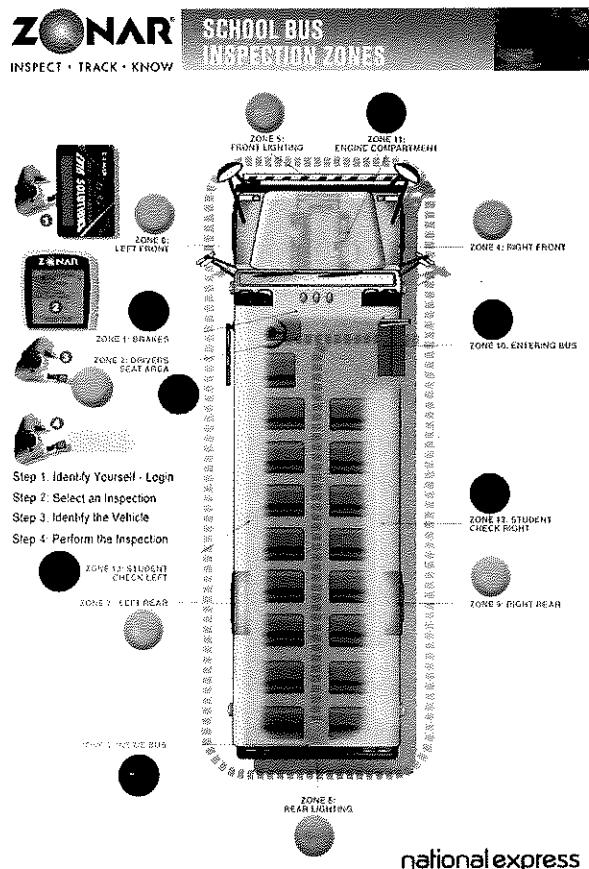
Two-way radios are provided for each school bus and serve as a communication tool for our operations. The capability of instant communication between the buses and the customer service center helps us to maintain a high quality level of service, while providing the ability to respond to emergencies. Operations and radio procedures, including radio etiquette, emergency procedures, and effective communication, are provided to each driver during initial training classes ensures proper, professional use of the system.

ZONAR® GPS AND EVIR SYSTEM

We have partnered with Zonar systems for GPS technology equipped with an electronic vehicle inspection system, and will work together with your district to incorporate the near real-time benefits of this technology into your daily procedures.

Drivers use Zonar's electronic vehicle inspection system to complete the bus's pre- and post-inspection. Each zone must be checked before and after route service. During the inspection, the zone's information is automatically uploaded to Zonar's ground traffic control application and alerts operations if an inspection is incomplete.

We are one of a few school bus transportation providers that equips buses with a total of 13 Zonar zones, three of which are child check zones.



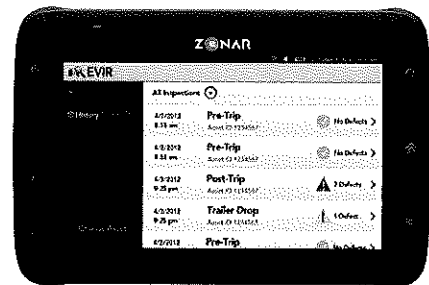
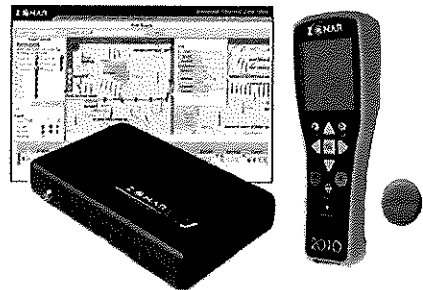
Additional GPS and EVIR Benefits

- ☐ Provides authorized personnel the ability to locate buses in the event of an emergency.
- ☐ Monitors vehicle idling to save on fuel costs and to reduce harmful emissions.
- ☐ Has ability to track and report on-time performance.
- ☐ Enables prompt resolutions to concerns due to ability to track buses in near real-time.
- ☐ Ensures drivers do proper pre- and post-trip inspections.
- ☐ Notifies maintenance department of any defects or inspections concerns via a driver inspection report automatically.
- ☐ Mandates driver child checks at the end of each route through electronic child check system.

Operations Daily Activities

Zonar's ground traffic control is a powerful web-based fleet tracking application that provides a near real-time picture of fleet operations with unmatched visibility, ease and control. Real savings from Zonar fleet management software include:

- ☐ **Fuel usage** – Shows the total fuel shot through the injectors on a per trip, driver or vehicle basis.
- ☐ **Geo-fencing** – Increases efficiency by predicting vehicle arrival.
- ☐ **Emission** – Monitors engine idle time per vehicle and operator to save fuel and emissions.
- ☐ **Time card** – Provides groundbreaking end-to-end workday visibility of vehicle operator productivity.
- ☐ **ZAlert** – Provides automatic near real-time notification of missed inspection events impacting safety.



We are also using the new Zonar Connect tablet, which is an android based device that can be installed in the bus. The tablet will still include the standard EVIR functionality of pre-trip, post-trip inspections and child check inspections. It will also include the standard feature of sending maintenance defect reports based on the outcome of an inspection, and time clock in/out for driver pay. Additionally, the tablet can also provide new functionality such as navigation,





similar to a Garmin® device, driver messaging, alerting for vehicle idling and speeding, and hours of service recording. With the new android-based tablet, we can also develop and utilize custom software to optimize routing and other driver actions.




COMPASS

COMPASS is a software system that manages master scheduling, daily operations, dispatch, tasks, scheduling charter and field trips, customer invoicing, and driver time and attendance that links to payroll. The software is fully integrated with common GPS provider solutions for data, driver check-in/out, pre- and post-trip inspections, and child checks. We use this platform to ensure excellent service delivery, safety, and for controlling fuel consumption and driver wage costs.



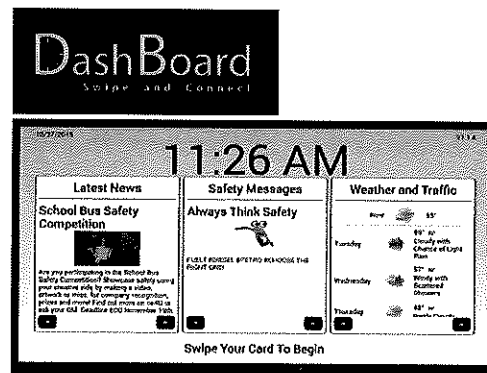
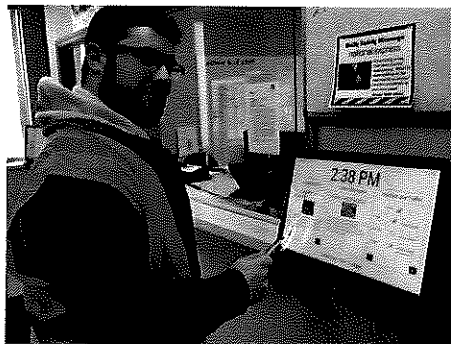
The major functionality and value that COMPASS provides include:

-  **Route definition** – COMPASS provides a master database where routes are defined, and where certain locations of interest, e.g., schools and stops are geo-mapped, integrating directly with our GPS technology solution.
-  **Master scheduling** – All schedules are built and maintained in the system. Since COMPASS is fully integrated with our GPS technology solution, we have the ability to efficiently compare the established schedule of a route to the actual execution of the route. We use this for analysis and route optimization, ensuring best in-class service delivery while controlling operating costs.
-  **Daily dispatch** – By using a near real-time system that is linked to GPS, the dispatcher can manage the daily flow of buses departing and arriving per the schedule, as well as the proper allocation of buses to the routes. Drivers and monitors will check in electronically to alert the dispatch office of their attendance. The system will alert the dispatcher when buses are late or behind schedule.
-  **Field trip scheduling** – COMPASS is used to manage all field trip scheduling, including bus and driver availability to ensure a reliable field trip service.

-  **Driver time and attendance, payroll** – We use GPS to closely measure driver attendance and schedule performance. COMPASS is able to accurately pay drivers as well provide analytics for driver wage cost optimization.
-  **Driver evaluations and qualifications** – Compass is used to manage all aspects of a drivers qualifications and history to ensure safety. Information on driver certifications, licensing, training, incidents, ride-alongs, child check observations and safety records are stored as well as alerts that notify supervisors of upcoming testing.
-  **Customer billing** – Using route and trip performance data points from GPS, COMPASS can provide information that drives more accurate customer invoices. Details on route execution and performance that is used to support invoices can be provided easily to the customer as requested.

DRIVER DASHBOARD

A touchscreen device is installed at the dispatcher's window at most sites (per the size of the customer service center) that allows the driver to check in and out of daily assignments. Key benefits for the DashBoard include more accurate tracking of driver time and elimination of wasteful time, especially at the beginning and end of routes. Additionally, the DashBoard also posts other types of driver information such as safety, training and other communication. Lastly, an upcoming feature of the Dashboard will be to display various driver KPIs such as idling, speeding, child checks, trip inspections and other compliance metrics. All of this is designed to engage the driver towards improved performance and safety.



On Time Performance Initiative

We are in the process of implementing an on time performance system that integrates GPS data with our COMPASS software system to create a unified report with the following data:

- 🚌 School name
- 🚌 Route number
- 🚌 Scheduled time
- 🚌 Actual time
- 🚌 Status (on time, delayed, late)
- 🚌 Scheduled bus
- 🚌 Actual bus

A dashboard is made available to the dispatcher that shows, in near real time, whether a bus has left the yard on time or if it is running late. The same dashboard will also show if a bus has arrived to a school within the scheduled time or if it is late. This allows the dispatcher to monitor the progress of routes from end to end.

This dashboard will be made available to the customer, perhaps at a district building, for the customer to monitor overall progress of routes on a near real-time basis.

ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Oracle Enterprise Resource Planning (ERP) system provides timely metrics, reports and proactive alerts, enabling our employees to streamline information across the company in a timely and efficient manner. Oracle ERP integrates data including procurement, financial, human resources and maintenance systems to provide employees with a complete view of their resources, expenses and progress. Using Oracle, we can achieve increased productivity through standard practices, time efficiency, report generation, flow processes and recordkeeping while reducing human error.

DOMO ANALYTICS DASHBOARD

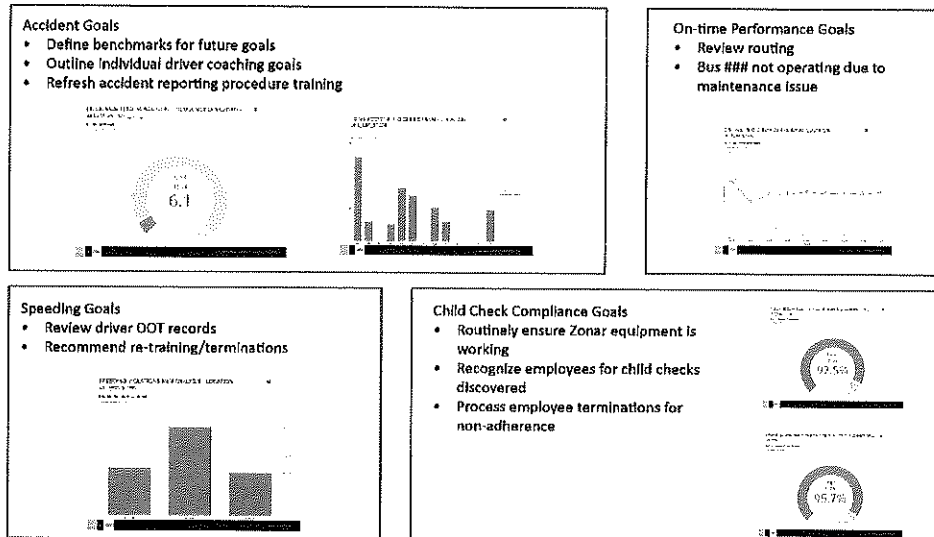
Our company has identified the need to shift data analytics from a reactive to a proactive environment. The objective is to provide information that help drive behavioral change through trending analysis. This analytics platform on DOMO is used to:

- 🚌 Identify trends and patterns to predict results and tailor solutions.
- 🚌 Provide micro and macro level data visualization and analysis to recommend program improvements.

- Ensure stakeholders can proactively get information and be notified if performance falls below thresholds.

Our Recommendations/Areas for Improvement

Our team has the ability to monitor your data and make recommendations for improvement to your overall student transportation program.



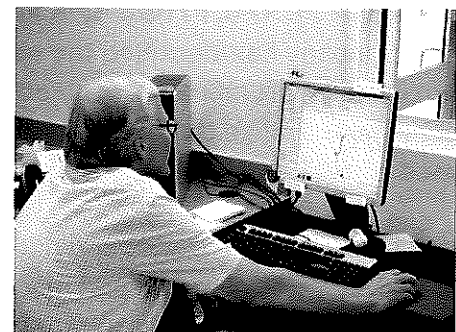
BUSREPORT™

BusReport™ is our cloud-based reporting tool designed to allow parents, guardians, customers and the community to report safety concerns and compliments of our driver staff and the services we provide. Visit www.busreport.com or call 1.833.BUSREPORT.



COMPUTERIZED ROUTING SOFTWARE

We have a wealth of experience using all of the major routing software programs in districts across the country, including Versatrans, Edulog, Transfinder, Trapeze and PolyPlot (MI). We are committed to finding the most efficient routing solutions to help manage your growth. We will work with your district to make ongoing recommendations that allow you to achieve additional savings. Our experienced routing team is ready to



assist your district with any challenges that may arise. They have worked with all facets of software including implementations and route building, boundary analysis, bell time studies, route efficiency studies and fleet optimizations. We will analyze routes and provide recommendations for any changes that could improve cost effectiveness or annual state reimbursement.

ADDED VALUE

Fogmaker™

In addition to fitting each of our student transportation vehicles with Lytx DriveCam® video recording equipment to record significant driving events, we have also established an exclusive partnership with Fogmaker™ North America to add state-of-the-art automatic fire detection and suppressant technology to our entire new student transportation fleet.



Applicant Tracking System (ATS)

Durham School Services constantly monitors our recruitment efforts. We use an Applicant Tracking System (ATS) to hire all driver, monitor, maintenance and staff employees. The data we collect gives us insights so that we can make adjustments where appropriate.

Michelin® Advantage Program

We are also an active participant in the Michelin Advantage Program®, which provides continual monitoring and competitive pricing on tire replacement for our student transportation vehicles.



Fleet Experience and Performance Results

Our organization currently operates a fleet of more than 15,500 buses. We have developed a fleet and maintenance program that combines high maintenance standards with evolving engineering technologies.

Results:

- ☐ Less than 1% in service failure rate
- ☐ Process and compliance with on-time preventative maintenance
- ☐ Technician recognition program in place to increase certified master ASE technicians

Our fleet and maintenance program consists of:

- ☐ Proposed fleet and specifications
- ☐ Green fleet sustainability
- ☐ Preventive maintenance and inspection programs
- ☐ Oracle eAM maintenance software
- ☐ OEM manufacturers warranty and inventory parts
- ☐ Maintenance training and certification
- ☐ Shop blue seal certification program for eligible maintenance facilities



"We're always looking for and evaluating new technologies to enhance safety."

— Keshav Ragunathan, Senior Director
Asset Management & Engineering

FLEET COMPLIANCE AND SPECIFICATIONS

All buses will be inspected and maintained in compliance with applicable state and federal statutes, ordinances and regulations, meeting or exceeding the state minimum safety standards for school buses. Vehicles shall be kept in a clean and sanitary condition. We will make sure we have sufficient spare vehicles available to accommodate any short-term increase in ridership or activities, as well as to ensure vehicles are rotated in and out of service so they may receive their regularly scheduled preventive maintenance. We will provide a supply of spare buses to comply with the spare school bus ratio required by your district.

GREEN FLEET SUSTAINABILITY

We have improved and renewed our focus on environmental policies and procedures to meet regulatory compliance in an effort to reduce our carbon footprint and protect biodiversity. We are committed to safeguarding surrounding ecosystems.




Limiting Engine Idling – We recognize the impact fuel consumption has on the environment. A well-maintained and properly operated vehicle will help fuel efficiency.


Fuel – We have extensive experience in using alternate fuels; a number of our locations use CNG and propane fuel. Based on your district's need, we can provide you with a quote for alternative fuel vehicles if desired.

Green School Bus Fleet Certified

The National School Transportation Association (NSTA) Green School Bus Fleet Certification program recognizes NSTA members for environmental efforts through the use of technology. It is the only certification program for the school bus industry that is endorsed by the U.S. Environmental Protection Agency's Clean School Bus USA program. To obtain certification, contractors must complete a survey for each site and submit it to NSTA to be scored.

There are four levels of certification:

-  **Platinum Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 85% overall (equal to 100% of the fleet at tier 3 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.
-  **Gold Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 42.5% overall (equal to 50% of the fleet at tier 3 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.
-  **Silver Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 25% overall (equal to 50% of the fleet at tier 2 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.

-  **Bronze Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 12.5% overall (equal to 50% of the fleet at tier 1 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.

The following customer service centers were recognized by the NSTA with Green School Bus Fleet Certifications:

Certification Level	Platinum	Gold	Silver	Bronze
	Aurora, IL	Casa Grande, AZ	Antioch, IL*	Racine, WI
	Bridge Creek, OK	Carson, CA	Calabasas, CA	
	Burnsville, MN	Waterbury, CT	Chattanooga, TN*	
	Central Dauphin, PA	Davenport, IA	Keller, TX*	
	Framingham, MA	Hinds County, MS	North Charleston, SC*	
	Louisburg, KS	Indianapolis, IN	Pflugerville, TX*	
	Milwaukee, WI	Jacksonville, FL	Pomona, CA	
	Norwalk, CA	Memphis, TN*	Syracuse, NY*	
	San Bernardino, CA	Milwaukee, WI	Thousand Oaks, CA	
	Spokane, WA	Oxnard, CA		
		Rosemead, CA*		
		San Bernardino, CA		
		Santa Ana, CA		

* These sites have been certified repeatedly.

Maintenance Program

We are committed to quality preventive maintenance and follow-up and have developed a proactive approach to preventive maintenance that is designed to improve reliability by reducing the number of breakdowns, increased safety and lowered overall running costs. We efficiently and consistently exceed standards of excellence through our preventive maintenance program and proprietary maintenance software, Oracle Enterprise Asset Management (eAM), the cornerstone of our fleet operation.



PREVENTATIVE MAINTENANCE (PM)

Preventive maintenance isn't just about repairing deficiencies as a result of an inspection; it is also a means for monitoring and preventing potential problems. Our reliable PM schedules allow us to help predict maintenance needs. By properly performing inspections and repairs, we help prevent future unplanned repairs such as breakdowns and driver reported defects. Our PM program uses a formal review process and our extensive data management system to continually improve.

PM Process

Each bus is scheduled for regular PM inspections according to miles traveled or days operated. Schedules depend on the type of operation, service provided and state regulations. Our computerized system tracks PM schedules, provides alerts when a maintenance inspection is due, and contains listings of other required adjustments and services performed per manufacturers' recommendations, e.g., brakes, tires, steering, suspension, drive train, electrical systems and all ancillary equipment on each bus.



PM inspections are based upon state DOT mandated schedules and/or our minimum guidelines and are recorded on a multi-point checklist that includes all vehicle components and systems. A second, more extensive PM inspection is conducted every 12 months. If a technician finds a defect during the scheduled PM inspection, they are required to note the defect and enter it into the maintenance software system to generate a repair order. All defects are discussed with the maintenance manager who assigns the repair work to a technician for completion. A bus will not be returned to service until all needed repairs have been completed. Once all necessary repairs, adjustments and service requirements have been performed, the technician will inform the maintenance manager.

Standard Inspection Procedures and Intervals

Our scheduled maintenance program includes a systematic procedure for the servicing and inspection of each vehicle. Our program ensures that all vehicles meet or exceed the standards for vehicles set by the states regarding the operation of all safety related equipment.

Driver Pre-Trip and Post-Trip Inspections

Our first line of defense for identifying defects is through the driver daily pre- and post-trip inspection using a driver Electronic Fleet Management solution. Drivers use this device on a daily basis to report the condition of the vehicle they operate and to alert maintenance departments of any defects that affect the operation and safety of the vehicle. If a driver notes a defect during their inspection, they are required to report defects through the Electronic Vehicle Inspection Reporting (EVIR) or manual Driver Vehicle Inspection Reporting (DVIR).

ELECTRONIC WORK ORDER GENERATION AND REPAIR PROCESS

Any defect recorded through the EVIR is reviewed by and responded to by the maintenance manager. If any reported defects are critical, then a work order is opened and the bus will be kept off the road until the repair is complete and the work order is closed. Work orders are included in the vehicle's permanent record.

DRIVER OBSERVATION WHILE IN ROUTE

Drivers are also to be alert to indications of vehicle malfunction while driving such as unusual vibrations, noise, odors, abnormal instrument readings, and erratic brake and steering operations. Additionally, proper starting procedures will help increase the useful life of vehicles, as there are different starting procedures for gasoline-fueled, spark ignition engines and multi-purpose diesel-fueled engines.



WHEEL CHECK INSPECTION

As a part of the driver's daily pre-trip inspections, we have installed wheel lug nut indicators on our vehicles. The wheel lug nut indicators allow for increased ease of visual inspection of loosening wheel nuts during driver pre-trip inspections. A more in-depth inspection is performed by our technicians at a minimum during the PM annual inspection.

WHEEL CHAIR LIFT/RAMP INSPECTIONS

Daily pre-trip inspections test the ramp and chair lift for proper operational function. Annually, wheel chair lifts and ramps are inspected for battery conditions, electrical connections, pivot points and lubrication.

HVAC SYSTEMS

Drivers check during their daily pre-trip inspections to see if the vehicle's heating and cooling components are working properly. During PM inspections, technicians inspect the HVAC systems for leaks, worn hoses, chafing, proper operational components, and proper heating and cooling for potential failures.



TIRES

Drivers inspect tires daily during their pre- and post-trip inspections. It is less expensive to change a tire in the shop than on the road, and fuel economy improves with proper tire inflation, mounting and driving habits. Achieving the lowest tire cost per mile begins with getting the correct tire and maintaining it properly. Tire preventative maintenance includes inspection for tread depth, wear patterns, sidewall cuts, proper inflation, balance and alignment. We have partnered with tire vendors at most locations to perform audits of our tires at our shops twice a year.

Emissions Inspections

The fleet maintenance manager coordinates with state and local officials to ensure that our fleet meets emissions program standards. In compliance with the Clean Air Act of 1977, some states have implemented mandatory emissions testing programs. Owned and leased vehicles are subject to the requirements of the jurisdiction where the vehicles are regularly housed. Regular inspection intervals typically range from 180 days or 10,000 miles for larger vehicles and 180 days or 5,000 miles for smaller type vehicles.

Bus Cleaning

We realize that the interiors and exteriors of the buses must be kept in a clean and sanitary condition at all times in order to provide a pleasant environment for each passenger. Each driver is required to sweep and clean the interior of the bus daily. This includes floors, seats and the driver area. Exteriors are washed as necessary to maintain a clean, professional appearance.



Fleet Maintenance Compliance Audits

Regional maintenance managers (RMMs) and/or state certified mechanics regularly perform compliance audits to review vehicle maintenance processes and documentation at each customer service center. This review ensures maintenance employees are performing necessary procedures and processes according to our standards of performance along with federal and state requirements. In addition, RMMs conduct an annual facility audit to ensure the maintenance shop operates in a safe and compliant manner. A sample of the fleet is physically inspected to ensure vehicles are properly maintained and in the best condition possible. In addition, shop supervisors and regional maintenance managers perform random post PM audit to review quality of PMs performed.

UNPLANNED BREAKDOWNS

A vehicle breakdown or road-call is an unplanned interruption in the service of a bus that requires a technician to inspect the bus for a possible problem or to perform a mechanical repair before the bus can continue or start on a planned route or trip. When a breakdown occurs, the driver will immediately call the dispatcher or general manager to communicate and discuss the problem. The breakdown information will be communicated to the shop supervisor. Upon completion of the response and repair, all actions and parts are documented on the repair order and recorded in the vehicle maintenance tracking system as an in service failure.

If the bus has not left the customer service center, a technician will diagnose the problem and repair it. If the problem cannot be safely repaired in order to meet the route's schedule, a replacement bus will be dispatched. If the bus is in route to pick up passengers or has started picking up passengers, a replacement bus will be dispatched to transfer the passengers safely and to pick up the remaining passengers. A repair technician will be dispatched in a service vehicle to repair the broken bus.

Mechanical Failure Review

All mechanical failures that occur on the road or while assigned to an operator will be reviewed for cause. The maintenance facility lead or supervisor will review each occurrence for prior maintenance history, including last PM type, mileage, technician making repairs and the circumstances leading up to the failure.

We are dedicated to putting the safest vehicles on the road. When it comes to maintaining our buses and ensuring passenger safety, we go above and beyond state and federal requirements. Our master technicians help us lead the way.

Cold Weather Start-Up Maintenance Program

Our cold start procedure helps prevent breakdowns or unnecessary stalling due to exposed cold weather. The procedure helps to ensure operations will run on-time and without any initial delay. Drivers are trained to properly start a vehicle and identify dangerous issues, e.g., frozen batteries or starter problems. Drivers are advised to place plastic bags on mirrors and wiper blades after the last run if snow or freezing rain is forecasted. At all times, ice and snow are removed from the stop-arm and crossing gate and opening and closing mechanisms. Drivers are required to keep the fuel tank full at all times.



COMPUTERIZED FLEET MAINTENANCE – ORACLE ENTERPRISE ASSET MANAGEMENT (EAM) AND DIAGNOSTIC TECHNOLOGIES

We use Oracle eAM, a fleet maintenance system to schedule all preventive fleet maintenance, manage inventory and review repair order history for failure analysis. Each of our buses are scheduled for regular PM inspections according to










miles traveled or days operated, depending on the type of operation and service being provided. We use this system with the help of work orders for managing maintenance work, procuring parts, managing inventory and maintaining history.

Key Performance Indicators (KPIs)

Each fleet location is managed with a weekly review of KPIs using the eAM system. The local fleet management team is responsible for ensuring proficiency in key areas such as timely completion of inspections, cost controls, productivity, completion of manufacturer safety recalls, percentage of on-road failures and percentage of out-of-service vehicles.

KPI Reports

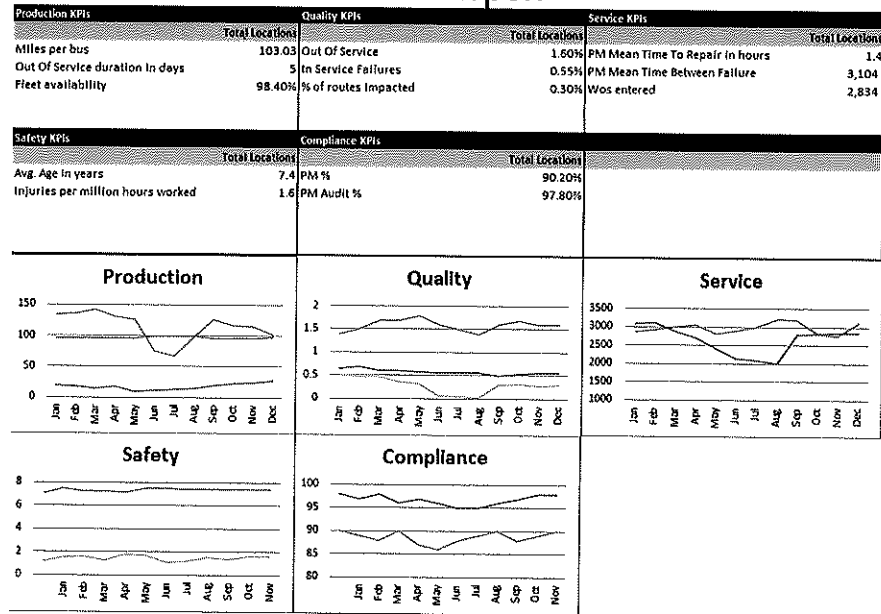
Oracle eAM offers a configurable series of dashboards showing critical KPIs. We have access to comprehensive reports that our technicians can analyze to better serve our school districts. Customized electronic reports may also be created quickly as needed. Our KPI reports include:

-  Preventative maintenance (PM) compliance
-  On road failures
-  Mileage updates
-  Warranties, repairs and claims
-  Parts inventory
-  Electronic repair order and vehicle recordkeeping
-  Asset performance (utilization, cost/hour, etc.)
-  Schedule and resource loading
-  Work orders and work requests

Quality Checks

Management personnel will review the KPI reports weekly. The regional maintenance manager and shop supervisor will perform a monthly audit on vehicles to help ensure vehicle safety and verify the quality of the inspections recently completed by each technician. He/she will review the inspection reports with the technicians to ensure PM excellence.

Sample Maintenance Performance Report



Diagnostic Tooling Systems

Diagnostic software and tools are used to minimize downtime of the bus while improving the efficiency and quality of the repairs. We use JPRO® Commercial Fleet diagnostic system, along with other OEM diagnostic software, to diagnose failures and help determine root cause and necessary repairs.

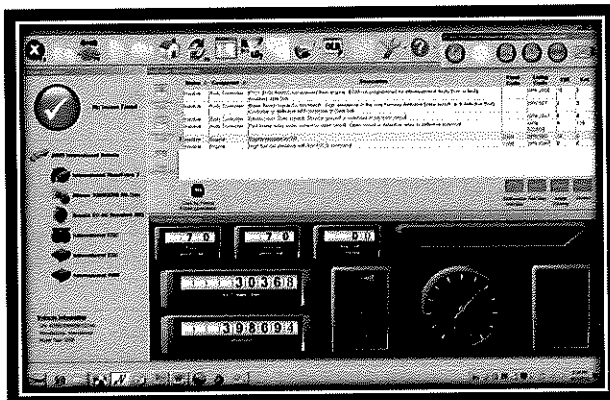
Our fleet diagnostic system provides diagnostic and troubleshooting information for vehicle components. The diagnostic system senses active and inactive vehicle faults to give our technicians the ability to quickly review critical elements of each system. The system also records data into log files for playback, view and chart engine parameters, has report printing capability, and launches the fleet maintenance software for proper parts replacement. Key data point collections exist for the following components: vehicle, engine, transmission and brake.

Vehicle – Diagnostic elements include road speed limit, cruise set speed limit, average fuel economy, total engine hours, odometer, coolant level, battery voltage and oil level.

Engine – Diagnostic elements include air inlet pressure, exhaust pressure, fuel pressure, boost pressure, oil pressure, oil temperature, coolant temperature, fuel temperature, exhaust temperature, air inlet temperature and battery voltage.

Transmission – Diagnostic elements include transmission input speed, transmission output speed, transmission fluid temperature, gear selected, gear obtained and battery voltage.

Brake – Diagnostic elements consist of road speed and wheel speeds.



OEM MANUFACTURERS AND PARTS INVENTORY

To ensure the best quality parts are being used, we use OEM parts with major brand name suppliers only such as International®, Bridgestone®, Thomas Built®, Valvoline® and Exide Battery®. OEM parts support our commitment to safety and quality as well as the confidence in and reliability of our buses. Our facilities carry ample parts inventory to perform all necessary repairs in a timely manner.

MAINTENANCE STAFF'S QUALITY COMMITMENT

We provide a professional fleet organization that encourages local initiative and decision making while working within a centrally managed network to create a working environment that rewards achievement, enthusiasm and team spirit, and offers personnel the opportunity for development and growth. Fleet operations will provide direction, management, and services to maximize fleet resources and to help ensure that we provide the safe and reliable service. We use a continuous process improvement approach that incorporates a customer service focus, safety practices, sound environmental methods, and encourages employees to excel in their professionalism and competency.

As part of our continued commitment to excellence, our performance development system (PDS) program embeds training and continuous improvement methodology for proactive scheduling of work and identifying and eliminating barriers to service optimization. We are always looking for ways to improve and take our service to the next level.

MAINTENANCE TRAINING

We believe our employees make the difference in providing the best possible vehicle maintenance for our customers. Preventive maintenance training to our maintenance staff enables us to maximize fleet resources and to ensure we provide the right bus in the safest, most reliable and cost-effective manner. In addition, technicians have the opportunity to get the training directly from

manufacturers for engines, alternators, electrical system etc. We also send a few technicians each year to hands-on factory training offered by bus manufacturers to ensure we have a trained knowledge pool.






All technicians are required to receive preventive maintenance training. Each technician is required to take the PMX program covering topics such as engine, drive train, brake and body systems. A passing score of 80% is required to obtain the certification.



"We are committed to being recognized as the leading provider of maintenance services...providing safe, reliable transportation for our passengers, our customers, our employees and the communities we serve. We continually train and challenge our technicians and managers to be the "Best of the Best" in everything they do."

– Keshav Ragunathan, Senior Director Asset
Management & Engineering

Required Certifications

-  PM certification (all technicians)
-  Brake training (Tech II and above)
-  Air-conditioning certification (all as required)
-  CDL (all technicians)
-  Other certification as required by NELLC or regulatory agency(s)



Maintenance Safety Training Meetings

All of our maintenance shops will have a mandatory 30-minute safety training meeting conducted by the maintenance facility lead at least once a month, covering such topics as shop safety practices, fire prevention and new techniques.

Maintenance Information Portal




We have developed an information portal that hosts technical information and training resources for all of our technicians. With service information now becoming widely available via the electronic media, we have setup this portal that can be accessed by every technician. Information hosted via this portal include PM training resources, manufacturer technical and service information, field campaigns issued by suppliers, etc.



ASE Certification Program

Our maintenance personnel are encouraged to participate in the automotive service excellence (ASE) certification program for school bus technicians. ASE is a broad-based program, testing general areas for school bus technician skills. The certification is tailored to specific tasks the technician must perform every day at the customer service center. We reimburse tuition for the ASE certification exam and award up to a \$500 recognition award to employees who achieve certification. We have also instituted a program to award annual bonus to our master certified technicians that are continuously employed by us.

Technicians earn classifications based on education, experience, and possession of hand tools, as well as successfully passing ASE and our internal tests. Our technician classification system has three designations:

-  Class I technician
-  Class II technician
-  Class III technician

Each designation has specific minimum requirements outlined in job descriptions. Technicians also develop their skills through in-service training provided throughout the year. Because of our rigorous certification process, our company has some of the best-trained technicians in the student transportation industry, resulting in a safer fleet and lower maintenance costs. We have 25 master certified technicians and more than 65 employees are currently progressing through various stages of the program.

Maintenance Shop Blue Seal Certification

We have started the certification process of our repair shops that will meet the ASE criteria for blue seal of excellence recognition program. This program will enable us to showcase the quality of technicians we employ, while providing best service to our customer. We strive to remain an attractive choice for employment of qualified technicians.

Continued education and training
are key to safe service given
advances in vehicle technology.
Our people are dedicated to ensure
we are putting the safest vehicles
on the road.



**Blue Seal
of Excellence**
RECOGNIZED
BUSINESS

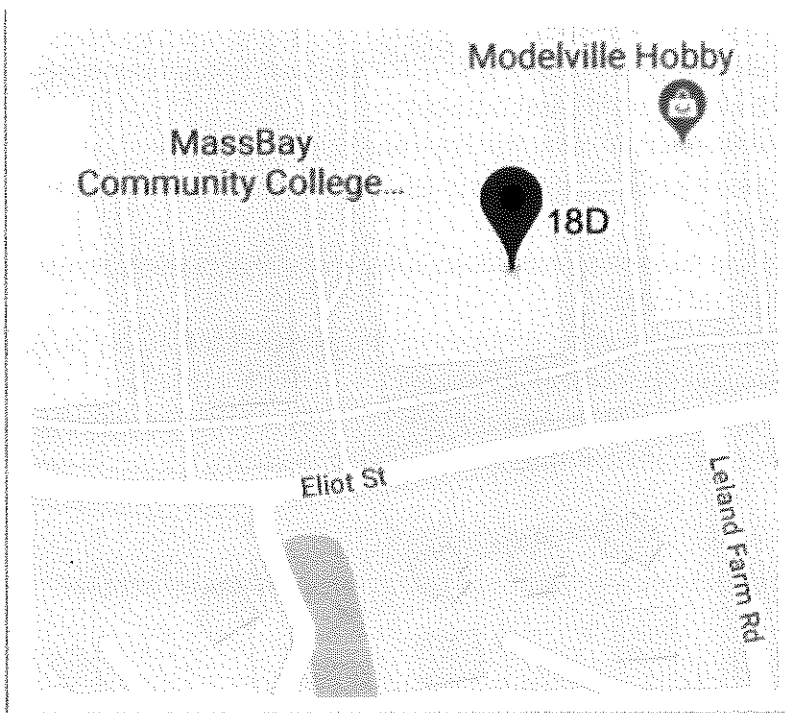
Asset #	Vin	Year	Type	Body Make	Brake Type	Capacity	Fuel Type
33770	4DRBUC8P6HB503558	2017	CA	INTERNATIONAL	HYDRAULIC	71	DIESEL
34657	4DRBUC8P7JB578663	2018	CA	INTERNATIONAL	HYDRAULIC	71	DIESEL
34658	4DRBUC8P9JB578664	2018	CA	INTERNATIONAL	HYDRAULIC	71	DIESEL
34659	4DRBUC8P0JB578665	2018	CA	INTERNATIONAL	HYDRAULIC	71	DIESEL
39662	4DRBUC8P4LB052929	2020	CA	INTERNATIONAL	HYDRAULIC	72	DIESEL
39663	4DRBUC8P0LB052930	2020	CA	INTERNATIONAL	HYDRAULIC	72	DIESEL
39664	4DRBUC8P2LB052931	2020	CA	INTERNATIONAL	HYDRAULIC	72	DIESEL
39665	4DRBUC8P4LB052932	2020	CA	INTERNATIONAL	HYDRAULIC	72	DIESEL

Facility and Environment

Our personnel are experienced in providing school districts with a wide variety of functional, safe and secure sites.

Proposed Facility

Our proposed maintenance facility will be located at 270 Eliot Street, #18D, Ashland, MA 01721.



Facility Safety Inspections

Periodic facility safety inspections are a vital part of our overall safety compliance program to ensure the safest work environment possible for employees and other persons visiting our facility by identifying unsafe conditions and physical hazards prior to the occurrence of a loss, and by removing the unsafe condition or physical hazard from the workplace.








Facility safety inspections are conducted monthly by location management and biannually by the safety management team. Findings are documented and corrective actions are developed to address any deficiencies and documented on a safety action plan.

Environment and Sustainability

ENVIRONMENTAL MANAGEMENT AND POLICY STATEMENT

We are committed to operating our business in a manner that reduces the impact of our activities on the environment.

We strive to:

-  Continually improve the environmental performance of our business through training, audits and evaluations
-  Comply with all environmental laws and requirements
-  Recycle waste generated through our bus maintenance to the maximum extent possible
-  Minimize the release of hazardous substances that have potential for environmental harm
-  Minimize the use of natural resources through initiatives like recycling
-  Use technology to monitor emissions
-  Ensure environmental considerations are taken into account when developing new sites or upgrading existing facilities

FACILITY ENVIRONMENTAL POLICIES

The following are some examples of our facility environmental policies.

Storm Water Permitting

Facilities with storm water discharge shall meet the requirements established by the NPDES storm water regulations, including training, monitoring, record keeping and reporting. The general manager ensure that all requirements are met, that the appropriate personnel have been designated to conduct visual and analytical monitoring of storm water discharges (if required), that designated staff has been appropriately trained to conduct required monitoring, and that they understand the required monitoring frequency, and complete the appropriate paperwork. Budgets include allowances for fees related to storm water permits.

Spill Prevention, Control, and Countermeasure (SPCC)

For spill prevention measures, we work proactively to prevent an occurrence of a spill or release of materials to the environment.

The general manager is responsible for regular review of the SPCC Plan to ensure that the plan reflects the current operations conducted onsite, that all facility-specific information is correct, that required monthly site inspections of the material storage areas are conducted, and that records of the inspection are maintained onsite.

Spill and Release Response

Spills and releases of hazardous substances, including petroleum products, on or near properties, right-of-ways, or streets and highways where vehicles operate are cleaned up, reported, investigated, and precautions will be taken to prevent injury to the public, passengers, employees and property.

The first responder will report the spill to the general manager and trained employees will follow standard operating procedures for effectuating the containment, control and cleanup of the spilled material. Our environmental team will oversee cleanup and ensure that all assessment, tracking and reporting requirements are followed.

Hazardous Waste Management

The U.S. Environmental Protection Agency and equivalent state environmental regulatory agencies regulate solid and hazardous wastes under the Resource Conservation and Recovery Act (RCRA).

RCRA's goals are to:

- ☐ Protect the public from the hazards of waste disposal
- ☐ Conserve energy and natural resources by recycling and recovery
- ☐ Reduce or eliminate waste
- ☐ Cleanup waste, which may have spilled, leaked or been improperly disposed

All waste generated by the facilities will be properly managed onsite and sent to company approved waste vendors only. We will ensure the facilities will not accept or store onsite at any of its facilities any hazardous waste which has been generated.

Oil Recycle Program

We use a third party oil recycling company to remove used oil and oil filters from our facilities and deliver the oil to a recycling facility. The collection company and recycling facility are both regulated entities.

Tires and Batteries

We use third party vendors for both tire recap and recycle as well as used battery recycling. Using these vendors, we redirect potential waste products from being landfilled.

NO IDLING POLICY

We are committed to reducing the amount of time our buses spend idling and have implemented an Idling Policy. Under our policy, all drivers must complete anti-idling training. Limiting engine idling is a practice Durham takes seriously as we recognize the impact fuel use has on the environment. Diesel engines burn one gallon of fuel per hour, emitting pollutions in the air and adding substantial cost to the fuel budget. Since its inception, this policy has resulted in reduced excess idle times, reduced pollution and increased fuel savings.

FUEL

Fuel Sustainability

Durham School Services utilizes a multi-faceted program to manage fuel requirements to support fleet operations. Utilizing our corporate procurement, project management, and environmental resources, we will tailor a solution best suited for the property, fleet requirements and customer needs. These solutions support the lowest total cost solution for our customers.

Financial Qualifications

Durham School Services, LP is a division of National Express LLC, the North American subsidiary of National Express Group, PLC, one of the largest transportation firms in the United Kingdom. We have a strong balance sheet, the ability to obtain capital and to fund capital expenditures, and a proven track record of financial performance.



Our solid company history is the foundation for our strong operational success today.

Insurance Rating

Durham's insurance carrier, Old Republic Insurance Company, is licensed to do business in your state and is rated in the current edition of A.M. Best's Insurance Guide as A.

Please refer to the following pages for our sample insurance certificate indicating our ability to cover your district with the insurance requirements outlined in the bid specifications. Upon award, we will issue an insurance certificate indicating your district as the additional insured.

Surety Rating

Durham's surety providers, Argonaut Insurance Company and Travelers Casualty and Insurance Company of America, are licensed to do business in your state. As rated in the current edition of A.M. Best's Insurance Guide, Argonaut's A.M. Best rating is A and Travelers is A++.

We have included the required letter of surety at the end of this section.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/17/2019

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 Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Old Republic Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED National Express LLC 2601 Navistar Drive Lisle, IL 60532	NAIC # 22667 24147	

COVERAGES**CERTIFICATE NUMBER:** W13397252**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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HD0G71209714	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			ISAH25275834	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	MWC 314263 00	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Natick Public Works
75 West Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

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*Greater New York Bond
343 Thornall St., 5th Floor
Edison, NJ 08837
(866) 400-8396
(212) 519 - 5443 (fax)
E-mail:
Erin.Kiernan@willistowerswatson.com*

October 21, 2019

Natick Public Works
Attn: Procurement Officer
75 West Street
Natick, MA 01760

RE: Transportation Services

To Whom it May Concern:

This letter will serve to confirm that we have a bonding relationship with Durham School Services, L.P.

Bond Capacity is \$500,000,000.

Please be advised that we are confident that Durham School Services, L.P. is qualified to handle a project such as the above captioned and should the contract be awarded to and accepted by Durham School Services, L.P. it is our present intention to consider providing the required performance bond.

It is understood, of course, that any arrangement for the performance bond is a matter between Durham School Services, L.P. and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bethany Stevenson, Attorney in Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Bethany Stevenson**, of **Hartford, Connecticut**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

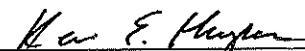
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **October**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



William Francis Galvin
Secretary of the
Commonwealth

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

October 23, 2019

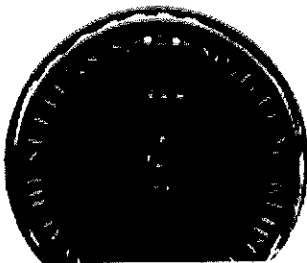
To Whom it May Concern:

I hereby certify that according to the records in this office, an application for registration in the Commonwealth as a foreign Limited Partnership was filed in this office by

DURHAM SCHOOL SERVICES, L.P.

in accordance with the provisions of Massachusetts General Laws, Chapter 109, § 49, on December 18, 2002.

I further certify that, so far as appears of record, said registration has not been cancelled or withdrawn, and that there are no proceedings presently pending under the Massachusetts General Laws Chapter 109, § 65 for revocation of said Limited Partnership's authority to transact business in the Commonwealth.



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

[Handwritten signature]



William Francis Sullivan

Secretary of the Commonwealth

Processed By:sam



October 29, 2019

Natick Public Works
Attn: Procurement Officer
75 West Street
Natick, MA 01760

To whom it may concern,

Durham School Services has more than 19,500 employees and operates over 15,500 buses nationwide. Durham's first line of defense in effectively managing claim exposure is to promote the culture of compliance and safety. Given the size of our operation, it is inevitable that the company will incur losses while in the course of providing student transportation services. For this reason, Durham School Services has in place an insurance program, which adequately provides coverage for Workers' Compensation, Automobile and General Liability commensurate with its size and scope of operations.

Durham School Services has no pending legal actions in which it is a debtor in bankruptcy, a defendant to a claim for a breach of contract for the provision of student transportation services, a respondent in an administrative action for deficient performance, or a defendant in a criminal action.

Respectfully,

Dorothy Capers
Executive Vice President and Global General Counsel

national express. | *school*

2601 Navistar Drive | Lisle, IL 60532 | P: 800.950.0485 | durhamschoolservices.com

FULL-SERVICE TRANSPORTATION • ROUTE OPTIMIZATION AND SCHEDULING • SPECIAL NEEDS EXPERTISE • CHARTER BUS SERVICE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

10/28/2019

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 Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): 1-888-467-2378	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Chubb European Group SE INSURER C: Old Republic Insurance Company INSURER D: INSURER E: INSURER F:	
INSURED National Express LLC 2601 Navistar Drive Lisle, IL 60532	NAIC # 22667 B0154 24147	

COVERAGES

CERTIFICATE NUMBER: W13562618

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG71209714	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			ISAH25275834	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UKCANC56244	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
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 <input checked="" type="checkbox"/> No	N/A	MWC 314263 00	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess General Liability			XSLG71209751	11/01/2018	11/01/2019	General Aggregate \$5,000,000 Each Occurrence \$5,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**Natick Public Works
75 West Street
Natick, MA 01760

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.		NAMED INSURED National Express LLC 2601 Navistar Drive Lisle, IL 60532	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: XSAH25275871 EFF DATE: 11/01/2018 EXP DATE: 11/01/2019

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Excess Auto Liability

Each Occurrence Limit

\$5,000,000



Bryan Leblanc <bleblanc@natickma.org>

Addendum No. 1 - RECREATION TRANSPORTATION SERVICES - PLEASE ACKNOWLEDGE RECEIPT!!!

1 message

Bryan Leblanc <bleblanc@natickma.org>

Wed, Oct 16, 2019 at 4:07 PM

To: Steven Briva <StevenBriva@deltek.com>, Kim Jones <primevendor123@gmail.com>, Stephanie Carnes <stephanie@lmc.group>, Ron Ernenwein <ronaat1@aol.com>, "Johnson, Clifton" <cjohnson3@durhamschoolservices.com>, Putney Transportation <services@putneytrans.com>, "Ripani, Lee" <Lee.Ripani@firstgroup.com>, Jim Tomasso <jtomasso@aotglobal.com>, Tim Graney <tgraney@valetparkofamerica.com>
Cc: "Bill Chenard," <chenard@natickma.org>, Karen Partanen <kpartanen@natickma.org>

Good afternoon.

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!

I do not anticipate issuing further addenda, as the deadline for questions has now passed.

No change in the due date/time.

Very truly yours,

Bryan Le Blanc

--

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



Addendum 1 Final 101619.pdf

135K

Town of Natick, Massachusetts

IFB: Recreation and Parks Transportation

ADDENDUM NO. 1

TO: Prospective Bidders

PROJECT: IFB: Recreation and Parks Transportation

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

DATE: October 16, 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 two (2) pages (including this one).

The Town hereby answers the questions posed by planholders to date:

1. *Page 3, III. Background states that bids are sought for "a three year term, commencing in mid 2020." Does this mean that the new contract will include Section 2 trips for Camp Woodtrail & Camp Arrowhead during the summer of 2020? If not, please indicate exactly when the contract will begin.*

Correct. The new contract will include trips for Camp Woodtrail and Camp Arrowhead in the summer of 2020. The new contract, assuming awarded, will be effective as of July 1, 2020, as stated in the form of contract that is attached to the IFB and that is incorporated into the IFB.

2. *Page 7, #23 states that all "tolls and parking fees will be paid by the Successful Bidder." As many of the Camp destinations will require turnpike travel, and bus parking fees can be considerable, it seems to make more sense for the Town to reimburse those costs that are actually incurred, as opposed to the bidder trying to estimate the toll/parking fees and building those costs into the pricing model. Please consider changing this item.*

The Town will not alter this item.

3. *Page 7, #26 refers to a fuel escalation clause. Is the strike price of the escalator based on the current fuel costs as supplied by the bidder, or the stated base cost of \$3.00 per gallon? Please clarify.*

The price escalator is based upon current fuel/base cost - \$3.00 per gallon.

4. *Page 8, #27 indicates that "The Town expects that any Bidder will only Bid in sections where it can supply the vehicles needed in the time referred to." Section 1 on the bid pricing page combines winter ski trips occurring on Sundays with release day trips, which clearly occur during the school year. Vehicle availability, for a contractor who does not have the current Natick school bus contract, is quite different for these two categories of trips. Would the Town consider separating them into different sections on the pricing page? This would potentially get the Town a better price for the ski trips, as vehicles are more readily available on Sundays.*

The Town will not alter this section and will not separate the categories into different sections.

5. *Will the summer camp trips be starting at either Camp Arrowhead or Camp Woodtrail, or will they have campers from both camps on the same bus?*

The majority of trips will be leaving from Natick Camp Woodtrail and there is one trip to Six Flags that takes Camp Arrowhead volunteers (not participants) for one day. We do not have any trips that combines Woodtrail and Arrowhead participants.

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

**THE PROVISION OF TRANSPORTATION SERVICES FOR
THE NATICK RECREATION AND PARKS DEPARTMENT**

October 7, 2019

BIDS DUE:

October 25, 2019, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

NOTICE TO BIDDERS

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed Bids for the provision of transportation services for the Natick Recreation and Parks Department in the Town of Natick, Massachusetts for a three (3) year term, commencing in mid 2020. The Invitation for Bids ("IFB") may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on October 7, 2019 Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Transportation Services for the Natick Recreation and Parks Department-Bid" will be received until 11:00 A.M. local time, October 25, 2019, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids. Award shall be subject to appropriation and vote of the Natick Board of Selectmen.

I. INTRODUCTION

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed Bids for the provision of transportation services for the Natick Recreation and Parks Department in the Town of Natick, Massachusetts for a three (3) year term, commencing in mid 2020. For a full description of such services, please refer to Section 3(a) of the Invitation for Bids ("IFB").

Copies of the may be obtained from the Procurement Office, 75 West Street, Natick, MA 01760, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on October 7, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on October 16, 2019. Questions may be submitted to 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 registered Bidders.

Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Transportation Services for the Natick Recreation and Parks Department--Bid" will be received until 11:00 A.M. local time, October 25, 2019, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

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

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

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

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

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

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

II. PRE-BID CONFERENCE/QUESTIONS

No Pre-Bid Conference is scheduled.

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

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business on October 16, 2019. Questions may also be submitted to Mr. Roche's attention at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

III. BACKGROUND

The Town of Natick seeks Bids from firms/entities/persons to provide transportation services for the Natick Recreation and Parks Department for a three (3) year term, commencing in mid 2020.

Specifications describing the services to be provided are attached hereto at Attachment I.

The Successful Bidder which enters into a Contract with the Town for the subject transportation services shall supply and keep in good working order two (2)-way radios for each bus assigned to any Contract (including backup buses) for communication between dispatcher base station and the drivers, between the drivers and the base station and among the drivers bus to bus. Location of the transmitter shall be within range to assure good transmission and reception. Should radio transmission not be possible between the dispatching location and any bus at any location, the Successful Bidder shall be required to supply cellular phones between the dispatching location and the bus(es). The calling capacity of the cellular phones will be restricted to the dispatcher, the buses, and the Director or his designee. The

Successful Bidder shall provide authorities with the equipment necessary to use the company's two-way radio frequency for monitoring and communication purposes.

Each Bidder shall acknowledge that the following will apply in any contract awarded by the Town:

1. The Successful Bidder shall perform everything agreed by it to be performed properly and promptly in accordance with the terms of any Contract for transportation services (hereinafter designated "any Contract") to the satisfaction of the Town or its duly authorized representative. If the Successful Bidder neglects to perform the terms of any Contract promptly, the Town or its duly authorized representative may after twenty-four (24) hours by written notice to the Successful Bidder make good such deficiencies and may deduct the cost from any payment due to the Successful Bidder.
2. The Successful Bidder shall carry out all reasonable requests of the Town, the Director of the Natick Recreation and Parks Department (hereinafter designed "the Director"), or their representatives.
3. The Successful Bidder shall report immediately, by oral communication to the Director, each and every accident or any other incident or circumstance which causes unavoidable delay, or in any way interferes with the performance of any Contract. The Successful Bidder shall submit a written report to the Director within twenty-four (24) hours following an incident.
4. The Successful Bidder shall provide a replacement bus if an original bus becomes non-operational or is unavailable to provide the services required by any Contract. The replacement bus shall be subject to all the provisions of any Contract. The cost of such replacement bus shall be borne by the Successful Bidder, at no cost to the Town.
5. The Successful Bidder shall transport on each day of service all children entitled to transportation under the rules and regulations now and hereafter established by the Director.
6. The Successful Bidder shall cooperate with the Director to make available such information as may be required to schedule buses and to complete reports and surveys, and any information relative to the transportation of the children under any Contract.
7. The Successful Bidder shall apply for and obtain all licenses and permits necessary to comply with all Federal and Massachusetts laws and regulations for the operation of buses, the cost of which shall be borne solely by the Successful Bidder, at no cost to the Town.
8. All buses shall be operated, constructed, equipped, and maintained in conformance with all applicable laws, regulations, rules and standards of the Federal Government and the Commonwealth of Massachusetts and each applicable agency thereof, including without limitation the Massachusetts Registry of Motor Vehicles and the Massachusetts Department of Public Utilities Railway and Bus

Division. In particular, the Successful Bidder shall be in compliance with the pertinent sections of M.G.L c. 90, in particular, §§ 7B and 7D, and with all applicable regulations of 105 CMR 430: Recreational Camps and 540 CMR: Registry of Motor Vehicles.

9. All buses shall be used exclusively for transportation services under any Contract with the Town during those hours designated by the Director. No bus which is older than model year 2007 shall be used by the Successful Bidder under any Contract with the Town. All buses shall be kept, at all times, in a condition of cleanliness, interior and exterior, satisfactory to the Director.

10. The Successful Bidder shall at his expense keep all buses in good working condition and shall furnish all necessary fuel, oil, grease, parts, labor, maintenance, and repairs through the term of any Contract and any extension or renewal thereof.

11. There shall be no substitution of buses during the term of any Contract or any extension or renewal thereof without the prior written permission of the Director, except in the case of emergency breakdown and then for a period not to exceed five (5) consecutive days. In the event of substitution of a bus because of emergency breakdown the Successful Bidder shall provide prompt written notice to the Town. All substitute buses shall be subject to all provisions of any Contract.

12. The Successful Bidder shall designate one (1) of his employees as Supervisor of Buses (hereinafter designated "the Supervisor"). The Supervisor shall have complete charge and responsibility for carrying out and enforcing the Successful Bidder's obligations and responsibilities of any Contract on a day-to-day basis. The Supervisor shall cooperate and work in harmony with the Director. The Supervisor shall be subject to the approval of the Town or its designee. The Supervisor shall aid and assist the Town and its designee in creating the yearly schedules of the routes and trips of the buses and other routes and schedules as may be required from time to time in the performance of any Contract. The Supervisor and the Director of Natick Recreation and Parks shall mutually agree on an acceptable "cancellation period time" for each section of the Bid where "no charge to Town" will be incurred when the Natick Recreation and Parks Department calls the Supervisor to cancel a trip due to weather conditions. When Natick Recreation and Parks Department doesn't cancel the trip by the "cancellation period time" and the trip does not occur, a "pull out" bus fee shall be assessed for that trip. The Successful Bidder and the Director shall discuss this fee for the various sections.

13. The Successful Bidder shall employ as Supervisor of Buses and bus drivers only duly licensed drivers who are certified by the Massachusetts Registry of Motor Vehicles, or the Massachusetts Department of Public Utilities, and are courteous, dependable, careful, and accommodating. All such employees shall be subject to the approval of the Director.

14. The Successful Bidder shall furnish the Supervisor of Buses with an exclusive telephone and/or telephone number at his office. This telephone and/or telephone number shall be used exclusively for communicating with the Director's designee. This telephone shall be continuously monitored by the Supervisor or his/her designee. The Successful Bidder shall install a radio

communications system in all buses which are used to perform work under any Contract. The Successful Bidder shall use radio communications equipment according to all rules and regulations established by the Federal Government, any other governmental agency, and the Town. The Successful Bidder shall take all reasonable precautions to prevent vandalism or theft of such equipment.

15. Before the Successful Bidder shall be allowed to transport children under any Contract with the Town, the Successful Bidder shall certify in writing to the Town that every bus driver engaged in the transporting of the children has completed satisfactorily all requirements of the Commonwealth of Massachusetts.

16. Bus drivers shall comply with all rules and regulations set forth by the Town regarding the conduct of children on a bus and any other matters relating to the transportation of children. The Successful Bidder shall have no capacity to involve the Town in any contract or to incur any liability on the part of the Town.

17. Any mileage charges shall be calculated using the initial or original pick-up location as starting point and shall conclude with same location for drop-off.

18. All employees assigned by the Successful Bidder to the operation of buses shall be subject to the approval of the Town. Upon written request from the Town, the Successful Bidder shall promptly remove personnel from work under any Contract and shall provide replacement personnel. Notwithstanding any other provision of any Contract, if the Town believes that an action or inaction of the Successful Bidder's personnel requires immediate action by the Successful Bidder, the Town will notify the Successful Bidder in writing with the reason for requesting such immediate action and the Successful Bidder shall immediately remove such personnel from Town property and from providing services related to any Contract.

19. The Successful Bidder shall provide the Town with a current roster of each employee of the Successful Bidder who is performing services under any Contract, including with respect to each such employee the name, home address, telephone number, date of birth, full names of parents, and maiden name of mother. 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 under any Contract and such employee shall not be authorized to perform services under any Contract.

20. The Successful Bidder acknowledges that, before any employee is hired by the Successful Bidder, the Successful Bidder (as part of its standard employment practices and policies) requires a drug test from such employee to confirm that the employee has not tested positive for use of narcotics, mood altering substances and alcohol. For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall provide a written confirmation to the Town that such employee passed the Successful Bidder pre-employment drug test and has not tested positive for use of narcotics, mood altering substances or alcohol. 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 under any Contract and such employee shall not be authorized to perform services under any Contract. The written confirmation provided to the Town pursuant to this provision shall relate to a drug test, whether a pre-employment drug test or otherwise, which was performed within twelve (12) months of the date of transmission to the Town by the Successful Bidder of such written confirmation. The word "employee" in this context shall refer to full time employees of the Successful Bidder, part time employees of the Successful Bidder, and temporary personnel, fill in personnel and floater personnel provided to the Town by the Successful Bidder.

21. The Town acknowledges and agrees that any and all information provided by the Successful Bidder to the Town relating to the Successful Bidder's employees shall be deemed confidential information of the Successful Bidder under any Contract and shall not be used or disclosed for any purpose other than the express limited and internal purpose for which it was provided by the Successful Bidder.

22. The Successful Bidder shall not assign any person to operate a bus who has been convicted of operating a bus or motor vehicle while under the influence of intoxicating liquor, or of marijuana, narcotic drugs, depressants or stimulant substances or has been convicted of a motor vehicle violation and no such person shall be permitted to perform services under any Contract. If the Successful Bidder becomes aware that any person operating a bus under any Contract has been charged with operating a bus or motor vehicle under the influence of intoxicating liquor, or of marijuana, narcotic drugs, depressants or stimulant substances, or has been charged with a motor vehicle violation, the Successful Bidder shall immediately notify the Town in writing. Upon written notice from the Town, the Successful Bidder shall not permit such person to operate a bus under any Contract and such person shall not be permitted to operate a bus under any Contract.

23. All driver tolls and parking fees shall be paid by the Successful Bidder.

24. The Town will receive invoices for payments on a monthly basis. Payment of invoices for Services Performed will be processed for payment as expediently as possible.

25. The Town reserves the right to inspect proposed vehicles prior to awarding any Contract.

26. Fuel Escalation Clause - The Successful Bidder shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Successful Bidder's cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon. The stated base cost of fuel is \$3.00 gallon.

27. The sections of the Bid will each be individually awarded by the best prices submitted by the lowest responsible and responsive Bidder(s), with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section.

The Town reserves the right to make this type of decision and will analyze even pricing in a trip comparison synopsis. The Town expects that any Bidder will only Bid in sections where it can supply the vehicles needed in the time referred to. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

28. Where, in this Bid, the Successful Bidder is required to charge a layover cost per hour, the layover cost shall begin with the time that the Successful Bidder's vehicle(s) arrives at the trip destination and shall end when the Successful Bidder's vehicle(s) leaves the same trip destination to return to the drop-off location.

29. This project is not covered by the prevailing wage rate. There is no transportation of students to public schools under this contract, unlike what is required under M.G.L. c. 71, §7A.

IV. BID SUBMISSION REQUIREMENTS

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

- 1) A fully executed Bid Form (Attachment A) (which shall include certification of the following:
 - A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)
 - C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
 - E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).

- 4) A fully executed Certificate of Corporate Bidder (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the Bid documents.
- 8) A 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 cost of any Contract with the Town.
- 9) A listing of proposed buses or supporting documentation as to the method of acquiring buses. Documentation for buses to be acquired shall consist of quotations from at least two bus manufacturers stating that the number of buses required for any Contract can be delivered prior to the starting date of any Contract.
- 10) A statement of proposed garaging policy for the buses to be used under any Contract, including location, mechanical facilities, and dispatching capabilities. Each Bidder shall demonstrate that the location of its buses shall allow them to reach the Town of Natick in a timely and consistent manner in all weather conditions. Each Bidder shall provide descriptions of garaging and repair capabilities for buses under the Contract, and have available, if requested, the records of Motor Vehicle Inspections by the Registry of Motor Vehicle Police and Massachusetts State Police for buses garaged and repaired at this facility for the past two (2) years.
- 11) A statement of business experience and references. Each Bidder shall demonstrate that it has business experience with at least three (3) prior similar contracts and that it has positive references on at least three (3) prior similar contracts.
- 12) A statement of company policy on driver and safety training. Each Bidder shall demonstrate that it has developed a company policy on driver and safety training.
- 13) A statement of company policy on drug testing. Each Bidder shall demonstrate that it has developed a pre-employment testing and a random sampling program for employees.

V. SELECTION CRITERIA

In order to be considered a responsible and responsive Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section 4 above.1.

VI. BID SUBMISSION

Sealed Bids, contained in sealed envelopes marked "IFB: Provision of Transportation Services for the Natick Recreation and Parks Department-Bid" will be received until 11:00 A.M. local time, October 25, 2019, at the Procurement Office, 75 West Street, Natick, MA 01760, at which time and place all Bids will be opened.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

After this time they will be opened . **Bids received after that date and time will be rejected.**

VII. SELECTION PROCESS AND AWARD

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

Pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids. A separate award may be made for each category. The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. For this procurement, M.G.L. c. 30B, §2 defines a “responsible bidder” as “a person who has the capability to perform fully the contract requirements and the integrity and reliability which assures good faith performance.” For this procurement, M.G.L. c. 30B, §2 defines a “responsible bidder” as “a person who has submitted a bid ... which conforms in all respects to the invitation for bids...” Id.

The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

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

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

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

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

VIII. COMPLIANCE WITH LAWS

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

it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

IX. INSURANCE

The Successful Bidder shall keep in force throughout the term of 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 requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

X. INDEMNIFICATION

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

XI. PERFORMANCE BOND REQUIREMENTS

The Successful Bidder shall deliver a performance bond in the amount of one hundred (100) percent of the Bid price to the Town within twenty (20) business days after notification of award of Contract by the Town. All Bidders shall verify their bonding capacities before submitting a Bid.

The performance bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

XII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. CRIMINAL BACKGROUND SCREENING

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

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

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

XV. NO SMOKING/USE OF TOBACCO PRODUCTS

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

XVI. INDEX OF ATTACHMENTS

Attachment A - Bid Form

Attachment B - Certificate of Non-Collusion

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

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

Attachment E - Certificate of Corporate Bidder

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

Attachment G - Certificate of Non-Debarment

Attachment H – Contract

Attachment I – Transportation Specifications

**ATTACHMENT A
TOWN OF NATICK
BID FORM**

Printed Name of Bidder: _____

Address: _____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA NOS. _____

Write out all addenda. For example, for three (3) addenda issued, write out "1, 2, and 3." Do not write "3" or "1-3."

Section	Time of Year	Activity	Bid Price	Price YR 1	Price YR 2	Price YR 3
1) School Bus with Driver (65 Passenger)	September – June	<ul style="list-style-type: none"> Nashoba Valley Skiing Sundays Jan – Feb (6 weeks) 2 – 3 Buses 7:15am – 1:15pm Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm 	Cost Per Mile Layover Cost per Hour Minimum Bus	_____ _____ _____	_____ _____ _____	_____ _____ _____
2) School Bus with Driver (65 Passenger)	July & August	<ul style="list-style-type: none"> Camp Woodtrail & Camp Arrowhead (see sample listing below) 	Cost Per Mile Layover Cost per Hour Minimum Bus	_____ _____ _____	_____ _____ _____	_____ _____ _____

Trip (Non Exclusive Sample, May Vary)	# of Buses	Time	Location
Water Country	3	9am – 8pm	Portsmouth, NH
Southwick Zoo	2	9am – 2pm	Mendon, MA
Water Country	3	9am – 6pm	Portsmouth, NH
Canobie Lake Park	3	9am – 7pm	Salem, NH
Blue Hills	2	9am – 3pm	Milton, MA
Kimball Farms	2	9am – 2pm	Westford, MA
Concord Academy	2	9am – 2pm	Concord, MA
Downtown Newport	2	9am – 7pm	Newport, RI
Funtown Splash Town	6	9am – 8pm	Saco, ME
Breezy Waterslides	5	9am – 3pm	Douglas, MA
Total Buses:	30		

3. SCHOOL BUS ONLY (WITH DRIVER) (65 PASSENGER)	Approximately 25 days of in-town use		Cost for Rental Per day. Flat Rate	
				XXXXXXXXXX
				XXXXXXXXXX

Hours 9-3, Monday through Friday, servicing Wilson Middle School and/or Kennedy Middle School

The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)
- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it has been in the bus transportation business on a continuing basis for at least the past five (5) years.

The undersigned understands that, pursuant to M.G.L. c. 30B, §5, the Natick Board of Selectmen shall award one (1) contract, if at all, to the lowest responsible and responsive Bidder, based upon the lowest average cost per mile for services described in Sections 1 and 2 of Attachment I to the IFB for the proposed three (3)-year term, with the make and year of the vehicles and/or past experience with the various Bidders considered when equal pricing situations occur in a various section, within thirty (30) days of the opening of sealed Bids. A separate award may be made for each category. The layover cost per hour and number of buses, though requested in the Bid Form, will not be used in determining the status of the lowest responsible and responsive Bidder. The award of any contract pursuant to this Invitation for Bids shall be subject to appropriation by Natick Town Meeting. The Town reserves the right to cease doing business with the Successful Bidder if it cannot supply vehicles within an awarded section once any contract has been signed between said Successful Bidder and the Town.

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

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal Place of Business

Page 16 of 27

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Name of Bidder

Address of Bidder

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Name of Bidder

Address of Bidder

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER

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

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

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

TOWN OF NATICK

ATTACHMENT F

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

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

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

Name of Bidder

Address of Bidder

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT H
CONTRACT

(SEE ATTACHED DOCUMENT.)

TOWN OF NATICK

ATTACHMENT I TRANSPORTATION SPECIFICATIONS

Section	Time of Year	Activity	Bid Price	Price YR 1	Price YR 2	Price YR 3
1) School Bus with Driver (65 Passenger)	September – June	<ul style="list-style-type: none"> Nashoba Valley Skiing Sundays Jan – Feb (6 wks) 2 – 3 Buses 7:15am – 1:15pm Release Day Trips Varies 2 – 3 Trips Per year 1 – 3 Buses 11:30am – 5:30pm 	Cost Per Mile Layover Cost per Hour Minimum Bus			
2) School Bus with Driver (65 Passenger)	July & August	<ul style="list-style-type: none"> Camp Woodtrail & Camp Arrowhead (see sample listing below) 	Cost Per Mile Layover Cost per Hour Minimum Bus			

Trip (Non Exclusive Sample, May Vary)	# of Buses	Time	Location
Water Country	3	9am – 8pm	Portsmouth, NH
Southwick Zoo	2	9am – 2pm	Mendon, MA
Water Country	3	9am – 6pm	Portsmouth, NH
Canobie Lake Park	3	9am – 7pm	Salem, NH

Blue Hills	2	9am – 3pm	Milton, MA
Kimball Farms	2	9am – 2pm	Westford, MA
Concord Academy	2	9am – 2pm	Concord, MA
Downtown Newport	2	9am – 7pm	Newport, RI
Funtown Splash Town	6	9am – 8pm	Saco, ME
Breezy Waterslides	5	9am – 3pm	Douglas, MA
Total Buses:	30		

3. SCHOOL BUS ONLY (WITH DRIVER) (65 PASSENGER)	Approximately 25 days of in-town use	Cost for Rental Per day. Flat Rate	

			xxxxxxxxxx
			xxxxxxxxxx

Hours 9-3, Monday through Friday, servicing Wilson Middle School and/or Kennedy Middle School

Town of Natick, Massachusetts
Contract
for
the Provision of Transportation Services for the Natick Recreation and Parks Department

This Contract made this _____ day of _____, 2020, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," or "the Town") and _____, a _____ organized under the General Laws of the Commonwealth of Massachusetts, with a principal office located at _____, and a Massachusetts office located at _____ hereinafter designated "the Contractor"). The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide transportation services for the Natick Recreation and Parks Department, as described in the Town of Natick Invitation for Bids for the Provision of Transportation Services for the Natick Recreation and Parks Department ("IFB"), 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.

3. Term

The term of this Contract shall be three (3) years, commencing on July 1, 2020, and ending June 30, 2023.

4. Incorporation of the IFB/Order of Priority of Contract Documents

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

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

5. Payment

In consideration for the services rendered pursuant to the IFB issued by the Town, the Town shall pay the Contractor according to price rate specified in the Contractor's Bid. (Submitted bid form attached.)

The Contractor shall be required to provide current fuel costs from its supplier, together with suppliers invoice showing proof of cost. Should the Contractor's cost of fuel increase above the stated base cost, the Town will reimburse one hundred percent (100%) of the increase on a per gallon usage, based on five (5) miles per gallon.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for equipment delivered 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.

Except as noted in the IFB, this Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's performance shall not be paid by the Town.

Payment of the amounts due under this Contract shall release the Town, 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

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, 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, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of bus operators. 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 any other laws, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this 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 coverage's 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, \$5,000,000 each occurrence and \$5,000,000 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 - Combined single limit of \$5,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$20,000,000 each occurrence and \$20,000,000 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 Owner 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 this Contract.
- h. The Contractor shall also be required to provide with its proof of insurance coverage to the Town of Natick endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate

termination thereof.

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, 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 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 Conditions of Contract

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

12. Performance Bond

The Contractor shall deliver a Performance Bond in the amount of one hundred (100) percent of the Contract price to the Town within twenty (20) business days after notification of acceptance of Contract by the Town. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of this Contract, or any extension or renewal thereof.

13. 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 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 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 under this Contract.

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 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 Owner:

William D. Chenard
Deputy Town Administrator - Operations
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 Owner shall constitute a waiver of a right or duty afforded to the Owner 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 Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner 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 Owner 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 Owner 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 Owner has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Owner vis-à-vis the media or the public at-large without the Owner's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Owner, in writing, the names, addresses and telephone numbers of not fewer than two principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their 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 Owner.
- 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 Town of Natick, Massachusetts

by: The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

Name of Contractor

by:

Signature

Printed Name

Printed Title

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: _____

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.

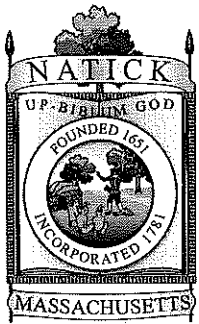
I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and
has not been changed or modified in any respect.

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 A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works
Gregory Eldridge, P.E., Vice President, Haley & Ward

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 5, 2019

SUBJECT: CONTRACT AWARD
W155 – Broad Hill Water Tank Mixer and Appurtenances

On October 31, 2019, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the Broad Hill Water Tank Mixer and Appurtenances in the Town of Natick, Massachusetts. Bids were received from one (1) bidder. (See attached.)

DN Tanks, Inc., 11 Teal Road, Wakefield, MA 01880, is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to DN Tanks, Inc. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$114,950.00, as provided for in DN Tanks, Inc.'s bid. We have reviewed the bids received and have checked the references and qualifications of DN Tanks, Inc. Mr. Gregory Eldridge, Vice President of Haley & Ward, the Town's on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached.

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

Bids Received:	10/31/19
Newspaper Advertisement (<u>Metrowest Daily News</u>):	10/11/19
Town Hall Posting:	10/07/19
Website Posting:	10/07/19
Central Register:	10/16/19
COMMBUYS Posting:	10/07/19

Funding: FY2019 – FATM – Article 14B \$114,950.00 – ACCT 65-56-02 5-88000

- Bids Received: See attached.

IFB Opening Form

Date & Time: October 31, 2019, 11:00 A.M. EDT

[illegible]

Witness Signature:

10-31-19
 Mr. [Signature]
 10-31-19

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-155

BROAD HILL WATER TANK MIXER AND APPURTENANCES

AGREEMENT

THIS AGREEMENT made this eighteenth day of November in the year 2019, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by the Natick Board of Selectmen, and

DNTank, Inc., having an address
of 1292, 11 Teal Rd. Woburn doing business as a (Corporation, Partnership or Individual) hereinafter
called "CONTRACTOR." MA 01880

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The Broad Hill water tank mixer and appurtenances project consists of full interior and exterior tank inspection of the two concrete reservoirs, installation of a submersible mixer in the Broadhill concrete reservoir, including all appurtenances; installing new roof hatch with concrete curb. All work inside tank to be completed by a diver(s). The tank will not be drained for the work. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Haley and Ward, Inc., who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete within one hundred and ten (110) consecutive calendar days thereafter and all work to be completed within one hundred and twenty (120) consecutive calendar days thereafter. Therefore the date all work will be completed is _____, 20__.

(To be filled out by the engineer, accurately to the date in the Notice to Proceed)

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred dollars (\$400.00)** for each day that expires after Substantial Completion date and **Eight Hundred dollars (\$800.00)** after Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

(To be completed by the Engineer, with quantities in the bid.)

CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1	L.S.	\$ _____	\$ _____
2.	Mixing System	1	L.S.	\$ _____	\$ _____
3.	Roof Hatch and Concrete Curb	1	L.S.	\$ _____	\$ _____
4.	Tank Full Inspection	1	L.S.	\$ _____	\$ _____

TOTAL CONTRACT AMOUNT

\$ 114,950.00

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "Broad Hill Water Tank Mixer and Appurtenances": Drawing Numbers 1-3

8.13 Addenda numbers 0 to 0, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

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 the Contract.

ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker’s compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. 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 any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

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

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and 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.

11.14. 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.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

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

11.17. 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 WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and the Comptroller.

OWNER:
Town of Natick, Massachusetts

The Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

CONTRACTOR:
D.N. Taulis, Inc.

Printed Name of CONTRACTOR

Signature

Printed Name

Printed Title

Dated: _____

CORPORATE SEAL

Attest

Owner Address for giving notices:

Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

Contractor Address for giving notices:

President DNTaulis, Inc.
1292, H Teal Rd.
Wahkefield MA 01880
Wahkefield

CERTIFICATE 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 Agreement is available therefore, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Date

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

Karis L. North, Esq.

Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I, _____, Clerk of _____, a _____
corporation organized pursuant to _____ state law, which maintains its principal office at
_____ hereby certify that at a meeting of the Board of Directors of
_____ (the "Corporation") duly held on _____, _____, at which
(Date must be earlier than Agreement)

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ be and hereby is

(Name of Officer authorized to sign for Corporation)

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such _____
to be valid and binding

(Name of Officer)

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that

(Name of Officer)

is duly elected _____ of said Corporation.

(Title)

Signed: _____

Printed Name:

Printed Title: (Clerk- Secretary)

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____

(Name and Title of Officer)

Date: _____

In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-155

BROAD HILL WATER TANK MIXER AND APPURTENANCES

Contractor's Certification

Name of Project _____

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that

1. it intends to use the following listed construction trades in the work under the contract
_____; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Contractor)

Printed Name

Printed Title

Date

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-155

BROAD HILL WATER TANK MIXER AND APPURTENANCES

Subcontractor's Certification

Name of Project _____

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

_____certifies that

1. it intends to use the following listed construction trades in the work under the contract
_____; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Subcontractor)

Printed Name

Printed Title

Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Insert contractor
Bid
before Project Manual

ITEM TITLE: 2020 Parking Fees

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from Natick Center Associates	11/14/2019	Cover Memo
Business Parking Permits Recommendations	11/16/2019	Cover Memo
Commuter Parking Permit Recommendations	11/16/2019	Cover Memo



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

November 14, 2019

Natick Board of Selectmen
Natick Town Hall
13 E. Central St.
Natick, MA 01760

Re: Local Business Parking Permit Rates

Dear Natick Board of Selectmen,

On behalf of Natick Center Associates/ Natick Center Cultural District, and our membership we are writing in support of maintaining the local business employee parking permit rates as they are currently.

One of the main reasons for keeping off-street parking affordable is to encourage those who work all day in the downtown area to purchase the permits and park in designated lots to free up on street parking for patrons of the businesses.

With the changes being contemplated in the parking rates/rules/App, we will noticed much more traffic in the off-street lots for the all-day employees. If there were to be in an increase in rates, we are concerned that less permits will be purchased, and employees will return to using on-street parking.

Thank you for your consideration in this important matter.

Sincerely,

Arthur B. Fair, III, President
Natick Center Associates



To: Select Board
From: M.Malone
cc: B. Chenard, J. Townsend, S. O'Brien
Date: November 15, 2019
Re: Business Parking Permits 2020

For calendar year 2019, 310 parking permits were issued at a cost of \$375 each. I am recommending increasing the business permits to \$385 annually. Below is a breakdown of permit fees and costs for calendar year 2020:

The Town issued approximately 310 passes @ \$385 per permit	119,350.00
Snow and ice removal	(25,477.88)
Administrative cost (insurance, staff, enforcement, and misc. costs) (includes Town insurance, staff time, enforcement, & miscellaneous)	(10,000.00)
Estimated insurance \$ 400.00	
Estimated town staff time \$ 1,000.00	
Estimated enforcement \$ 3,600.00	
Miscellaneous \$ 5,000.00	
 Estimated cost of actual permits (ceiling limit of 400 permits)	 (1,176)
Estimated Town Revenue	\$82,696.12

Discussion & Decision

The proposed increase is nominal over the course of an entire calendar year and continues to provide our business owners with convenient parking options in our downtown.



To: Select Board

From: M.Malone

cc: B. Chenard, J. Townsend, S. O'Brien

Date: November 15, 2019

Re: Commuter Parking Recommendation 2020

The Town maintains a lease with the Roman Catholic Archbishop of Boston through December 31, 2020 for the South Ave. lot. This lease provides the Town with 102 possible parking spots. There are 94 parking spots in the actual lot and 8 off-street parking spots. Currently, there are no assigned parking spots for permit holders. The Town is responsible for clearing snow and ice from the premises, and has some liability if someone were to slip and fall on the premises as well. The lease cost for calendar year 2020 is \$58,582.84

Below are the actual and estimated expenses related to issuances of the 102 parking spaces:

Actual calendar year Lease cost between the Town and Archbishop	\$ 58,582.84
---	--------------

Estimated annual cost to plow permitted spots (based upon an estimate of 24 storms per year and DPW costs)	\$ 13,894.93
---	--------------

Estimated Cost of permits (total 102 permits)	\$ 300.00
---	-----------

Administrative cost (insurance, staff, enforcement, and misc. costs)
\$10,000.00 (includes Town insurance, staff time, enforcement, &
miscellaneous)

Estimated insurance	\$ 400.00
Estimated town staff time	\$ 1,000.00
Estimated enforcement	\$ 3,600.00

Miscellaneous & possible cost over-runs \$ 6,575.00

Estimated Town Cost **\$ 84,352.77**

Below is the list of neighboring communities and the cost of their respective parking fees and parking spot availability:

	Resident	Non-resident	One-rate
Wellesley (224 spots available)	480	1,080	n/a
Needham (35 spaces, Needham Center)	n/a	n/a	200
Framingham – Pearl	780	960	n/a
Framingham - Waverly	n/a	n/a	1,080

Recommendations & other considerations:

Based upon actual and estimated cost to be incurred by the Town of Natick, and neighboring commuter parking cost and availability, I recommend increasing commuter parking rates from \$825 to \$830 (residents) and maintaining a rate of \$1,200 (non-resident) per year. The estimated revenue from the commuter permits is \$84,660, which leaves the Town with \$307.23 excess between collected permitting fees and estimated expenses. Given the demand by Natick residents there has been no non-resident permits sold in the last year, and would anticipate that trend will continue in 2020.

ITEM TITLE: Capital Plan/Large Projects

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from M. Malone	11/16/2019	Cover Memo
Financial Indicator and Trend Analysis	11/16/2019	Cover Memo
Large Capital Projects	11/16/2019	Cover Memo
Power Point Presentation	11/16/2019	Cover Memo
Debt Schedule	11/16/2019	Cover Memo



To: Select Board

From: M.Malone, Town Administrator

cc: B.Chenard, J.Townsend, S.O'Brien, J.Gadson

Date: November 15, 2019

Re: Capital Planning 2020-2025

Since 2014 -2018, the Town has spent between 7.5 million to 9.2 million dollars annually on capital. (Please see Attachment A Financial Indicators, page 11 for specific year spend, this includes capital borrowing within levy, and does not incorporate debt excluded projects). The Capital Improvement Program for 2020-2024 is located at <https://www.natickma.gov/DocumentCenter/View/7559/FY-2020-2024-Capital-Improvement-Plan>

Additionally, attached is a schedule of capital items that become “paid in full” between fiscal years 2020-2025 delineated by project, principal, and interest. Attachment B. Stated another way the attached debt schedule represents the bond payments that cease in a given year. It is not the actual capital spend and we are working on what the bond payments translates into by way of principal borrowing for our discussion to give you greater clarity. The debt schedule includes within levy and excluded levy debt.

By way of macro-perspective, I have also attached a presentation from August 2018 that I made to this Board regarding existing outstanding debt and explanation for the debt structure for the Kennedy Middle School and West Natick Fire Station. Attachment C. As you may recall, the debt exclusion for the Kennedy Middle School was voted in the Spring of 2018 by Town Meeting and our residents. At the same time, we had the West Natick Fire Station (WNFS) in design but funding not confirmed. There was no determined course on how to fund WNFS that began at less than 9 million and in real time stood at 15.6 million dollars. One of the many variables I considered in trying to design a solution including analysis of retiring debt. The hybrid borrowing structure that ultimately was used for the projects was very much born from the “tighter” fiscal years 2020-2024. Please see Attachment C, page 2 for the debt schedule.

The final attachment of this packet relates to projects that either were or currently are on the Capital Plan for the FYs 21-26 that over the course of 5 years exceeds 750k. Attachment D. For the Capital Plan to have meaning the items on the plan must have corresponding and real funding sources.

In the course of the last 5 fiscal years, (FY15-20) the Town's debt per capita/household has risen from 7.19% to 10.44%. These figures documents our exponential growth and need for an extraordinarily thoughtful plan for our capital spend. (Please see Attachment A, page 12 for the debt per capita 2015-2000). Moreover, placing the debt service in comparison to revenue is necessary because when debt service (or any liabilities such as pensions) increases dramatically it crowds out other present needs like human capital costs that are not borrowed but rather raised from tax levy.

Initial questions to consider for discussion:

1. How does the current capital spend align with the Board's Values and Vision?
2. Does the Board have a requested priority of spend given immediate needs in the community?
3. Are there capital items on the > 750k Capital List that the BOS believes because of cost and/or function should be removed?
4. What is the Board's tolerance or willingness to create public private partnerships to be able to assist in funding some of the more costly capital items for the community, such as the Cole Center? And, if the Board is willing to do this, who and/or what entity should take the leadership role in this endeavor.

Financial Indicator & Trend Analysis



Board of Selectmen
September 16, 2019



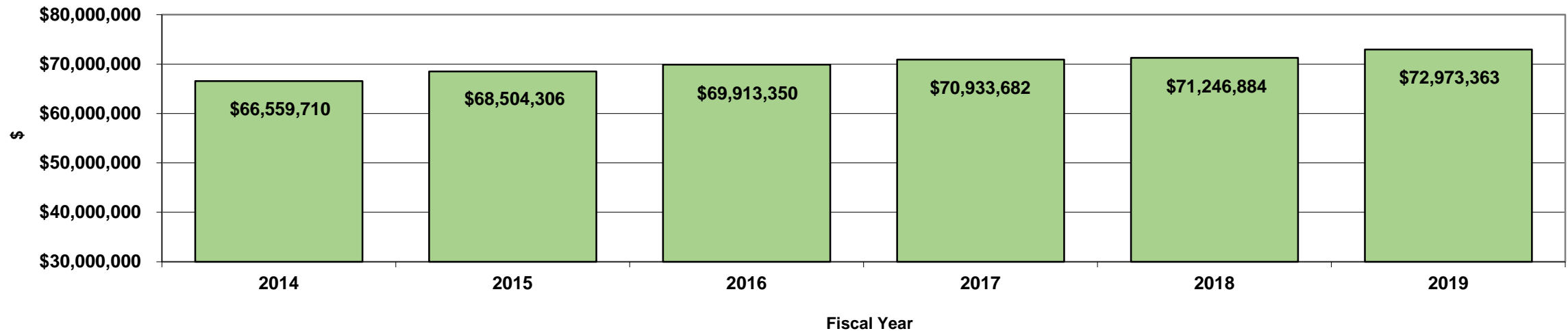
- **Financial Indicators:**

The purpose of the financial indicators is to provide recognizable and impactful measures that help to the financial well-being of the Town. Overall Natick remains in a stable fiscal condition

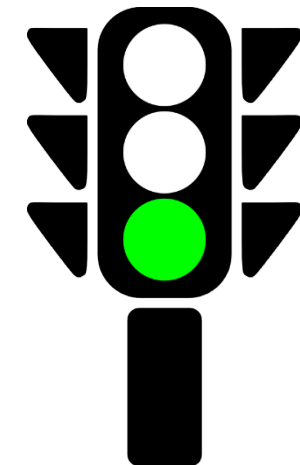
The following slides contain 15 measures plus supplementary information to provide context to the financial health of the Town. Each slide has a graph, a trend guideline, analysis, and a traffic light for measures (green – favorable, yellow – marginal, red – unfavorable).



Property Tax Revenues less debt exclusions (constant dollars)

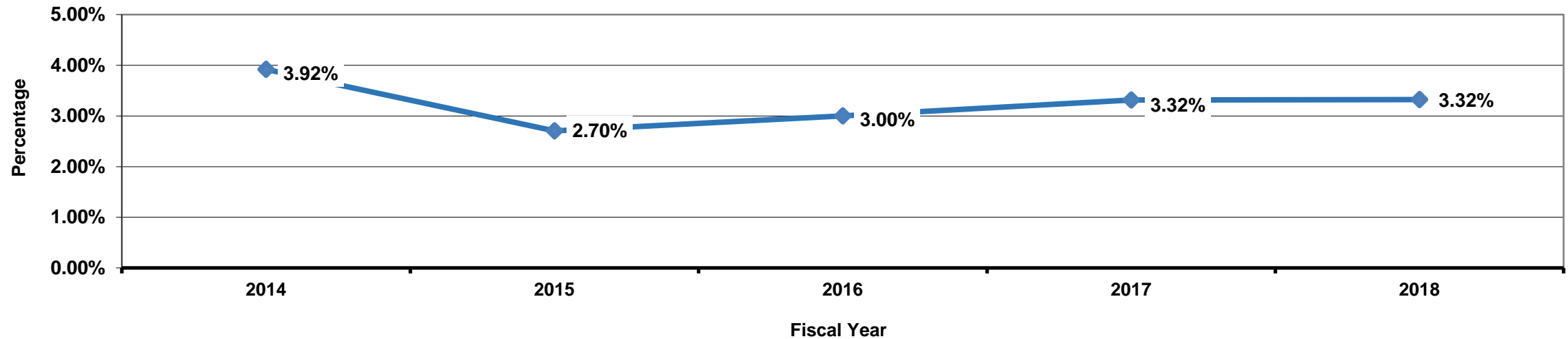


- **Trend Guideline**: A decline in property tax revenues (constant dollars) is considered a warning indicator.
- **Analysis**: Property tax revenues are analyzed separately because it is the Town's primary revenue source for both operating and capital spending. Increases due to overrides, while enhancing the Town's ability to deliver services, must be weighed against the impact on taxpayers ability to pay. Significant increases to property tax revenues are derived from new growth and overrides.

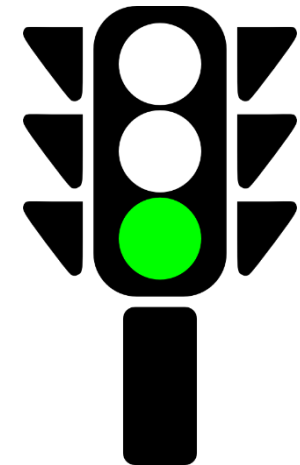




Uncollected Taxes as a Percentage of Net Property Tax Levy

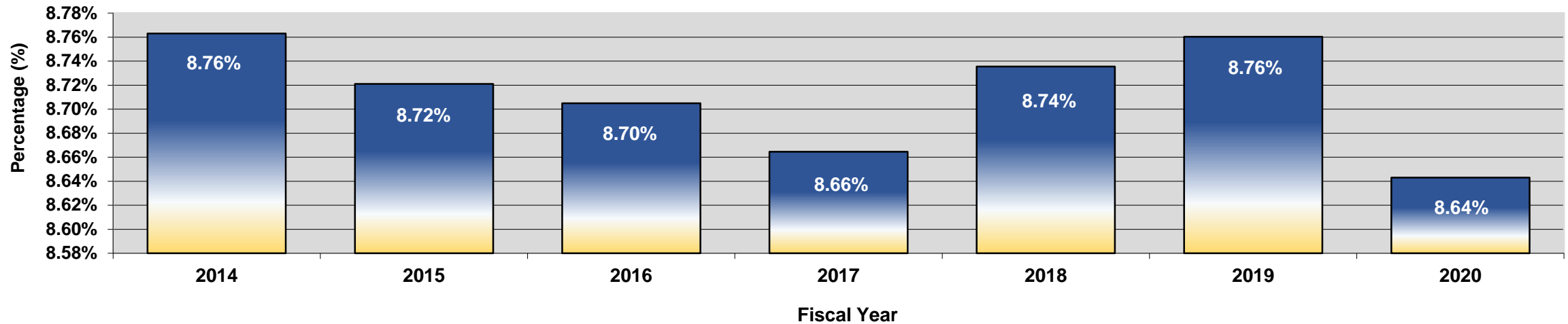


- **Trend Guideline:** Uncollected property taxes (as a percent of the tax levy) of 5 – 8% is considered a warning indicator by bond rating agencies.
- **Analysis:** If uncollected taxes remain between 5-8% of a community's net tax levy (tax levy less overlay) or the trend shows uncollected taxes increasing, a town is in a weak financial position in terms of tax collection. This may be a consequence of a weakness in the local economy or a result of inadequate tax collection procedures. An increasing percent of uncollected taxes would lead to long-term cash flow problems for the community. If left unchecked, inadequate cash flow would impact a community's ability to pay its obligations (debt or otherwise) on time, or force it to defer necessary purchases. Natick has a continued strong trend of excellent tax collection.





State Aid as a % of operating revenues

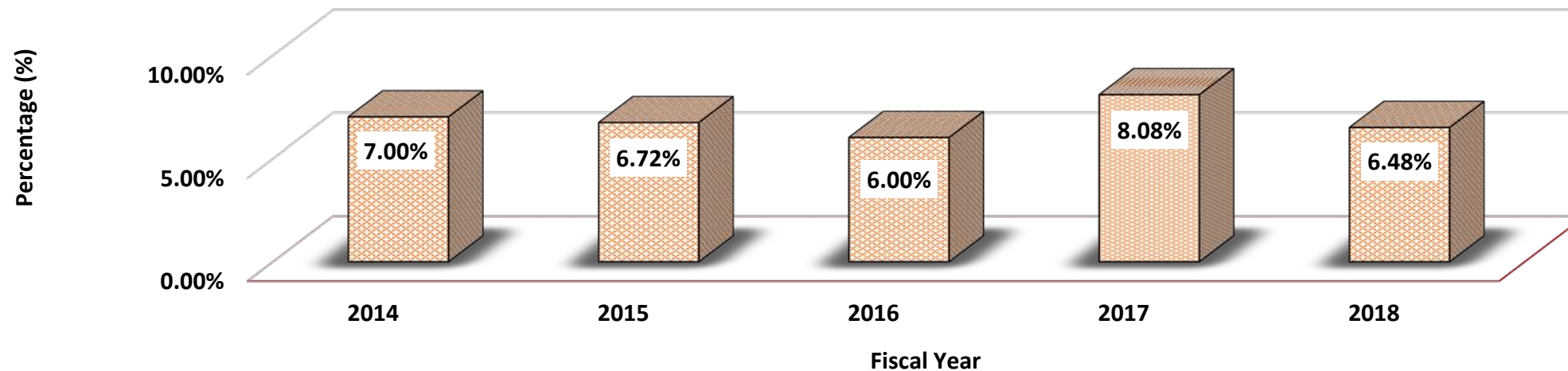


- **Trend Guideline:** Reductions in State Aid as a percentage of operating revenues is considered a warning indicator particularly if the Town does not have adequate reserves to offset reductions.
- **Analysis:** Designed to fund a variety of local services (education, veterans, and general operations), State Aid is an important component of the overall revenue picture. Any decline in State Aid is troublesome as towns have become somewhat reliant on such revenue, which is not guaranteed. In recent years (FY18 – FY20) Natick has experienced moderate increases to Net State Aid (Revenues – Charges & Offsets) of an average increase of over 3%. As a percentage of the budget Net State Aid revenues comprise over 8.5% of the operating budget.





Economic Growth Revenues as a % of Operating Revenues

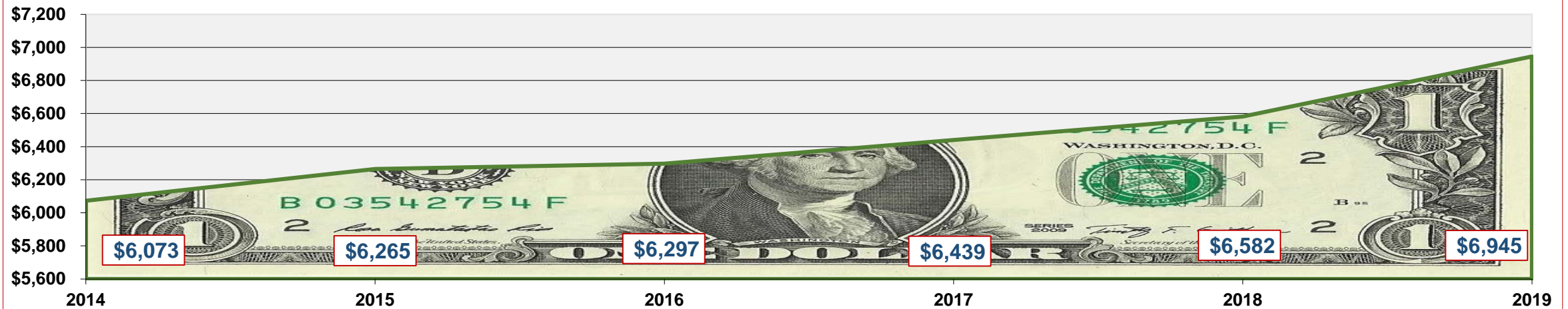


- **Trend Guideline:** Decreasing economic growth revenues as a percentage of net operating revenues is considered a warning indicator.
- **Analysis:** Revenue related to economic growth include classifications such as: permit fees, new tax levy growth resulting from new construction, and items such as motor vehicle excise taxes. A decrease in building permit fees may be a leading indicator of smaller future increases in the tax levy. Despite the inherent nature of this indicator to fluctuate with the economy, inflation and other influences, Natick has been fortunate to have consistently maintained approximately 7%. In recent years economic growth revenues have been substantial (MathWorks, and residential remodels), but it's difficult to bank on historical numbers due to the volatility of the construction market.





Operating Expenditures Per Household (constant dollars)

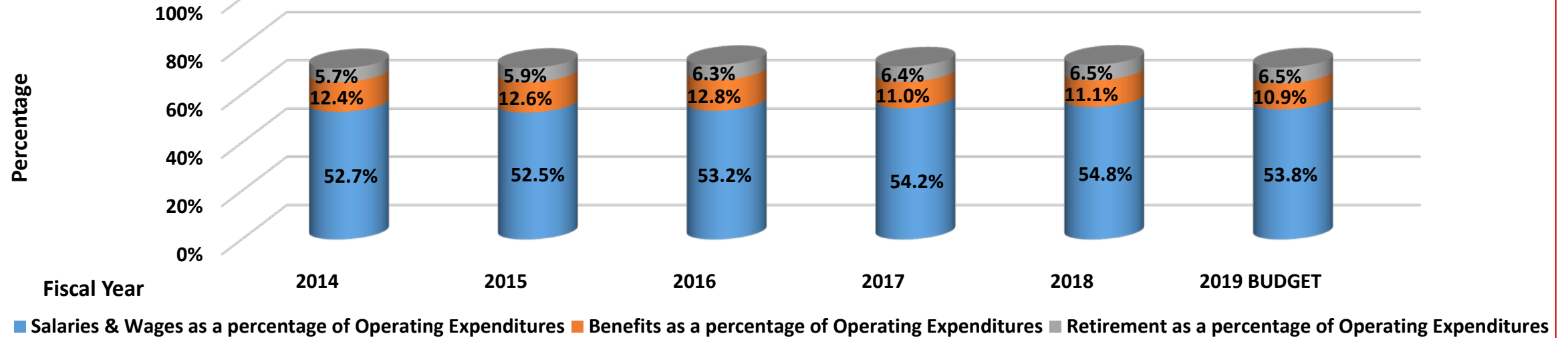


- **Trend Guideline:** Increasing net operating expenditures per household, in constant dollar, may be considered a warning indicator
- **Analysis:** Increasing operating expenditures per household can indicate that the cost of providing services is potentially outpacing taxpayer's ability to pay, especially if spending is increasing faster than household income. Increasing expenditures may also indicate that the demographics of the Town are changing, requiring increased spending in related services. In the aggregate from FY15 – FY19 the operating expenses per household has increased an average of 2.73% annually.





Salaries & Benefits as % of Operating Expenses

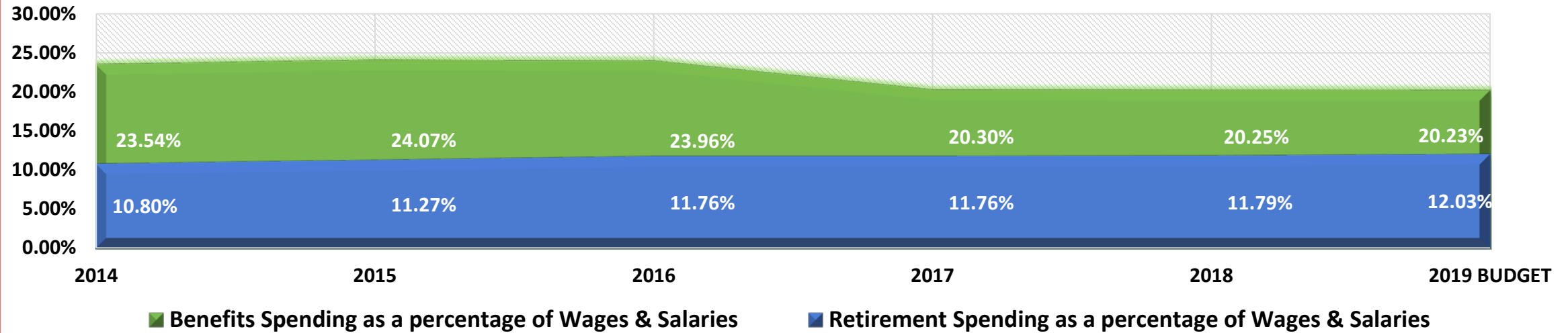


- **Trend Guideline:** Increasing personnel costs as a percentage of total spending is considered a warning factor. This graph represents municipal and school departments combined.
- **Analysis:** Increasing salaries and wages as a percent of operating expenditures may be an indicator of two trends: 1) First, it may point to future pension and health insurance costs since both of these items are related to the number and compensation level of employees. 2) Second, if salaries and wages as a percent of operating expenditures are increasing, it may be an indicator that the Town is not adequately funding its capital needs or of deferred maintenance of the Town's infrastructure. As a percent of operating expenses, municipal and school departments have been consistent in using approximately 72% of the operating budget for these expenses. Staffing increases (especially benefit eligible) could impact these ratios significantly.





Benefits Spending as a Percentage of Wages & Salaries

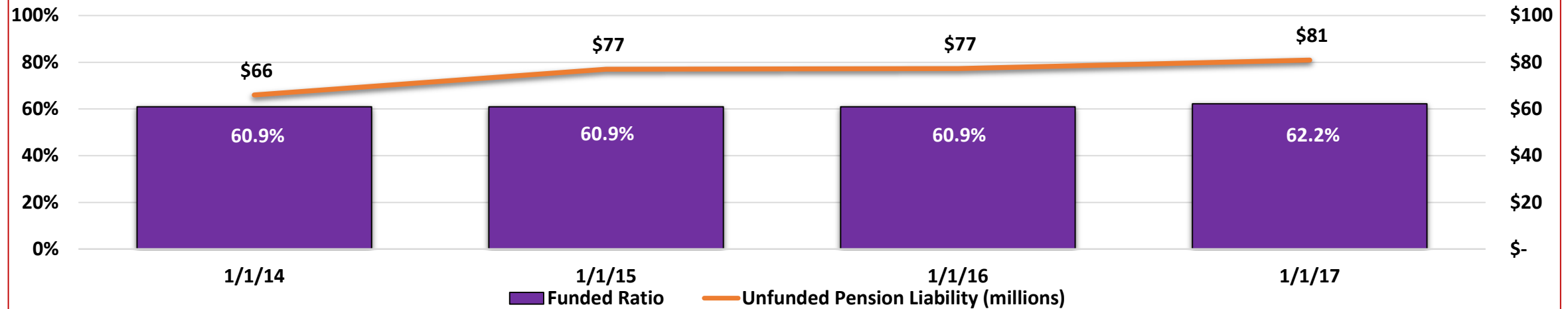


- **Trend Guideline:** Increasing benefit costs as a percentage of wages and salaries is considered a warning indicator
- **Analysis:** This indicator demonstrates significant growth in health care costs. Natick has been able to find savings in recent years by restructuring health plans from Rate Savers to Benchmark as well as High-Deductible plans. Even with those changes, premiums increased by 5 - 9.5% from FY19 to FY20. The increase in health care costs means valuable available funds for other purposes are being spent to maintain an existing benefit.





Pension Liability (% funded) & Unfunded Pension Liability

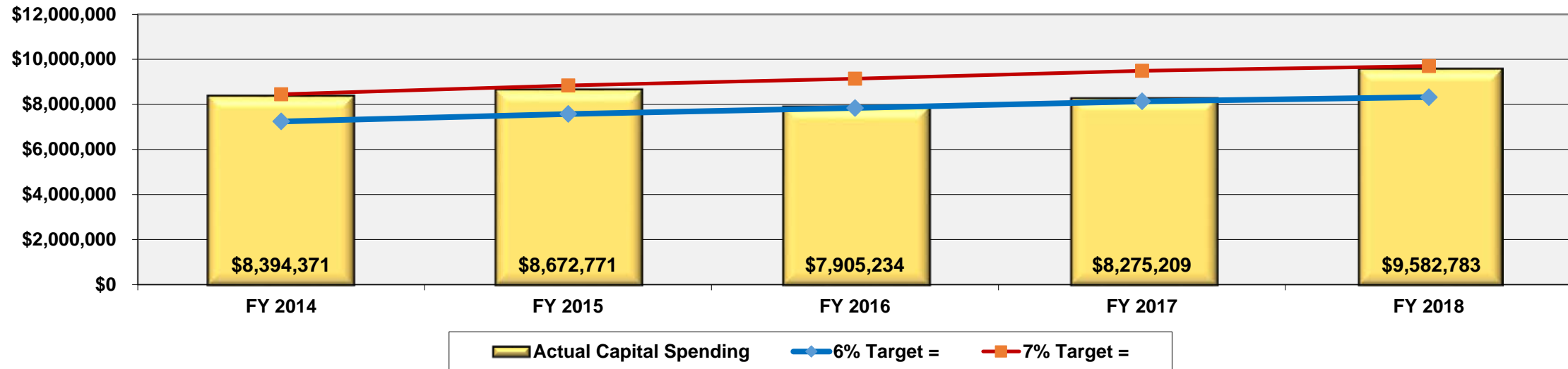


- **Trend Guideline:** An unfunded pension liability or increase in the unfunded liability is considered a warning indicator.
- **Analysis:** As of January 1, 2017, there were 1,179 participants in the Natick Retirement System - 644 active, 138 inactive and 397 retired participants and beneficiaries. Town Meeting appropriates an annual contribution to the system as determined by an actuarial study. For FY20 the budget appropriation for the Town of Natick Retirement System was over \$10M.

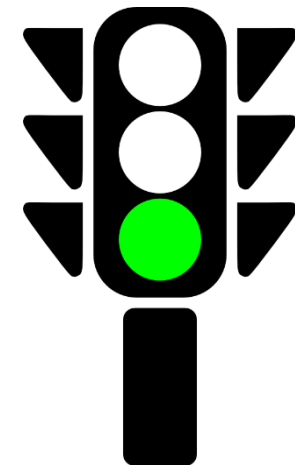




Capital Replacement & Renewal: Actual vs. Targets, FY 2014-2018

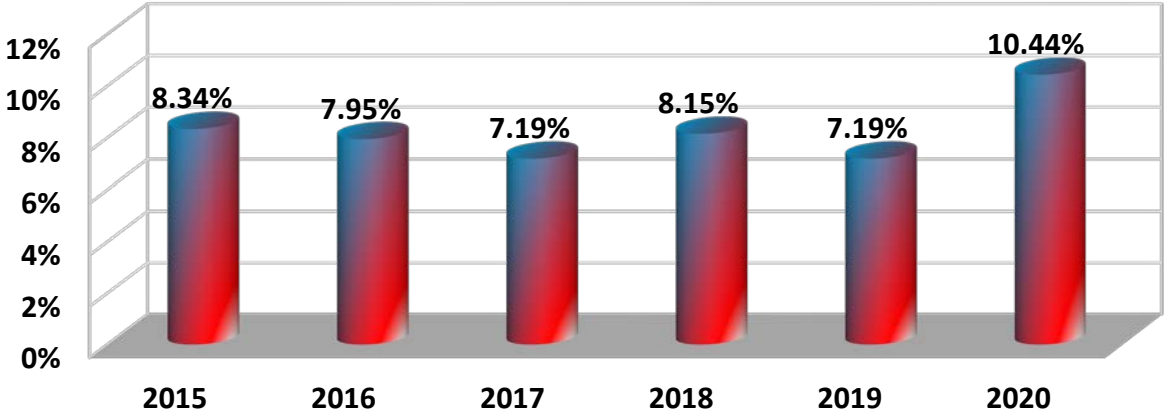


- **Trend Guideline:** A three or more year decline in capital spending from operating funds as a percentage of gross operating revenues is considered a warning indicator.
- **Analysis:** Timely replacement of capital equipment and infrastructure benefits the community in the long-run as it increases efficiency and keeps maintenance costs lower while providing better facilities to the general public. A decline of spending on capital over a three-year period is considered a warning sign by industry standards.

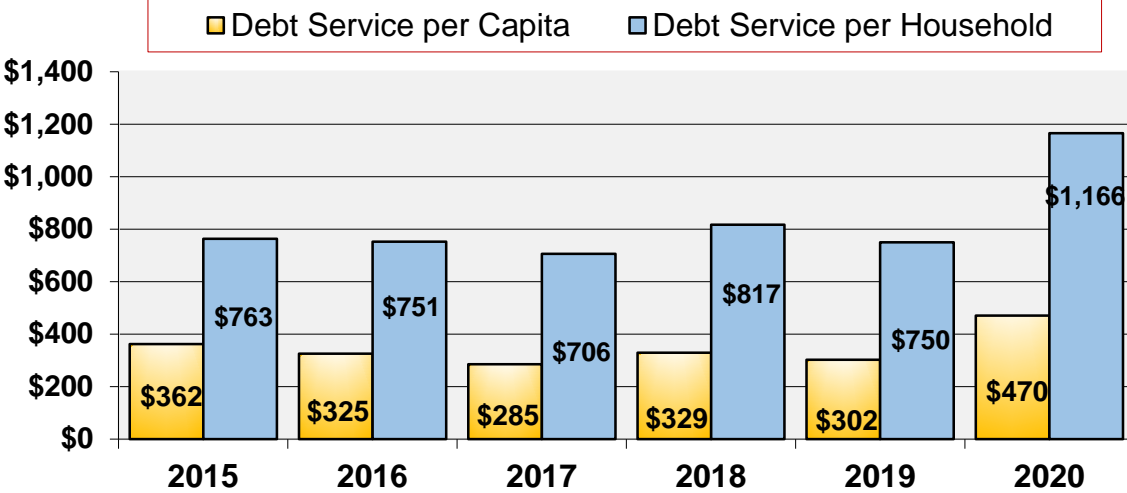




Debt Service as a % of General Fund Revenue



Debt Service per Capita/per Household

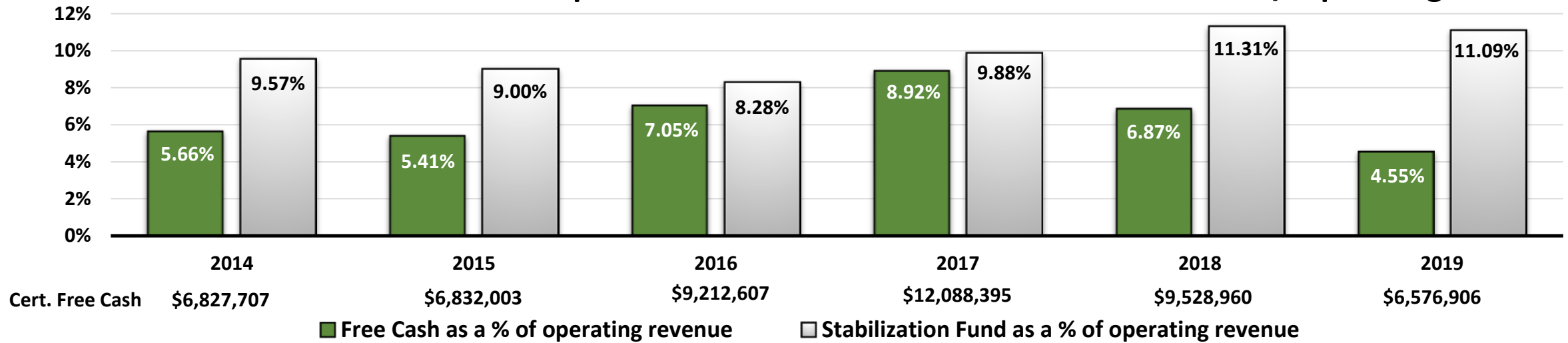


- **Trend Guideline:** Debt Service exceeding 20% of operating revenues is considered a significant warning indicator by the credit rating agencies.
- **Analysis:** Debt is the chief financing tool utilized by municipalities to continually replace and maintain its capital infrastructure. It is important to monitor how much debt the town has and determine what impact the amount of debt service has on the operating budget and the taxpayers.

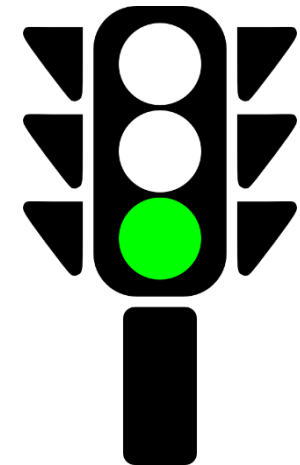




General & Operational Stabilization and Free Cash Balances / Operating Revenue

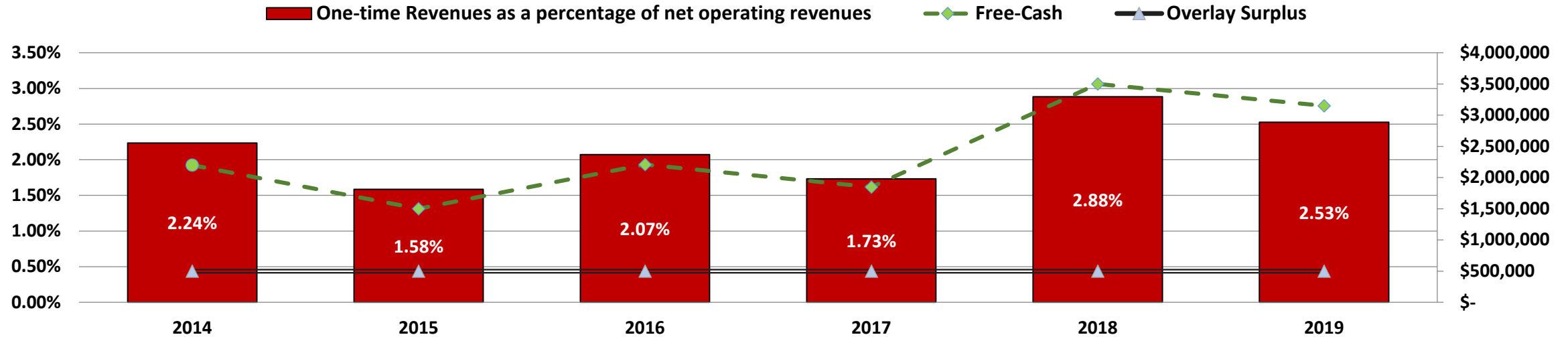


- **Trend Guideline:** Declining reserves as a percentage of operating revenues is considered a warning indicator. GFOA recommends undesignated fund balance be 5-15% of operating revenues.
- **Analysis:** Reserves can be used for many different purposes. Primarily, reserves are used to buffer against service reductions due to economic downturns or major emergencies. AAA communities are expected to maintain reserve positions between 8-15% of net operating revenues.

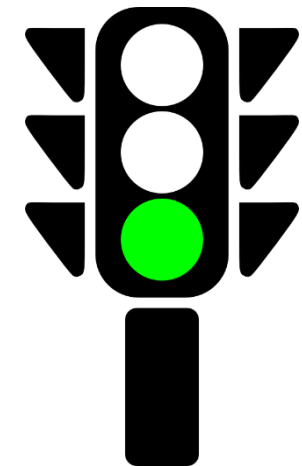




One-Time Operating Revenues / Net Operating Revenues & One-Time Trends

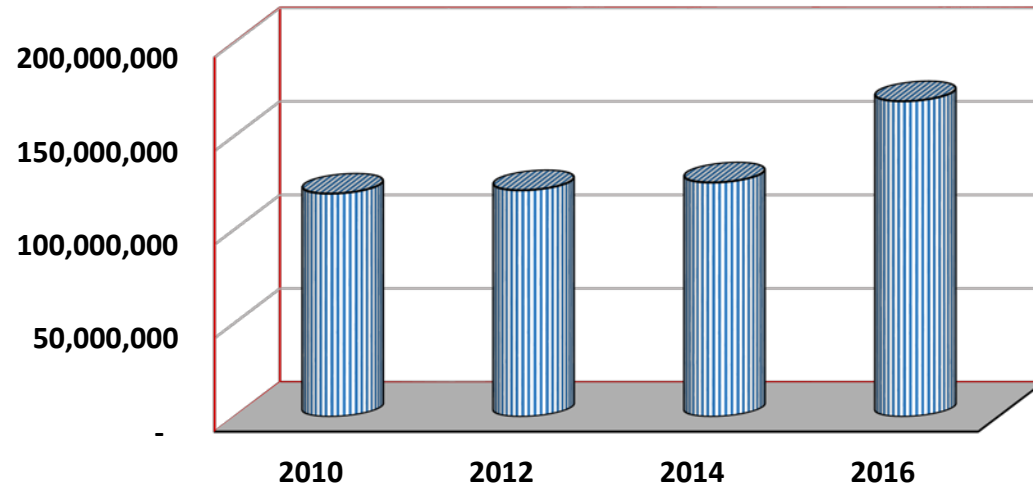


- **Trend Guideline:** Increasing use of one-time revenues as a percentage of operating revenues is considered a warning indicator.
- **Analysis:** Municipalities may utilize reserves and one-time revenues to balance annual operating budgets, sustain programs in times of economic downturn, or fund one-time expenses. As a general rule, however, one-time revenues should not be used to sustain ongoing operations because they exist only once and then they are depleted.

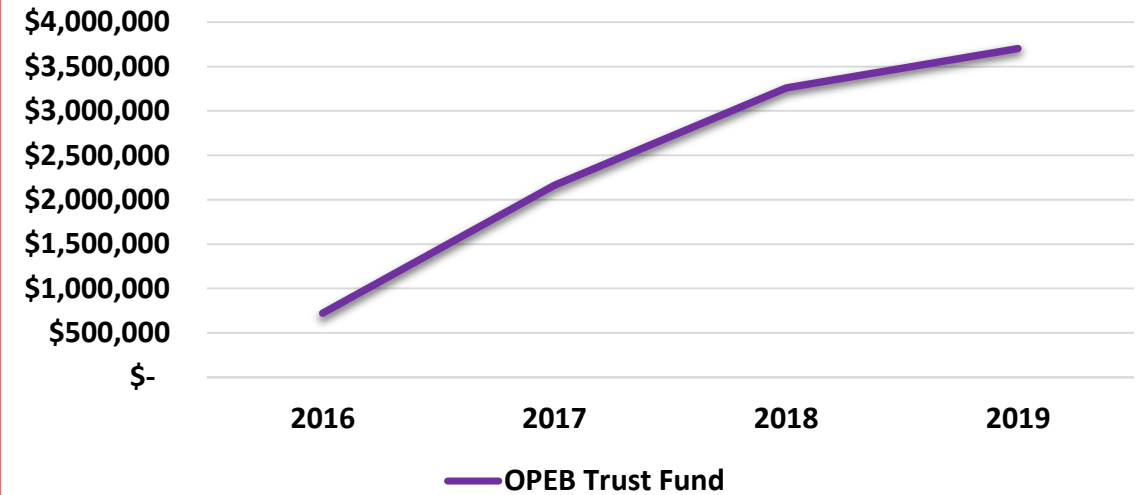




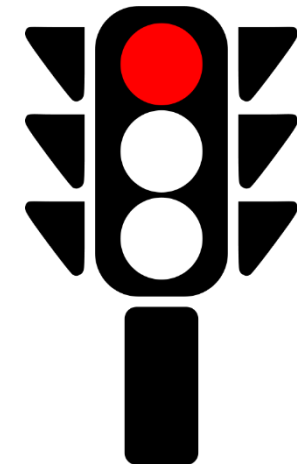
OPEB UAAL



OPEB Trust Fund

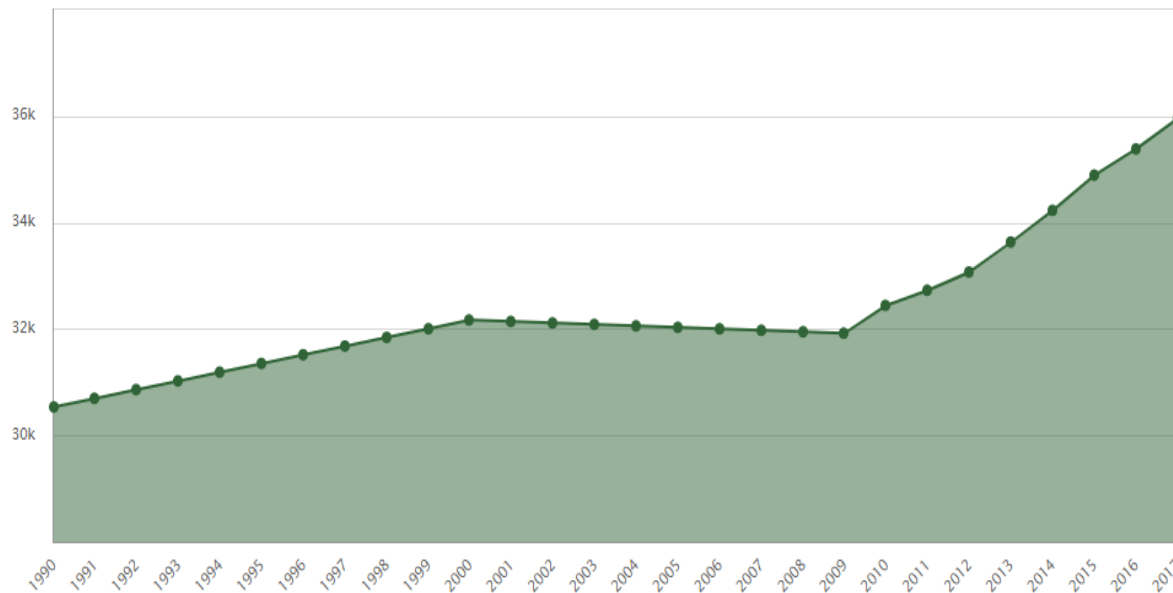


- **Trend Guideline:** An unfunded OPEB liability or increase in the unfunded liability is considered a warning indicator.
- **Analysis:** OPEB (Other Post-Employment Benefits) are healthcare and life insurance benefits provided by the Town for retirees (including schools). As of July 1, 2016, the unfunded actuarial accrued liability (UAAL) was approximately \$168M.



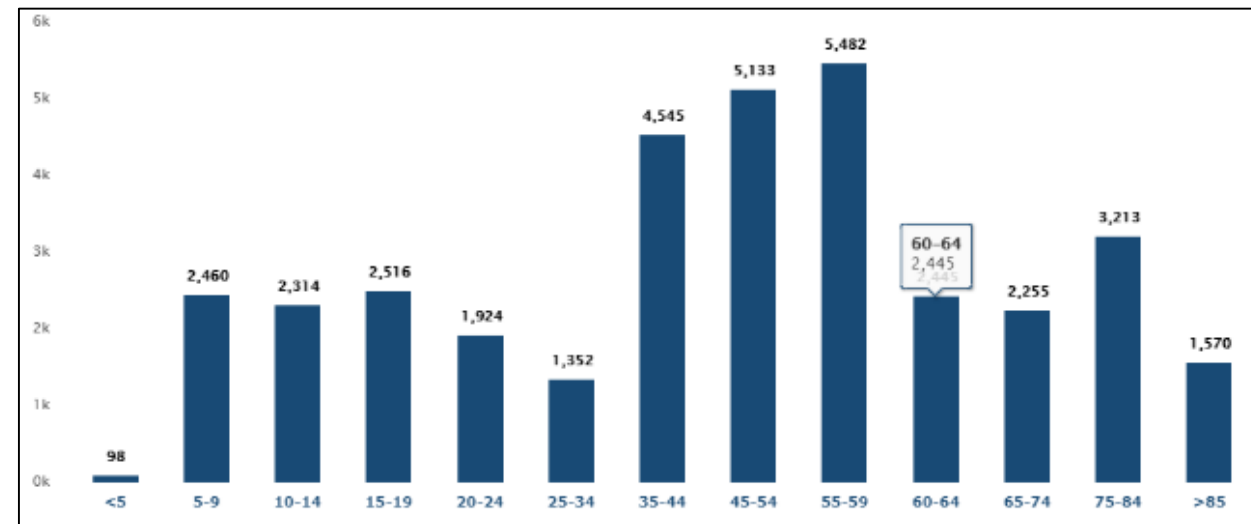


Population



* Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census

Population by Age Group

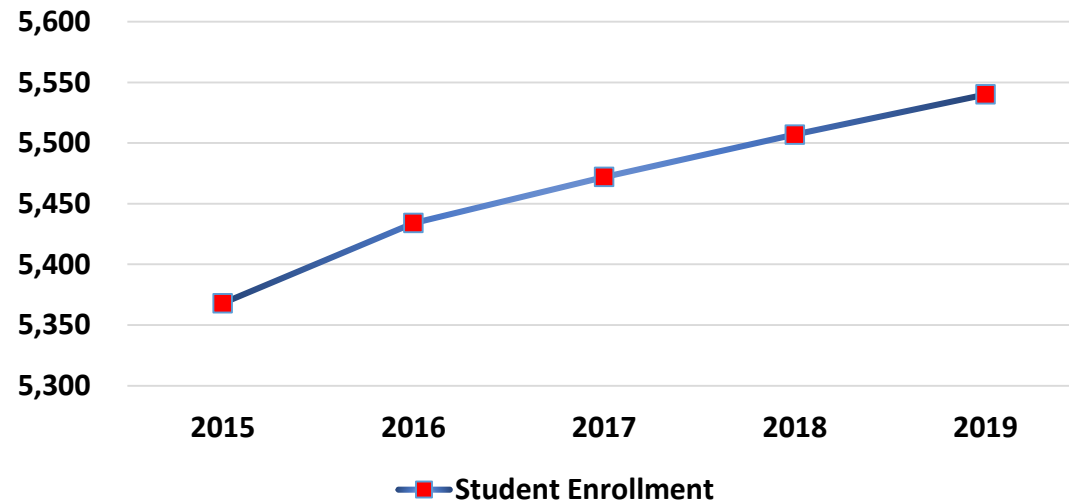


- **Trend Guideline:** Rapid changes in population which may affect service levels may be considered a warning indicator
- **Analysis:** Population has steadily increased in recent years and remains fairly balanced across age groups.

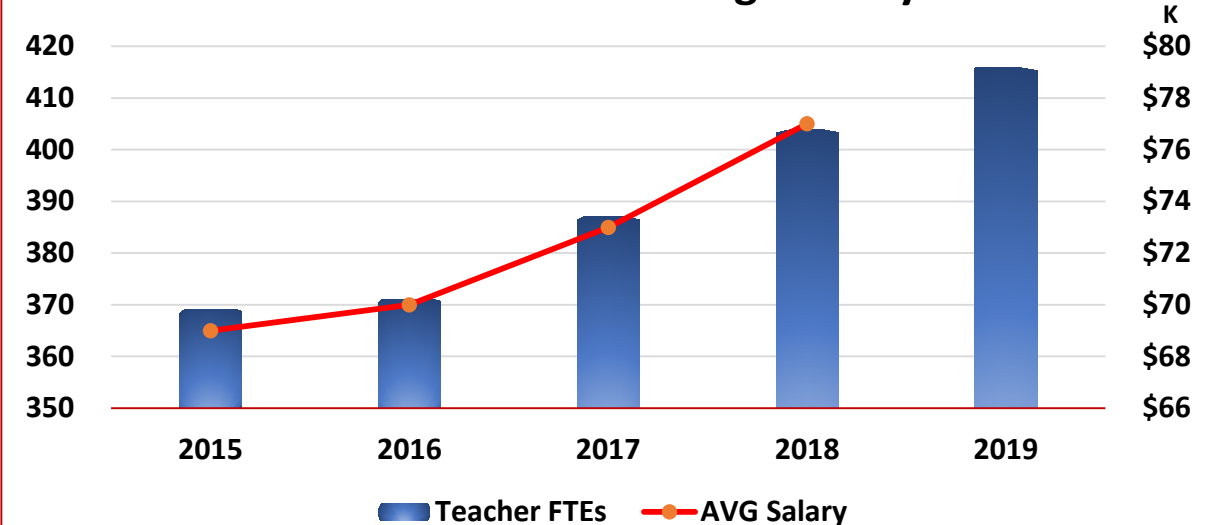




Student Enrollment



Teacher FTEs & Average Salary



- **Trend Guideline:** Rapid changes in school enrollment may affect service levels may be considered a warning indicator. (Above graphs Student Enrollment and Teacher FTE & Average Salary pulled from Resource Allocation and District Action Reports RADAR)
- **Analysis:** Similar to municipal services with increases in population, increases in student enrollment put pressure on operating budgets to provide quality education.





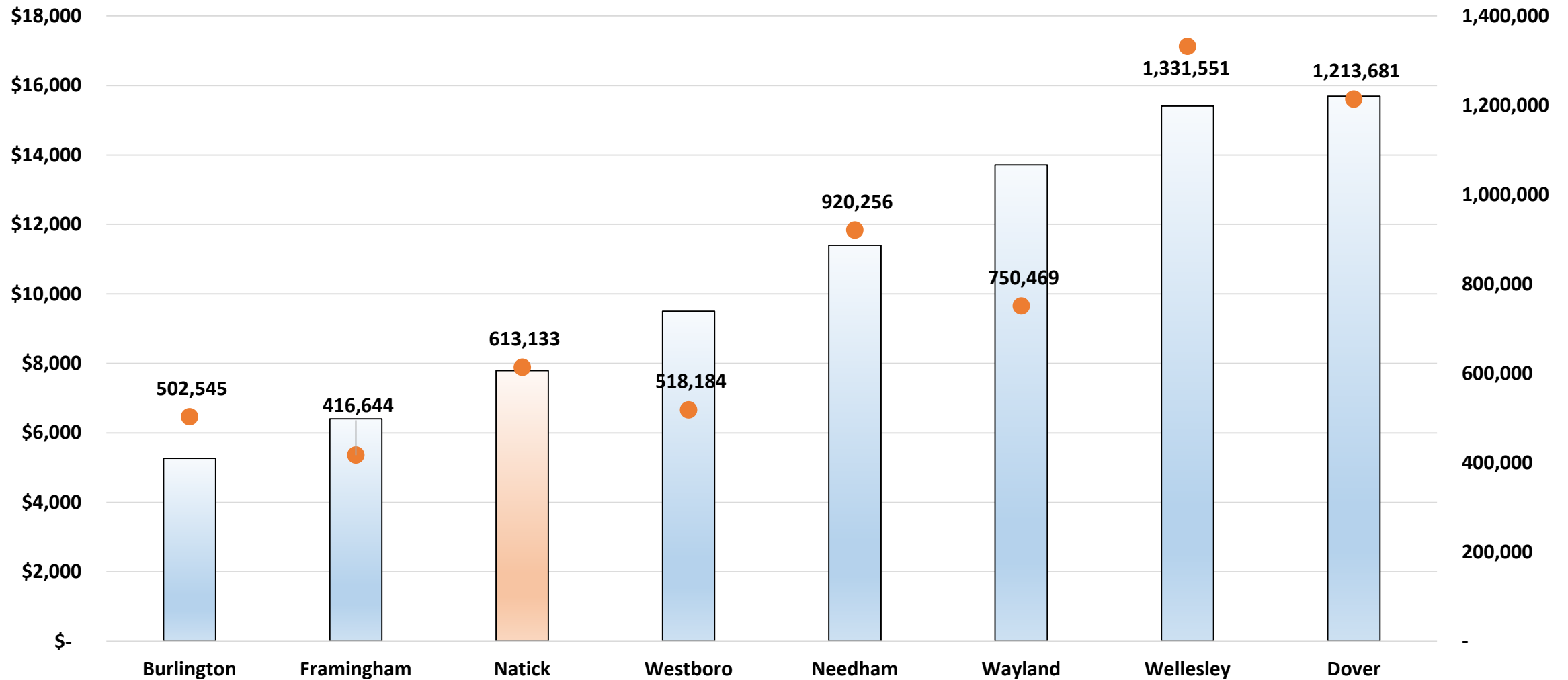
Natick Financial Indicators Dashboard		
Financial Indicator	Trend	Highlights
Property Tax Revenue	Favorable	Adjusted for inflation, property tax collections have experienced modest growth
Uncollected Property Taxes	Favorable	Uncollected property taxes have remained close to 3%
State Aid	Marginal	State Aid receipts has increased along with assessments and other charges
Economic Growth Revenue	Marginal	Economic Growth Revenue has been positive lately but in the past has been volatile
Expenditures per Household	Marginal	Expenses per household have increased by an avg. of 2.7% annually from FY15-19
Personnel Costs	Favorable	Total Natick personnel costs have remained proportional with the budget over time
Employee Benefits	Marginal	Health plans have been restructured to achieve savings but still experience increases
Pension Liability	Marginal	Funded ratio of 62% and the current plan includes 7% increases 2030 funding schedule
Capital Assets & Renewal	Favorable	Strong capital planning and allocation of resources to avoid costly deferred mtnce.
Debt Service	Marginal	Future large scale projects will need to be balanced with the ability to pay
Reserves & Fund Balance	Favorable	Natick remains in the range of expected reserves
One-time Revenues for Operations	Favorable	One-time revenues are spent for operations sustainably
OPEB Liability	Unfavorable	Significant unfunded liability; plan in place to fund after pension is fully funded
Population	Marginal	Moderate population growth has increased the need for services
School Enrollment & Teachers	Marginal	Moderate enrollment growth has increased the need for services

Supplementary Information



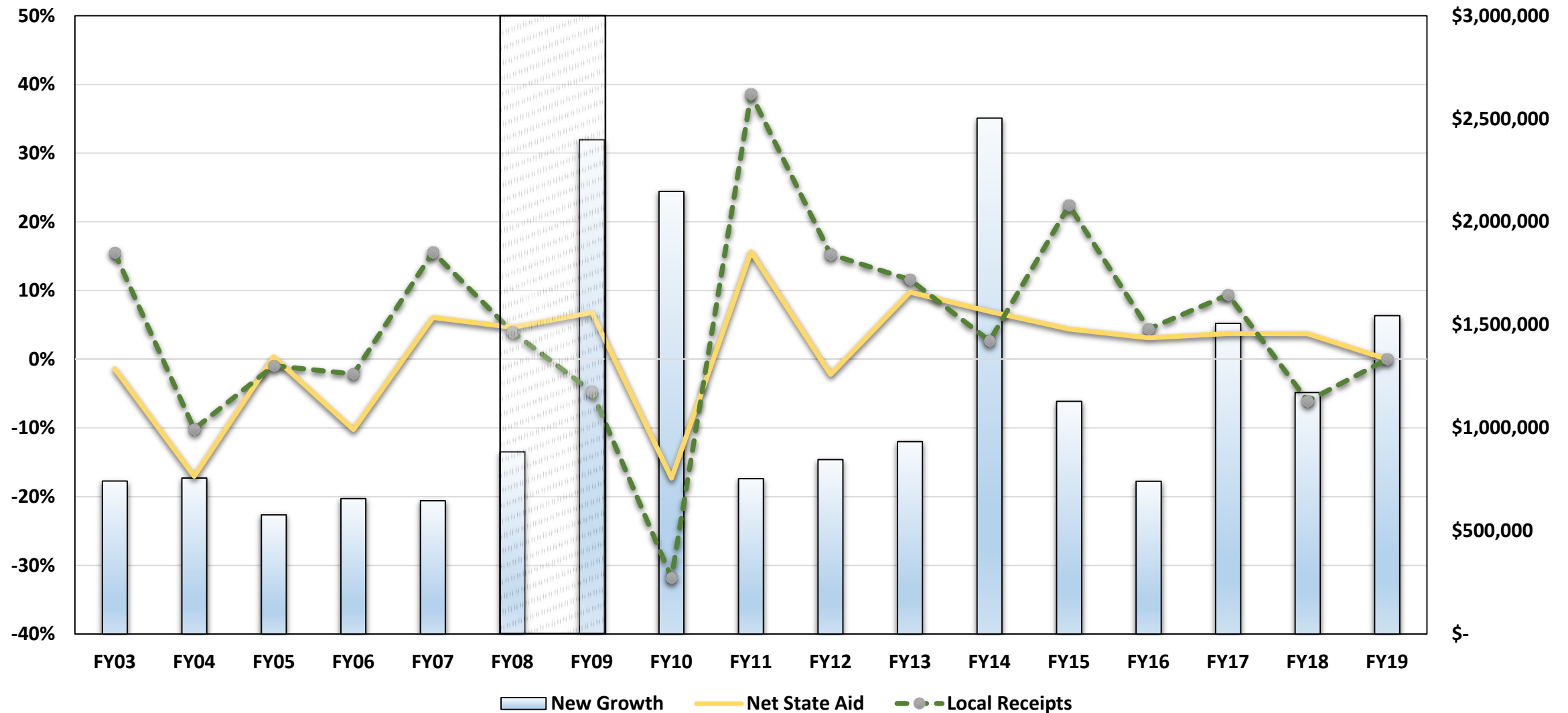


FY19 Avg. Single Family Tax Bill & Assessed Value



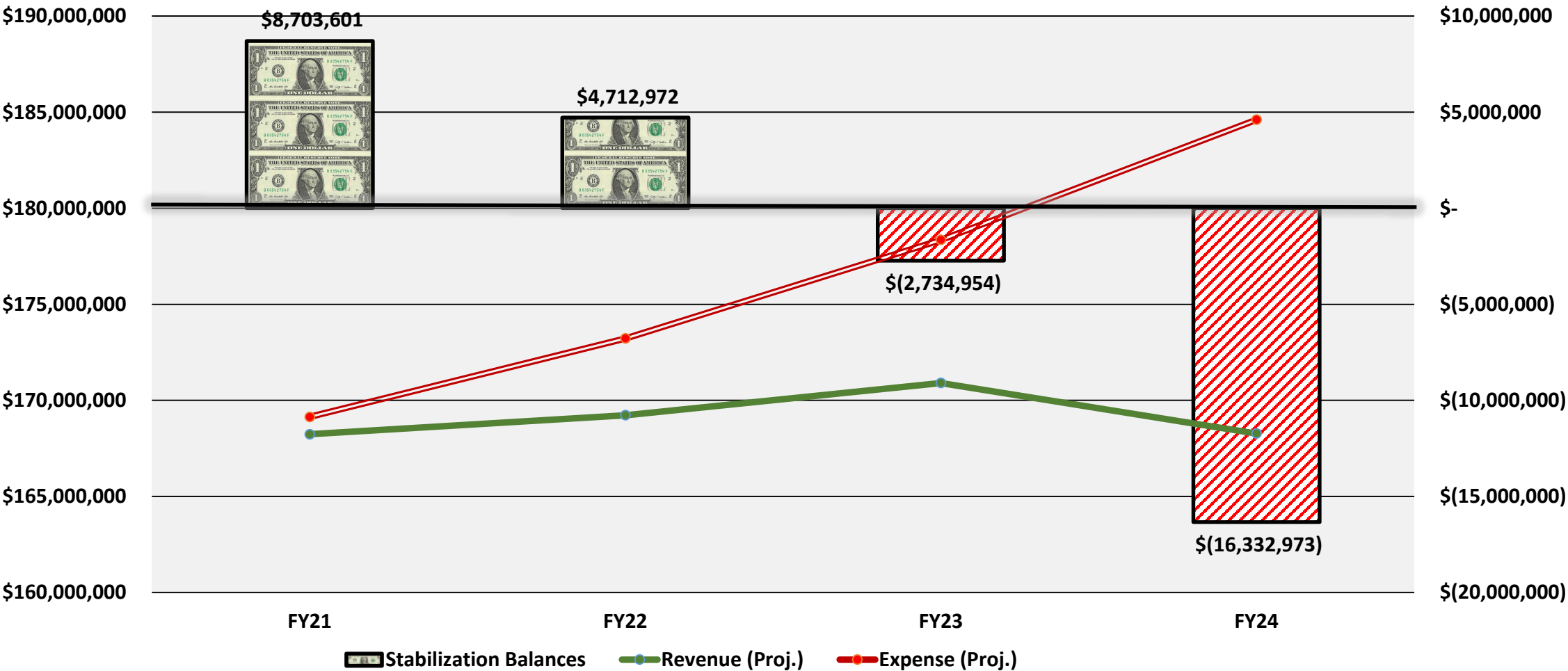


New Growth \$ & Changes in Local Receipts and Net State Aid





Economic Downturn Scenario



With a 2% downturn in State Aid & a 9% reduction in Local Receipts, Stabilization funds (General & Operational) should last 1.8 years with stable operations

4 Year Financial Forecasts





- **Forecast Goals:**

The Four-Year Financial Projection provides an overview of potential revenues and expenditures for the upcoming fiscal years. The intent of the forecast is to have a realistic outlook that will highlight town-wide operating trends and facilitate productive financial planning.





- **“Actual” Forecast:**

The “actual” forecast takes into account expense trends by account as well as the projected CBAs and personnel costs. The actual forecast also takes into account a vacancy rate of close to 4% which is discounted from the personnel appropriations.

- **“Budget” Forecast:**

The budget forecast outlines potential appropriation increases based on CBAs, personnel costs, and operating expense inflationary increases.

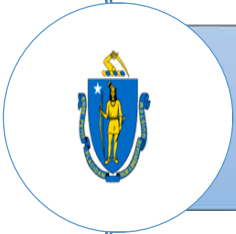




- **Revenue Assumptions:**



Tax Levy – 2.5% Levy, \$1.2M - \$950k New Growth, plus debt exclusions



State Aid – 2% to 3% growth annually (1% increase in charges)



Local Receipts – Decrease in FY21 with 2% growth annually



REVENUE FORECAST FY21 – FY24

	2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
General Fund Revenues						
1 Tax Levy	121,251,682	125,194,491	129,082,091	132,915,312	131,497,142	2.5% Levy, \$1.2M - \$950k New Growth, plus debt exclusions
2 State Aid	14,938,819	15,379,797	15,802,741	16,197,810	16,521,766	Assumes 2-3% growth annually
3 Local Receipts	17,901,540	16,887,035	17,224,775	17,569,271	17,920,656	Assumes 2% growth annually
4 Other Local Receipts						
5 Indirects	2,585,229	2,624,007	2,663,368	2,703,318	2,743,868	Dependent on GF operating budget assuming 1.5%
6 Free Cash	4,150,000	4,150,000	4,150,000	4,150,000	4,150,000	Assuming level for projection
7 Stabilization Fund	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Based on Capital Plan
8 Overlay Surplus	500,000	500,000	500,000	500,000	500,000	Can change based on ATB liabilities
9 Other Available Funds	291,309	282,740	273,992	266,614	257,110	Parking Meter Receipts, Other State Remb., Bond Premiums for HS/CSC
Total General Fund Revenues	165,235,579	168,234,270	171,814,667	175,913,524	175,513,742	



Town of Natick: Financial Indicators

Expense Forecast – “Budget Forecast”

	2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
General Fund Expenses						
Education & Learning						
10 Natick Public Schools	67,810,346	70,861,812	74,050,593	77,382,870	80,865,099	Assumes 4.5% increase
12 Keefe Tech	1,554,748	1,601,390	1,649,432	1,695,121	1,743,602	Assumes 2.7 - 3% increases
13 Morse Institute Library	2,275,499	2,389,502	2,433,764	2,478,793	2,516,153	Assumes Avg increase of 2.6%
14 Bacon Free Library	190,792	194,068	197,659	201,304	205,542	Assumes Avg increase of 1.9%
15 Public Safety	16,568,716	17,253,437	17,614,432	17,973,184	18,262,486	Assumes Avg increase of 2.5%
16 Public Works	8,858,627	9,355,323	9,494,857	9,667,071	9,826,823	Assumes Avg increase of 2.6%
17 Health & Human Services	2,611,475	2,617,057	2,667,040	2,717,587	2,758,530	Assumes Avg increase of 1.4%
18 Administrative Support Services	7,502,649	6,481,369	6,606,797	6,733,796	6,840,620	Assumes Avg increase of 1.8% (CBA line has been distributed)
19 Committees	120,550	120,550	120,550	120,550	120,550	Assumes level funding
Shared Expenses						
21 Fringe Benefits	16,743,422	17,078,290	17,419,856	17,768,253	18,123,618	Assumes 2% increase
22 Prop & Liab. Insurance	807,150	849,275	892,679	934,325	978,548	Assumes Avg increase of 4.9%
23 Retirement	10,070,552	10,752,491	11,505,165	12,310,527	13,172,263	Assumes 7% increases less Non-Contributory Retirement
24 Debt Services	16,626,732	16,456,666	16,445,766	16,810,809	17,302,114	Based on capital plan debt service schedule
25 Reserve Fund	250,000	250,000	250,000	250,000	250,000	Level-Funded
26 Facilities Management	3,426,619	3,592,203	3,656,264	3,723,342	3,774,073	Assumes 2.5% increase
General Fund Oper. Expenses	155,417,877	159,853,434	165,004,855	170,767,532	176,740,022	
26 Capital Improvements	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Capital Stab. Fund provides cash funding moving forward.
27 School Bus Transportation	410,137	421,416	433,005	444,912	457,147	Assumes 2.75% annual increase
28 State & County Assessments	1,504,841	1,519,889	1,535,088	1,550,439	1,565,944	Assumes 1% annual increase
29 Cherry Sheet Offsets	359,312	362,905	366,534	370,200	373,902	Assumes 1% annual increase
31 Snow Removal Supplement	350,000	465,000	465,000	465,000	465,000	Assumes Snow & Ice costs of \$1M
32 Overlay	1,015,000	1,000,000	1,000,000	1,000,000	1,000,000	Varies dependent upon valuations, revaluation years
33 Golf Course Deficit	240,000	250,000	245,000	90,000	30,000	Per STGC 5-Year Projection
34 General Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
35 Operational Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
36 Capital Stabilization Fund	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	Assumes level funding
37 OPEB Trust	300,000	300,000	300,000	300,000	300,000	Assumes level funding
38 Misc. Articles	100,000	100,000	100,000	100,000	100,000	Assumes level funding
Total General Fund Expenses	164,964,167	169,138,845	173,217,182	178,349,283	184,605,214	
Net Excess / (Deficit)	271,412	-904,575	-1,402,515	-2,435,759	-9,091,472	



Town of Natick: Financial Indicators

Expense Forecast – “Actual Forecast”

	2020 Budget	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	Comments
General Fund Expenses						
Education & Learning						
10 Natick Public Schools	67,810,346	72,201,014	76,424,774	80,895,623	85,628,017	Assumes 5.85% annual increase based on last 5 year increases
12 Keefe Tech	1,554,748	1,601,390	1,649,432	1,695,121	1,743,602	Assumes 2.7 - 3% increases
13 Morse Institute Library	2,275,499	2,373,100	2,411,309	2,462,066	2,500,072	Assumes Avg increase of 2.4%
14 Bacon Free Library	190,792	194,068	197,659	201,304	205,542	Assumes Avg increase of 1.9%
15 Public Safety	16,568,716	16,921,529	17,275,527	17,627,332	17,911,079	Assumes Avg increase of 2.0%
16 Public Works	8,858,627	9,191,561	9,327,070	9,495,207	9,651,663	Assumes Avg increase of 2.2%
17 Health & Human Services	2,611,475	2,534,342	2,582,693	2,631,585	2,671,257	Assumes Avg increase of 1.8%
18 Administrative Support Services	7,502,649	5,990,007	6,107,177	6,226,506	6,327,129	Assumes Avg increase of 1.8% (CBA line has been distributed)
19 Committees	120,550	105,000	106,785	108,600	110,447	Assumes 1.7% increases
20 Shared Expenses						
21 Fringe Benefits	16,743,422	16,871,597	17,004,361	17,129,232	17,263,522	Assumes 0.8% increases (will vary dependent upon plan changes)
22 Prop & Liab. Insurance	807,150	849,275	892,679	934,325	978,548	Assumes Avg increase of 4.9%
23 Retirement	10,070,552	10,752,491	11,505,165	12,310,527	13,172,263	Assumes 7% increases less Non-Contributory Retirement
24 Debt Services	16,626,732	16,456,666	16,445,766	16,810,809	17,302,114	Based on capital plan debt service schedule
25 Reserve Fund	250,000	250,000	250,000	250,000	250,000	Level-Funded
26 Facilities Management	3,426,619	3,336,096	3,395,866	3,458,686	3,505,968	Assumes 1.4% increase
General Fund Oper. Expenses	155,417,877	159,628,136	165,576,264	172,236,923	179,221,223	
26 Capital Improvements	3,617,000	3,216,200	2,117,700	1,611,200	1,923,200	Capital Stab. Fund provides cash funding moving forward.
27 School Bus Transportation	410,137	421,416	433,005	444,912	457,147	Assumes 2.75% annual increase
28 State & County Assessments	1,504,841	1,519,889	1,535,088	1,550,439	1,565,944	Assumes 1% annual increase
29 Cherry Sheet Offsets	359,312	362,905	366,534	370,200	373,902	Assumes 1% annual increase
31 Snow Removal Supplement	350,000	465,000	465,000	465,000	465,000	Assumes Snow & Ice costs of \$1M
32 Overlay	1,015,000	1,000,000	1,000,000	1,000,000	1,000,000	Varies dependent upon valuations, revaluation years
33 Golf Course Deficit	240,000	250,000	245,000	90,000	30,000	Per STGC 5-Year Projection
34 General Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
35 Operational Stabilization Fund	100,000	100,000	100,000	100,000	100,000	Assumes level funding
36 Capital Stabilization Fund	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	Assumes level funding
37 OPEB Trust	300,000	300,000	300,000	300,000	300,000	Assumes level funding
38 Misc. Articles	100,000	100,000	100,000	100,000	100,000	Assumes level funding
Total General Fund Expenses	164,964,167	168,913,546	173,788,591	179,818,674	187,086,415	
Net Excess / (Deficit)	271,412	-679,277	-1,973,923	-3,905,150	-11,572,673	



Revenue Side Forecast Issues:

- New Growth is an estimate for FY21
- State Aid is assuming the trend of 2-3% increases. If the state economy faces a downturn, local aid may as well
- Local Receipts is projected conservatively given the FY19 experience. Overall FY19 numbers were consistent with expectations, however some key revenue sources dipped unexpectedly (ambulance, motor vehicle excise). These were offset by increased investment income as well as supplemental tax bills; both of which are difficult to predict.



Expense Side Forecast Issues:

- Outstanding CBAs & LIUNA
- Projections don't include new initiatives (new programs/positions)
- NPS expenses are exclusively based off of historical appropriations
- Uncertainty with Fringe Benefits (health insurance volatility)
- Debt service schedule is based on current plan and excludes any additional large-scale infrastructure
- Funding of stabilization funds & miscellaneous articles is a placeholder currently



Planning: A first step in financial planning & discussion



Sustainability: Balancing immediate needs v. long term goals

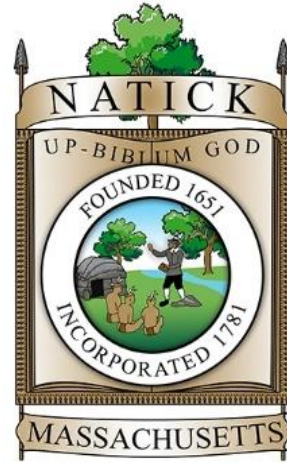


Potential Outcomes:



11/15/2019

[illegible][illegible]



Capital Financing Recommendation

Kennedy Middle School & West Natick Fire Station

Board of Selectmen

August 14, 2018

Projected Debt Costs

Fiscal Year	Outstanding Debt		Approved Projects		Projected	
	Excluded	W/I Levy	W/I Levy	Capital Request	Total General Fund	
2020	\$ 4,334,763	\$ 4,317,229	\$ 1,353,538	\$ 534,689	\$ 10,540,219	
2021	\$ 4,228,171	\$ 3,474,168	\$ 1,325,217	\$ 3,852,140	\$ 12,879,696	
2022	\$ 4,118,730	\$ 2,966,399	\$ 1,296,897	\$ 5,177,169	\$ 13,559,195	
2023	\$ 4,019,639	\$ 2,545,640	\$ 1,268,576	\$ 5,939,079	\$ 13,772,934	
2024	\$ 3,918,068	\$ 2,296,942	\$ 1,240,256	\$ 5,803,856	\$ 13,259,122	
2025	\$ 3,283,696	\$ 1,974,752	\$ 1,196,935	\$ 5,531,552	\$ 11,986,935	
2026	\$ 3,194,884	\$ 1,529,702	\$ 1,169,102	\$ 5,348,488	\$ 11,242,176	
2027	\$ 3,105,128	\$ 1,217,921	\$ 1,086,269	\$ 5,137,763	\$ 10,547,081	
2028	\$ 3,003,197	\$ 1,125,182	\$ 1,060,224	\$ 4,604,614	\$ 9,793,217	
2029	\$ 2,901,266	\$ 1,057,743	\$ 1,034,178	\$ 4,260,595	\$ 9,253,782	
2030	\$ 2,799,335	\$ 924,604	\$ 988,133	\$ 3,945,450	\$ 8,657,522	
2031	\$ 2,697,404	\$ 824,599	\$ 962,737	\$ 3,824,538	\$ 8,309,278	
2032	\$ 160,473	\$ 733,027	\$ 937,342	\$ 3,702,506	\$ 5,533,348	
2033	\$ 155,753	\$ 509,978	\$ 911,946	\$ 3,602,975	\$ 5,180,652	
2034		\$ 308,000	\$ 886,551	\$ 3,503,444	\$ 4,697,994	
2035		\$ 299,850	\$ 326,480	\$ 3,183,913	\$ 3,810,243	
2036		\$ 216,700	\$ 318,472	\$ 2,544,865	\$ 3,080,037	
2037		\$ 161,425	\$ 310,464	\$ 2,125,175	\$ 2,597,064	
2038		\$ 116,725	\$ 302,456	\$ 1,681,919	\$ 2,101,100	
2039			\$ 294,448	\$ 1,632,113	\$ 1,926,561	
2040			\$ 286,440	\$ 1,582,306	\$ 1,868,746	
2041			\$ 278,432	\$ 425,000	\$ 703,432	
2042			\$ 270,424	\$ -	\$ 270,424	
2043			\$ 262,416		\$ 262,416	
2044			\$ 254,408		\$ 254,408	
Total	\$ 41,920,507	\$ 26,600,586	\$ 19,622,338	\$ 77,944,147	\$ 166,087,578	

* This table excludes Fire Station 4 (West Natick) and the Kennedy Middle School

Town of Natick, Massachusetts - DEBT EXCLUDED FROM PROP 2 1/2

Estimated Fire Station: \$ 15,600,000
 Maximum Term of Fire Station: 20 years
 Amortization of Fire Station: **HYBRID DEBT SERVICE**
 Projected Bond Rate for Fire Station: 3.25%

School Total Project Cost: \$ 109,560,000
 Est. MSBA Reimbursement (48.21%): \$ 37,313,724
 Est. Local Share of Project Costs: \$ 72,246,276
 Maximum Term of School: 20 years
 Amortization of School: **LEVEL DEBT SERVICE**
 Projected Bond Rate for School: 3.25%

Dated Date of Bonds: December 1, 2018
 FY2018 Assessed Valuation: \$ 8,229,002,220

Financing Plan G - \$15.6M Fire Station 20yrs (Hybrid) & \$72.250M School 20yrs (Level)

EXEMPT General Fund Debt Service Only

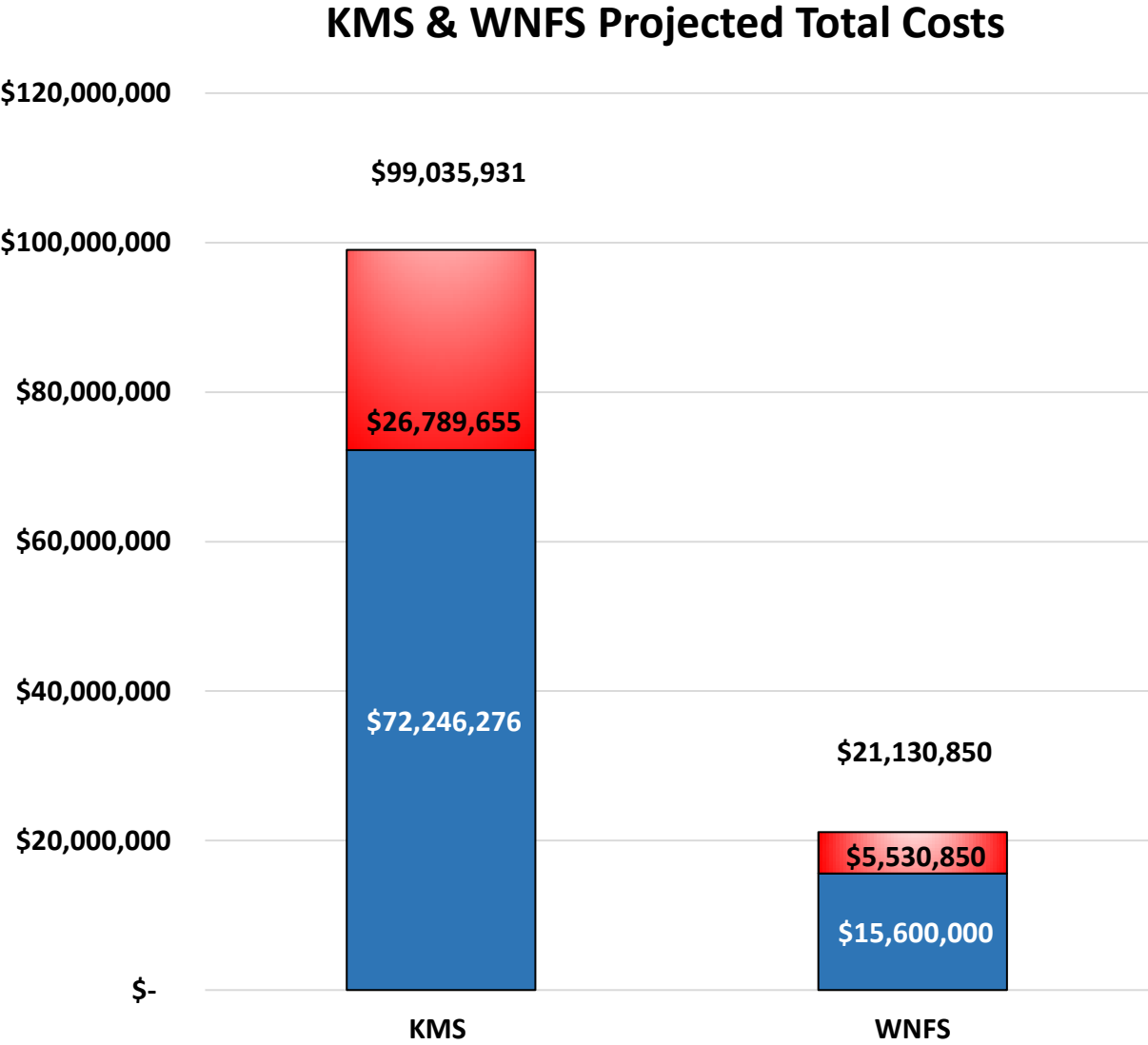
A		B		C		D (A-B-C)		E		F		G		
Fiscal Year	Existing Debt Service (see pages 2-4)	Less: Enterprise Supported Debt Service (see page 5)	Less: Existing General Fund NON-Exempt Debt Service (see pages 6-8)	Existing General Fund Exempt Debt Service (see page 9)	Existing Tax Rate Impact per \$1,000	Plus \$72.250M School Bonds (see pages 10 & 11)	Est. School Debt Service Tax Rate Impact per \$1,000	Plus \$15.6M Fire Station Bonds (see pages 10 & 11)	Est. Fire Station Debt Service Tax Rate Impact per \$1,000	Existing and Projected Exempt Debt Service (D+E+F)	Existing and Projected Est. Tax Rate Impact per \$1,000	Fiscal Year		
2018	13,104,520	2,945,561	5,586,514	4,572,445	0.56	-	-	-	-	4,572,445	0.56	2018		
2019	11,962,957	2,612,729	4,884,224	4,466,004	0.54	-	-	-	-	4,466,004	0.54	2019		
2020	10,997,430	2,369,664	4,293,004	4,334,763	0.53	4,951,844	0.60	1,071,519	0.13	10,358,125	1.26	2020		
2021	9,676,467	1,998,353	3,449,943	4,228,171	0.51	4,952,381	0.60	1,068,031	0.13	10,248,584	1.25	2021		
2022	8,945,596	1,884,692	2,942,174	4,118,730	0.50	4,952,681	0.60	1,068,694	0.13	10,140,105	1.23	2022		
2023	8,099,610	1,558,557	2,521,415	4,019,639	0.49	4,950,056	0.60	1,068,706	0.13	10,038,401	1.22	2023		
2024	7,605,853	1,415,068	2,272,717	3,918,068	0.48	4,954,344	0.60	1,068,069	0.13	9,940,480	1.21	2024		
2025	6,556,894	1,322,671	1,950,527	3,283,696	0.40	4,950,463	0.60	1,248,775	0.15	9,482,933	1.15	2025		
2026	5,641,905	921,339	1,525,682	3,194,884	0.39	4,953,331	0.60	1,221,150	0.15	9,369,365	1.14	2026		
2027	5,080,624	761,595	1,213,901	3,105,128	0.38	4,952,788	0.60	1,193,525	0.15	9,251,440	1.12	2027		
2028	4,728,341	599,963	1,125,182	3,003,197	0.36	4,953,750	0.60	1,165,900	0.14	9,122,847	1.11	2028		
2029	4,420,921	461,913	1,057,743	2,901,266	0.35	4,951,138	0.60	1,133,356	0.14	8,985,760	1.09	2029		
2030	4,135,451	411,513	924,604	2,799,335	0.34	4,949,869	0.60	1,105,894	0.13	8,855,097	1.08	2030		
2031	3,921,516	399,513	824,599	2,697,404	0.33	4,949,781	0.60	1,078,431	0.13	8,725,616	1.06	2031		
2032	1,276,912	383,413	733,027	160,473	0.02	4,950,713	0.60	1,050,969	0.13	6,162,154	0.75	2032		
2033	932,619	266,888	509,978	155,753	0.02	4,952,500	0.60	1,023,506	0.12	6,131,759	0.75	2033		
2034	567,988	259,988	308,000	-	-	4,950,063	0.60	996,044	0.12	5,946,106	0.72	2034		
2035	552,938	253,088	299,850	-	-	4,953,238	0.60	968,581	0.12	5,921,819	0.72	2035		
2036	457,888	241,188	216,700	-	-	4,951,863	0.60	941,119	0.11	5,892,981	0.72	2036		
2037	395,863	234,438	161,425	-	-	4,950,856	0.60	913,656	0.11	5,864,513	0.71	2037		
2038	294,350	177,625	116,725	-	-	4,950,056	0.60	886,194	0.11	5,836,250	0.71	2038		
2039	-	-	-	-	-	4,954,219	0.60	858,731	0.10	5,812,950	0.71	2039		
2040	-	-	-	-	-	-	-	-	-	-	-	2040		
2041	-	-	-	-	-	-	-	-	-	-	-	2041		
2042	-	-	-	-	-	-	-	-	-	-	-	2042		
2043	-	-	-	-	-	-	-	-	-	-	-	2043		
2044	-	-	-	-	-	-	-	-	-	-	-	2044		
Total	109,356,641	21,479,753	36,917,933	50,958,955		99,035,931		21,130,850		171,125,736				

Assumptions:

- ✦ Fire Station structured on a hybrid debt basis; level debt first 5yrs then equal/declining principal.
- ✦ School bonds structured on a level debt basis.
- ✦ Bonds structured a long first coupon; no impact in FY19.

Financing Recommendation:

KMS Level Debt Service 20 Years & 3.25% & WNFS Hybrid Debt Service 20 Years @ 3.25%



Tax Payer Tax Bill Impact Projection					
COMBINED DEBT EXCLUSION IMPACT	FY20	FY21	FY25 Hybrid	FY30	FY39 Final Debt Payment
INCREMENTAL TAX RATE	\$0.73	\$0.73	\$0.75	\$0.73	\$0.71
\$250,000	\$183	\$183	\$188	\$183	\$178
\$500,000	\$365	\$365	\$375	\$365	\$355
\$750,000	\$548	\$548	\$563	\$548	\$533
\$1,000,000	\$730	\$730	\$750	\$730	\$710

QUESTIONS / CONCERNS?

Debt Service Schedules

Final Year



General Fund Debt Service

Year of Issue	Project	Fiscal Year 2020	
		Principal	Interest
2001	Septic Title V (MWPAT) T5-97-1026	\$ 7,597	\$ 209
2010	Municipal Complex HVAC	\$ 40,000	\$ 1,300
2012	Landfill Capping (Net of Surplus to G.C.) *Refunded (See Golf Course)	\$ 89,460	\$ 1,819
2013	DPW Equip. - Recycling Packers	\$ 125,000	\$ 5,000
2015	Fire - Ambulance #3	\$ 40,000	\$ 1,200
2009	Kennedy Renovations	\$ 120,000	\$ 3,900
2010	Memorial Renovations	\$ 165,000	\$ 5,363
April 2017	IT - Telephone System Upgrade Software	\$ 10,000	\$ 200
2015	Kennedy Middle School Portable Classrooms	\$ 40,000	\$ 1,200
		\$ 375,000	\$ 11,863
		2021	\$ 386,863

Year of Issue	Project	Fiscal Year 2021	
		Principal	Interest
2011	Storage Bldg - Oak St Gravel Pit	\$ 10,000	\$ 300
2011	Johnson Exterior Windows	\$ 10,000	\$ 300
2011	Bldg Remodel - Police Dispatch	\$ 15,000	\$ 450
2011	Replace DPW Dump Truck H-44	\$ 15,000	\$ 450
2011	Replace DPW Dump Truck H-53	\$ 15,000	\$ 450
2011	Johnson Boilers	\$ 20,000	\$ 600
2014	DPW Equip. - Replace Dump Truck H-48	\$ 25,000	\$ 1,000
2011	Memorial Fire Alarm System	\$ 25,000	\$ 750
2014	DPW Equip. - Replace Hooklift H-51	\$ 30,000	\$ 1,200
2014	DPW Equip. - Replace S-35 (Packer)	\$ 35,000	\$ 1,400
2011	Fire - Engine Replacement	\$ 40,000	\$ 1,200
2012	Bennett-Hemenway School *Refunded	\$ 43,000	\$ 860
2014	Fire - Engine Replacement (#5)	\$ 70,000	\$ 2,800
		\$ 353,000	\$ 11,760
		2022	\$ 364,760

Year of Issue	Project	Fiscal Year 2022	
		Principal	Interest
April 2017	Facilities - Air Handler (Cole Center)	\$ 10,000	\$ 500
April 2017	DPW - Replace M-2 (Truck)	\$ 15,000	\$ 750
April 2017	Navy Yard Field Renovation - Engineering	\$ 15,000	\$ 750
April 2017	Charles River Bridge - Engineering	\$ 25,000	\$ 1,000
April 2017	East Field Renovation - Engineering	\$ 35,000	\$ 1,750
April 2017	Replace Ambulance	\$ 35,000	\$ 1,750
April 2017	Upgrade DPW Radio System	\$ 35,000	\$ 1,750

Debt Service Schedules

Final Year



General Fund Debt Service

April 2017	Design Roadway and Sidewalk Improvements - South Main St	\$ 55,000	\$ 2,750
2012	DPW - 75 West Street Expansion	\$ 75,000	\$ 1,500
		\$ 130,000	\$ 4,250
		2023	\$ 134,250

Year of Issue	Project	Fiscal Year 2023	
		Principal	Interest
2004	Septic Title V (MWPAT) T5-97-1026-1	\$ 5,221	\$ 131
2013	Kennedy - Replace Electrical Serv.	\$ 15,000	\$ 300
2013	DPW - Redesign Cottage Street	\$ 25,000	\$ 500
2013	DPW - Redesign Pine street	\$ 25,000	\$ 500
2013	DPW - Roads & Sidewalks (Reapprop. From Comm Senior Center)	\$ 25,000	\$ 500
2016	Replace H-56 Two Loader Mounted Snow Blowers	\$ 35,000	\$ 700
2016	Replace Trash Packer	\$ 40,000	\$ 800
		\$ 170,221	\$ 3,431
		2024	\$ 173,652

Year of Issue	Project	Fiscal Year 2024	
		Principal	Interest
2014	Police - Replace Rooftop HVAC	\$ 10,000	\$ 225
2014	JJ Lane Park	\$ 10,000	\$ 225
2014	Memorial - School Lighting	\$ 10,000	\$ 225
July 2017	Natick High School - Install Irrigation Well	\$ 10,000	\$ 200
2014	Field Fence Work	\$ 10,000	\$ 225
April 2017	Replace H-50 - Dump Truck	\$ 15,000	\$ 750
2014	Ben-Hem - School Playground	\$ 15,000	\$ 338
2014	Replace Windows - Johnson	\$ 15,000	\$ 338
April 2017	Purchase New Recycling Side Arm Packer	\$ 35,000	\$ 1,750
2014	Cole North Field Improvements	\$ 40,000	\$ 900
2016	Parking Meter Upgrade	\$ 5,000	\$ 150
		\$ 175,000	\$ 5,325
		2025	\$ 180,325

Debt Excluded

2004	Wilson Middle School (Refunded 2014)	\$ 60,000	\$ 1,350
2012	Community Senior Center	\$ 100,000	\$ 2,125
2004	Wilson Middle School (Refunded 2014)	\$ 440,000	\$ 9,900
		\$ 602,025	\$ 193,700
		2025	\$ 795,725

Year of Issue	Project	Fiscal Year 2025	
		Principal	Interest

Debt Service Schedules

Final Year



General Fund Debt Service

2015	Comm. Serv. - Replace Dug Pond Pier	\$ 10,000	\$ 300
2015	DPW Equip. - Replace Truck S-38	\$ 10,000	\$ 300
2015	Cole North Field Improvements	\$ 15,000	\$ 450
2015	DPW Equip.-Replace Hooklift & Chassis S-37	\$ 20,000	\$ 600
April 2017	Replace H-63 - Street Sweeper	\$ 20,000	\$ 1,000
July 2017	Park and Field Renovations	\$ 20,000	\$ 400
2015	DPW - Public Works Bldg Expansion	\$ 20,000	\$ 600
2015	DPW - Drainage - Roads & Sidewalks	\$ 35,000	\$ 1,050
July 2017	Replace S-31 Trash Packer	\$ 35,000	\$ 700
July 2017	Replace 2001 Fire Pumper (Engine 3)	\$ 75,000	\$ 1,500
April 2017	IT - Telephone System Upgrade Hardware	\$ 75,000	\$ 3,750
2016	Replace H-61 Sidewalk Machine	\$ 10,000	\$ 300
2016	Drainage Improvements - Willow St.	\$ 15,000	\$ 450
2016	Replace H-57 Front-End Loader	\$ 20,000	\$ 600
		\$ 380,000	\$ 10,650
		2026	\$ 390,650

		Fiscal Year 2026	
Project		Principal	Interest
2016	DPW - Public Works Bldg Expansion	\$ 10,000	\$ 150
2016	Roads & Sidewalks (Coll/Art)	\$ 10,000	\$ 150
April 2017	Replace LF-9 Bucket Truck	\$ 15,000	\$ 750
2016	Drainage Improvements	\$ 35,000	\$ 525
Dec-18	Replace Truck Sander (408)	\$ 35,000	\$ 875
2011	Roads - Oak St	\$ 130,000	\$ 4,550
		\$ 235,000	\$ 7,000
		2027	\$ 242,000

ITEM TITLE: Adult Use Marijuana Request for Information: Draft for Consideration

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from KP Law	11/16/2019	Cover Memo
Revised RFI	11/16/2019	Cover Memo
Malone Memo	10/26/2019	Cover Memo
Request For Information	10/26/2019	Cover Memo
BOS Rules and Regulations	10/26/2019	Cover Memo

TO: Natick Board of Selectmen (*By Electronic Mail Only*)
FROM: Katherine D. Laughman, Esq.
RE: Responses to Questions Re: Proposed Marijuana Licensing and RFI Process
DATE: November 15, 2019

Jonathan Freedman Questions re: Licensing Regulations

Why is there no License Form attached?

- Once we have all the license application criteria decided upon, we can draft the application form; it has not yet been prepared

What was the basis for setting the License Application Fee and Annual License Renewal Fee?

- This was based on a discussion with Town Administration concerning the estimated costs of administering the license application and renewal process.

Is the evaluation criteria intended to be in sync with Appendix A of the RFI?

- Answer – no. The evaluation criteria to determine whether an applicant should proceed to negotiate an HCA is different than the annual licensing criteria.

What is the purpose of roster retention schedule?

- This allows the BOH or Police Department to determine which employees may have been responsible for specific violations. 60 days was suggested as a reasonable period of time in which to investigate incidents and which employees/management may bear responsibility.

What are the hours of operation for retail establishments?

- Hours can be set by the board for retail establishments. Other marijuana establishments are not dealing directly with customers and may require other employee hours.

What is the origin of the “Close Associate” definition?

- This comes from the State regulations

What does it mean to enforce these provisions in equity?

- It means to file an action in court and get a court to order compliance in the form of an injunction.

Jonathan Freedman Questions re: RFI

Question re: Application
of Intent 2.d – Is this

intended to investigate issues of ownership and control?

- Not exactly. This question is intended to solicit documentation establishing that the applicant has sufficient funding secured to realize the business proposal.

Can the Town ask about money-handling practices?

- Yes, although this is often addressed in the security disclosures. Also, the banking is gradually opening up to these uses and there are a number of state chartered banks and credit unions that will handle proceeds from these establishments, and there are pre-paid debit cards that can be used for transactions to avoid all cash transfers. There have been bills proposed on the federal level to open up banking in this area.

Is a community outreach meeting required for all types of marijuana establishments?

- Yes.

Minimum criteria v. Ranking of review criteria?

- It would be reasonable to have a further discussion about how to administer this and perhaps more clearly define a ranking system for reviewing the retail applicants.

Will the redactions eliminate important information for the review process?

- The redactions should only pertain to personal information such as SSN and bank account routing numbers.

Treatment of proprietary and security-related information?

- Business plans and management and operations procedures will need to be provided as public records. The security information may be kept as privileged.

Questions from Michael Hickey re: RFI

Is \$500 market rate for an RFI Application?

- Costs have varied. Some municipalities do not charge at all, some collect a larger application fee and then return the payment if the applicant is not selected. Some have only collected funds once the HCA negotiation process begins to cover the costs of that legal review process. This amount was included as a placeholder in an amount that mirrored several other communities and seemed to be consistent with what several other communities had required.

Will all applicants have a community outreach meeting, or only those who make it past the review panel? Do we want numerous outreach meetings without narrowing it down first?

- You could require either. If you require that a respondent hold the COM prior to the staff review committee narrowing down the applicants, it provides the Town with an opportunity to see a presentation from the applicant and measure community support/opposition to particular proposals prior to making a decision on the HCA. Soliciting community feedback at the early

stages has been a
valuable determining
factor in other communities with respect to
limited retail locations.

Why do we ask for redaction of financial identifiers?

- This pertains to information such as bank account numbers and SSNs, which would be subject to reaction under public records law, but does not apply to names of banks, and proof of existence of accounts and the amounts held (with limited redaction applied to information such as tracking numbers).

Can we require applicants to set aside what they consider proprietary and security related information?

- Some proprietary information may be subject to public release. The security information can be submitted in a separate envelope marked as confidential.

Questions from Michael Hickey re: License

Would an amendment or modification to the rules and regulations apply immediately or only when they reapply?

- It would depend on the nature of the modification. Changes in regulations pertaining to application requirements or fees would apply at the time of application. However, changes to reporting or enforcement requirements may be applied prospectively, provided the license holder is notified of the applicable changes.

Do the licensing regulations need to include a positive recommendation of the Town's reviewing entity?

- By the time an applicant applies for a license, it will have already been reviewed by the TBD, negotiated an HCA, and been subject to zoning approvals by the SPGA and received a final license from the CCC. The license is the last step in that process and the decision to issue should be based only on compliance with the stated license criteria.

Does the licensee need to define the "Licensed Premises"?

- We set this up more broadly than just the actual building in which the transactions take place so that there was some ability to raise issues with parking or pedestrian areas around the actual establishment over which there is site control, even if not direct ownership.

Questions from Karen Adelman-Foster

What is a craft marijuana cooperative? Could either ever be, or be likely to be, a non-profit? If so, we should consider filing a zoning amendment to limit this, if such limits are possible.

- A craft marijuana cooperative is a type of cultivation license in which Massachusetts residents may for a co-op and operate marijuana grow facilities at multiple locations under a single license which has control of up to 100,000 square feet of canopy. It is more likely to be employed in communities with significant amounts of agricultural land and operating farms. It is unlikely to be a non-profit. These are not very common. I believe only 2-3 applications for this use have been filed with the CCC to date.

Regarding the marijuana cultivator category. Could someone with an agricultural tax abatement cultivate marijuana and keep their abatement? If so, as above, we should consider filing a zoning amendment to limit this, if possible.

- Yes, as the law is currently drafted, marijuana cultivation is not deemed “agricultural” for purposes of the G.L. c.40A §3 zoning exemption, but there has been no amendment to G.L. c.61A to impose the same definition limitation on marijuana growing as agriculture for purposes of that statutory provision.

Re enforcement. I read this section several times and couldn’t figure out whether what’s being proposed is repeated post-warning fines before non-compliance is declared, or just one \$100 post-warning fine and \$300 for each day of non-compliance. That is, the “each day” clause could be read to just apply to the \$300. Could that be clarified, please, in the next draft?

- Enforcement involving the issuance of fines is generally accomplished through the process of Non-Criminal Disposition pursuant to G.L. c.40, §21D (See Article 92 of the General Bylaw). In order to collect a daily fine for ongoing violations, there must be a violation notice issued for each day of non-compliance. So, if the \$100 fine is issued and there is not immediate compliance, the Town can start issuing daily fines in the amount of \$300.

Again re enforcement. What would be the procedure for determining non-compliance? Who would determine if a warning had been complied with? This is not to say I think it should or shouldn’t be in the regs, just to find out the proposed procedure.

- The Board is the licensing authority, but it can also designate Town Staff/officials to conduct investigations concerning complaints of violation and make determinations concerning non-compliance. In this case, it would most likely be referred to the police, or perhaps Building or Board of Health, as applicable. The process for enforcement by non-compliance and issuance of fines is set out in Article 92 of the General Bylaw governing Non-Criminal Disposition, which provides:

“Any person witnessing the violation of any provision of the Town By-Laws may report such incidents to the appropriate enforcing person. Enforcing persons are hereby designated as (1) police officers, in all cases; (2) those municipal personnel designated in specific by-laws or by Massachusetts law as being responsible for enforcement; or (3) the Town Administrator, who shall refer the complaint to the appropriate municipal personnel for action. The enforcing person shall determine what action to take concerning the complaint, if any.”

Town of Natick - DRAFT - Request for Information

Adult Use Marijuana Establishments

The Town of Natick (the “Town”) invites interested parties (“Respondents”) to submit an application in response to this Request for Information (“RFI”) for individuals/companies seeking to operate an Adult Use Marijuana Establishment in the Town. Selected ~~respondent(s) applicants may will~~ be invited to negotiate a Host Community Agreement with the Board of Selectmen (the “Board”) and move forward with the local permitting and licensing processes.

This is not a binding Request for Proposals (RFP), but an invitation for interested parties to submit an “Adult Use Marijuana Establishment Plan” to the Town. The Town will use the RFI submittals to gauge interest and determine suitability of ~~potential applicants~~ Respondents. Following analysis of the RFI submittals, the Town reserves the right to enter into negotiations with ~~one or more R~~respondents to the RFI for a Host Community Agreement. Respondents interested in any available licenses issued by the Cannabis Control Commission should follow this process.

The RFI is available at [WEBSITE]

The Town is accepting responses for any available licenses issued by the Cannabis Control Commission. The deadline for submission of the RFI is as follows:

License Type	Number Allowed	Deadline for RFI Submission
Marijuana Retailer	2	TBD
Marijuana Cultivator	No Cap	Rolling
Marijuana Product Manufacturer	No Cap	Rolling
Craft Marijuana Cooperative	No Cap	Rolling
Microbusiness	No Cap	Rolling
Delivery-Only	No Cap	Rolling
Marijuana Transporter	No Cap	Rolling
Independent Testing Laboratory	No Cap	Rolling
Marijuana Research Facility	No Cap	Rolling

Overview of Application Process

The information provided will be evaluated by **[TBD]** according to the guidelines described in the Addendum A.

The Town reserves the right to reject any application it deems to be incomplete, however it may, at its discretion, request that the omitted information or further clarifications be provided by the Applicant.

Applicants may be asked to appear before **[TBD]** to present their information in person and respond to questions.

Upon completion of the evaluation process [TBD] will present its findings to the Board of Selectmen and make recommendations regarding which, if any, applicant or applicants should receive further consideration by the Board.

Further consideration by the Board may include, but is not limited to, negotiation of a Host Community Agreement with the recommended respondent(s) Applicants.

Submission Requirements

Applicants shall submit [redacted] hardcopies and one electronic copy of RFI proposals in an envelope clearly marked “Adult Use Marijuana Establishment RFI.” Information regarding security and any other information considered proprietary shall be sealed in an inner envelope marked “Confidential.” Submittals shall be delivered to:

[NAME]

[ADDRESS]

Included in the envelope shall be a check made out to “Town of Natick” in the amount of \$500 to cover the cost of the RFI Review. Each RFI submission shall include the following information:

1. **Cover Letter** – Please submit a 1-2 page cover letter summarizing the Applicant’s proposal and indicating why the Applicant should be selected to operate a Marijuana Establishment in the Town.
2. **Application of Intent** –
 - a. Documentation that the entity applying for the Marijuana Establishment license with the CCC is an entity registered to do business in Massachusetts.
 - b. Certificate of good standing, issued within the previous 90 days from submission of RFI from the Corporations Division of the Secretary of the Commonwealth.
 - c. A list of all Persons or Entities having Direct or Indirect Control of the Marijuana Establishment, as defined in 935 CMR 500.002.
 - d. Documentation detailing the amounts and sources of capital resources available to the applicant from any individual or entity that will be contributing capital resources for purposes of establishing or operating the Marijuana Establishment.
 - e. Documentation of the proposed address for the Marijuana Establishment and evidence of property interest or site control in the form of clear title, an option to purchase, a legally enforceable agreement to give title, or documentation evidencing legal authorization permission to use the premises, such as a lease or option to lease.
 - f. Evidence that the proposed location complies with applicable buffer zones and zoning requirements in the form of a survey plan or GIS mapping showing the location and all properties and uses within applicable buffers as set forth in the Town’s Zoning Bylaw -
3. **Management and Operations Profile** -
 - a. ~~Proposed~~ Timeline for achieving operation of the Marijuana Establishment and evidence the Marijuana Establishment will be ready to operate within the intended timeline.
 - b. Demonstration of Marijuana Establishment’s plan to obtain liability insurance policy.

- c. Detailed ~~summary of~~ operating policies and procedures from the Marijuana Establishment, including, but not limited to, the following (to the extent applicable to the proposed operations):
 - i. Security
 - ii. Personnel policies
 - iii. Prevention of diversion of marijuana to minors or the illicit market
 - iv. Marijuana storage
 - v. Transportation and onsite deliveries both to and from the Marijuana Establishment
 - vi. Delivery to customers
 - vii. Cultivation process and procedures, including evidence of plans for compliance with Cannabis Control Commission best practices for energy use, water consumption and pesticide controls.
 - viii. Product Manufacturing process and procedures
 - ix. Retail dispensing procedures
 - x. Research process and procedures
 - xi. Testing process and procedures
 - xii. Record keeping and maintenance of financial records
 - d. Qualifications of all Close Associates with managerial or operational control.
 - e. Certification that no Person Having Direct or Indirect Control of the Marijuana Establishment has committed any offense(s) that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D.
 - f. Disclosure of ownership interest of any Person Having Direct or Indirect Control of the proposed Marijuana Establishment in any other licensed Marijuana Establishments within the Commonwealth or elsewhere (license pending or otherwise approved).
 - g. Training plans for employees
- 4. Plan for Positive Community Impacts:**
- a. Description ~~of the~~ any community or local ties to the Natick community [TBD].
 - b. Proposed hours of operation
 - c. Proposal for ensuring the protection ~~of~~ on ~~ago~~ of -public health
 - d. Proposal for full and part-time employment and anticipated benefits packages for employees.
 - e. A proposal demonstrating municipal benefits the Marijuana Establishment will provide to the Town, financial or otherwise.
 - f. Diversity plan to promote equity among minorities, women, veterans, people with disabilities, people of all gender identities and sexual orientation. [TBD]
 - g. Status as Economic Empowerment or Social Equity Applicant.

Community Outreach Hearing

Following the submission of the RFI, the Applicant shall schedule a Community Outreach Meeting, in coordination with the Community and Economic Development Director for purposes of selecting a date and location for the Community Outreach Meeting that will minimize conflict with the meeting schedules of other municipal boards requiring notification of this meeting and

in order to ensure availability and attendance of appropriate municipal representatives at the meeting. Applicants are encouraged to make use of municipally-owned meeting space for Community Outreach Meetings and shall reserve public space on the same terms as applicable to other private entities.

The Community Outreach Meeting shall include, at a minimum, disclosure of the following information:

1. The type(s) of Marijuana Establishments to be located at the proposed address.
2. Information adequate to demonstrate that the location will be maintained securely.
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors.
4. A plan by the Marijuana Establishment to positively impact the Town community.

Application Review

~~The~~ Applications will be reviewed by [TBD], which will make a recommendation to the Board as to whether an Applicant has met the minimum criteria to proceed with negotiation of a Host Community Agreement. In the case of Marijuana Retailers for which there are a limited number of licenses, the [TBD] evaluation will include a ranking of applicants based on the review criteria in Appendix A.

The Board of Selectmen Town reserves the right to reject any and all applications if deemed to be in the Town's best interest.

The Town does not discriminate on the basis of race, sex, age, color, national origin, religion, genetic identity, disability, gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, or any other protected status.

Selection Process

Submittals will be evaluated by [TBD] according to the evaluation criteria described in Addendum A. Applicants deemed qualified by the ~~Subcommittee~~ [TBD] will be invited to enter into negotiations with the Board of Selectmen which may include, but is not limited to, negotiation of a Host Community Agreement.

To augment the information provided in the submittal, additional information, interviews and/or presentations may be required by [TBD] or the Board.

Neither the Town, its Board, employees or any of its agents, attorneys, consultants or officials - [TBD] will be liable for any costs incurred by the applicant for preparation of their response to this RFI or their participation in subsequent interviews or presentations.

Compliance with RFI Requirements

Applicants responding to this RFI are expected to follow its requirements. Failure to comply with the requirements of any portion of this RFI may result in disqualification from the review process.

Ownership of Documents

Any material submitted by applicants shall become the property of the Town.

Public Record

Any personal or financial identifiers (e.g. SSNs, bank account numbers, etc.) contained in submittal documents shall be redacted by the applicant prior to submittal.

All information contained in submittals and not redacted as above may be open for public inspection. All ~~proprietary and~~ security-related information furnished by the applicant will be treated as confidential by the Town to the extent permitted by Massachusetts public records law and shall be submitted in a separate sealed envelope marked as such.

DRAFT

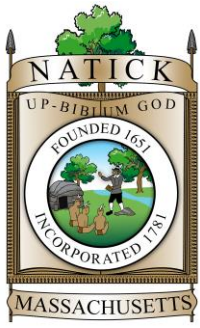
TOWN OF NATICK – REQUEST FOR INFORMATION

ADDENDUM A

REVIEW CRITERIA

The [TBD] shall review responses to the Adult Use Marijuana Establishment RFI in accordance with the following review criteria to make recommendations to the Board of Selectmen with respect to the Respondent(s) applicant it considers to have submitted proposals deemed to be in the best interest of the Town:

- ❖ Respondent demonstrates ~~K~~ knowledge and understanding of licensing procedures
- ❖ Respondents' management and operations team demonstrates ~~P~~ prior experience in commercial cannabis ventures or other relevant experience in relevant fields
- ❖ Respondent has presented high quality ~~Quality of and well-formulated~~ management and operations plans
- ❖ The Respondent's proposal demonstrates ~~Proposal market and financial~~ feasibility—
~~both market and financial~~
- ❖ The Respondent's ~~Proposed~~ has an acceptable development timeline and ability to bring the proposed Marijuana Establishment to timely commencement
- ❖ Community connection and local residency [TBD]
- ❖ The Respondent has addressed ~~P~~ parking and traffic management for the proposed location
- ❖ The Respondent has made ~~F~~ financial commitments and other plans for positive community impact inducements
- ❖ The Respondent's proposal fits within the Town's goals for ~~G~~ geographic diversity in proposed the locations
- ❖ Demonstration of opportunities Economic empowerment/Social Equity Applicants [TBD]
- ❖ The Respondent has addressed the potential ~~Potential for~~ detrimental municipal impacts and proposed acceptable mitigation measures.
- ❖ The Respondent's proposal integrates into ~~Integration of the proposal with the~~ overall goals of the Town of Natick.-



TOWN OF NATICK MASSACHUSETTS

MELISSA A. MALONE
TOWN ADMINISTRATOR

To: Board of Selectmen

From: Melissa A. Malone, Town Administrator

cc: Chief Jim Hicks, Jim White, Ted Fields, John Townsend, Bill Chenard
Katie Laughman, Esq.

Date: October 25, 2019

Re: Adult Use Marijuana – Agenda 10.28.19

By way of outline for our discussion on Monday evening, Attorney Laughman will provide an overview of adult use marijuana licensing and selection of entities, while also sharing best practices and new developments with the Cannabis Control Commission.

Attached is a draft Request for Information (RFI) for Adult Use Marijuana Establishments and draft Rules and Regulations related to licensing of Adult Use Marijuana. There are a few policy issues that are designated TBD for our discussion within the RFI, specifically the evaluation committee and review criteria.

1. Who should be the designated entity/review committee to evaluate the RFI Applications?

Given the expertise of existing staff members in evaluating public health, safety, and other variables noted within the Addendum, I recommend that there be a five-member evaluation committee established by the Board of Selectmen (BOS).

Specifically, I recommend that the following individuals and/or designees within their offices comprise the evaluation committee: Chair of the BOS, Director of Public Health, Chief of Police, Director of Community & Economic Development, and Town Administrator.

2. Should the Review Criterion within the RIF Addendum include greater consideration for Economic Empowerment and Social Equity Applicants and/or local residency applicants seeking licenses?

At this time, the Commonwealth has ongoing efforts to ensure Economic Empowerment and Social Equity Applicants who meet a specific set of state criteria are able to participate in the adult use

marijuana industry. With respect to locally owned and operated entities, the marijuana industry is highly sophisticated. Given the complexity of the industry and high standards necessary to ensure compliance, it is my recommendation that the Review Criteria strictly incorporate best practices and exclude consideration for residency (which is temporal and subject to change).

Once these policy issues are determined, and your questions satisfactorily answered, it is recommended that we advertise the RFI for 30 days and advertise this in the following manner: Central Register, press release, newspaper, and related trade magazines. At this time, we anticipate receiving numerous applications for retail licenses. Once the RFI has closed, and depending upon the number of completed applications, we can then provide the Board with a timeframe when recommendations may be expected.

Town of Natick - DRAFT - Request for Information

Adult Use Marijuana Establishments

The Town of Natick (the “Town”) invites interested parties to submit an application in response to this Request for Information for individuals/companies seeking to operate an Adult Use Marijuana Establishment in the Town. Selected applicants will be invited to negotiate a Host Community Agreement with the Board of Selectmen (the “Board”) and move forward with the local permitting and licensing processes.

This is not a binding Request for Proposals (RFP), but an invitation for interested parties to submit an “Adult Use Marijuana Establishment Plan” to the Town. The Town will use the RFI submittals to gauge interest and determine suitability of potential applicants. Following analysis of the RFI submittals, the Town reserves the right to enter into negotiations with one or more respondents to the RFI for a Host Community Agreement. Respondents interested in any available licenses issued by the Cannabis Control Commission should follow this process.

The RFI is available at [WEBSITE]

The Town is accepting responses for any available licenses issued by the Cannabis Control Commission. The deadline for submission of the RFI is as follows:

License Type	Number Allowed	Deadline for RFI Submission
Marijuana Retailer	2	TBD
Marijuana Cultivator	No Cap	Rolling
Marijuana Product Manufacturer	No Cap	Rolling
Craft Marijuana Cooperative	No Cap	Rolling
Microbusiness	No Cap	Rolling
Delivery-Only	No Cap	Rolling
Marijuana Transporter	No Cap	Rolling
Independent Testing Laboratory	No Cap	Rolling
Marijuana Research Facility	No Cap	Rolling

Overview of Application Process

The information provided will be evaluated by [TBD] according to the guidelines described in the Addendum A.

The Town reserves the right to reject any application it deems to be incomplete, however it may, at its discretion, request that the omitted information or further clarifications be provided by the Applicant.

Applicants may be asked to appear before [TBD] to present their information in person and respond to questions.

Upon completion of the evaluation process [TBD] will present its findings to the Board of Selectmen and make recommendations regarding which, if any, applicant or applicants should receive further consideration by the Board.

Further consideration by the Board may include, but is not limited to, negotiation of a Host Community Agreement with the recommended Applicants.

Submission Requirements

Applicants shall submit [] hardcopies and one electronic copy of RFI proposals in an envelope clearly marked "Adult Use Marijuana Establishment RFI." Information regarding security and any other information considered proprietary shall be sealed in an inner envelope marked "Confidential." Submittals shall be delivered to:

[NAME]

[ADDRESS]

Included in the envelope shall be a check made out to "Town of Natick" in the amount of \$500 to cover the cost of the RFI Review. Each RFI submission shall include the following information:

1. **Cover Letter** – Please submit a 1-2 page cover letter summarizing the Applicant's proposal and indicating why the Applicant should be selected to operate a Marijuana Establishment in the Town.
2. **Application of Intent** –
 - a. Documentation that the Marijuana Establishment is an entity registered to do business in Massachusetts.
 - b. Certificate of good standing, issued within the previous 90 days from submission of RFI from the Corporations Division of the Secretary of the Commonwealth.
 - c. A list of all Persons or Entities having Direct or Indirect Control of the Marijuana Establishment, as defined in 935 CMR 500.002.
 - d. Documentation detailing the amounts and sources of capital resources available to the applicant from any individual or entity that will be contributing capital resources for purposes of establishing or operating the Marijuana Establishment.
 - e. Documentation of the proposed address for the Marijuana Establishment and evidence of property interest or site control in the form of clear title, an option to purchase, a legally enforceable agreement to give title, or documentation evidencing permission to use the premises.
 - f. Evidence that the proposed location complies with applicable buffer zones and zoning requirements.
3. **Management and Operations Profile** -
 - a. Proposed timeline for achieving operation of the Marijuana Establishment and evidence the Marijuana Establishment will be ready to operate within the intended timeline.
 - b. Demonstration of Marijuana Establishment's plan to obtain liability insurance policy.
 - c. Detailed summary of operating policies and procedures from the Marijuana Establishment, including, but not limited to, the following (to the extent applicable to the proposed operations):
 - i. Security

- ii. Personnel policies
 - iii. Prevention of diversion of marijuana to minors or the illicit market
 - iv. Marijuana storage
 - v. Transportation and onsite delivery
 - vi. Delivery to customers
 - vii. Cultivation process and procedures, including evidence of plans for compliance with Cannabis Control Commission best practices for energy use, water consumption and pesticide controls.
 - viii. Product Manufacturing process and procedures
 - ix. Retail dispensing procedures
 - x. Research process and procedures
 - xi. Testing process and procedures
 - xii. Record keeping and maintenance of financial records
 - d. Qualifications of all Close Associates with managerial or operational control.
 - e. Certification that no Person Having Direct or Indirect Control of the Marijuana Establishment has committed any offense(s) that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802 Tables B-D.
 - f. Disclosure of ownership interest of any Person Having Direct or Indirect Control of the proposed Marijuana Establishment in any other licensed Marijuana Establishments within the Commonwealth or elsewhere (license pending or otherwise approved).
 - g. Training plans for employees
- 4. Plan for Positive Community Impacts:**
- a. Description the any community or local ties to the Natick community [TBD].
 - b. Proposed hours of operation
 - c. Proposal for ensuring the protecting public health
 - d. Proposal for full and part-time employment and anticipated benefits packages for employees.
 - e. A proposal demonstrating municipal benefits the Marijuana Establishment will provide to the Town, financial or otherwise.
 - f. Diversity plan to promote equity among minorities, women, veterans, people with disabilities, people of all gender identities and sexual orientation. [TBD]
 - g. Status as Economic Empowerment or Social Equity Applicant.

Community Outreach Hearing

Following the submission of the RFI, the Applicant shall schedule a Community Outreach Meeting, in coordination with the Community and Economic Development Director for purposes of selecting a date and location for the Community Outreach Meeting that will minimize conflict with the meeting schedules of other municipal boards requiring notification of this meeting and in order to ensure availability and attendance of appropriate municipal representatives at the meeting. Applicants are encouraged to make use of municipally-owned meeting space for Community Outreach Meetings and shall reserve public space on the same terms as applicable to other private entities.

The Community Outreach Meeting shall include, at a minimum, disclosure of the following information:

1. The type(s) of Marijuana Establishments to be located at the proposed address.
2. Information adequate to demonstrate that the location will be maintained securely.
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors.
4. A plan by the Marijuana Establishment to positively impact the community.

Application Review

The Applications will be reviewed by [TBD], which will make a recommendation to the Board as to whether an Applicant has met the minimum criteria to proceed with negotiation of a Host Community Agreement. In the case of Marijuana Retailers for which there are a limited number of licenses, the [TBD] evaluation will include a ranking of applicants based on the review criteria in Appendix A.

The Town reserves the right to reject any and all applications if deemed to be in the Town's best interest.

The Town does not discriminate on the basis of race, sex, age, color, national origin, religion, genetic identity, disability, gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, or any other protected status.

Selection Process

Submittals will be evaluated by [TBD] according to the evaluation criteria described in Addendum A. Applicants deemed qualified by the Subcommittee will be invited to enter into negotiations with the Board of Selectmen which may include, but is not limited to, negotiation of a Host Community Agreement.

To augment the information provided in the submittal, additional information, interviews and/or presentations may be required by [TBD] or the Board.

Neither the Town, its Board, employees or [TBD] will be liable for any costs incurred by the applicant for preparation of their response to this RFI or their participation in subsequent interviews or presentations.

Compliance with RFI Requirements

Applicants responding to this RFI are expected to follow its requirements. Failure to comply with the requirements of any portion of this RFI may result in disqualification from the review process.

Ownership of Documents

Any material submitted by applicants shall become the property of the Town.

Public Record

Any personal or financial identifiers (e.g. SSNs, bank account numbers, etc.) contained in submittal documents shall be redacted by the applicant prior to submittal.

All information contained in submittals and not redacted as above may be open for public inspection. All proprietary and security-related information furnished by the applicant will be treated as confidential by the Town to the extent permitted by Massachusetts public records law.

DRAFT

TOWN OF NATICK – REQUEST FOR INFORMATION

ADDENDUM A

REVIEW CRITERIA

The [TBD] shall review responses to the Adult Use Marijuana Establishment RFI in accordance with the following review criteria to make recommendations to the Board of Selectmen with to the applicant it considers to have submitted proposals deemed to be in the best interest of the Town:

- ❖ Knowledge and understanding of licensing procedures
- ❖ Prior cannabis experience
- ❖ Quality of management and operations plans
- ❖ Proposal feasibility – both market and financial
- ❖ Proposed development timeline and ability to bring Marijuana Establishment to timely commencement
- ❖ Community connection and local residency [TBD]
- ❖ Parking and traffic management
- ❖ Financial commitments and other inducements
- ❖ Geographic diversity in proposed locations
- ❖ Demonstration of opportunities Economic empowerment/Social Equity Applicants [TBD]
- ❖ Potential for detrimental municipal impacts
- ❖ Integration of the proposal with overall goals of the Town of Natick

Town of Natick
Board of Selectmen
DRAFT - Rules and Regulations
Adult Use Marijuana Establishment License

1.0 Applicability

- a) Per Article 10, Section 5 of the Town of Natick General Bylaws, no person shall carry on the business operating an Adult Use “Marijuana Establishment” as defined in G.L. c.94G and 935 CMR 500.002, including the cultivation, processing, packaging, delivering, manufacturing, transporting, selling, researching or otherwise transferring or testing marijuana or marijuana products within the Town unless first duly licensed thereof by the Board of Selectmen (“Board”), which License shall be renewed by said Marijuana Establishment annually.
- b) The following rules and regulations shall apply to all individuals and corporations who hold an Adult Use Marijuana Establishment License from the Cannabis Control Commission and seek a local License to operate within the Town.
- c) Violation(s) of any state or local law, bylaw, or rules or regulations may result in the suspension, cancelation, revocation or modification of a License.
- d) These rules and regulations may be amended or modified from time to time at the discretion of the Board.

2.0 Host Community Agreement Required

Any Marijuana Establishment operating within the Town shall at all times have a valid Host Community Agreement and operate in accordance with the terms and provisions thereof.

3.0 Applications

Applicants for a License shall file an application on the *Adult Use Marijuana Establishment License Form* provided herein as Appendix A, signed under the penalties of perjury by the applicant, containing such information as the Board may reasonably require from time to time.

4.0 Fees

Each Applicant/Licensee shall pay the initial License Application Fee and Annual License Renewal Fee as noted below:

- a) License Application Fee: \$750
- b) Annual License Renewal Fee: \$500

5.0 Hearing

The Board shall hold a public hearing within 60 days of receipt of a completed License Application or License Renewal Application, with due written notice provided to the Applicant of the time, date and location where such application will be heard.

6.0 Evaluation Criteria

The Board shall grant Licenses and License Renewals with the goal of ensuring that the needs of the community are met with regard to the operation of the Marijuana Establishment and the protection of community health, safety and welfare. Applicants shall be evaluated on the following:

- (a) The Applicant has obtained a Final License from the Cannabis Control Commission and has kept such license current and remains a licensee in good standing with the Cannabis Control Commission;
- (b) The Applicant is in compliance with all local laws and regulations, including Special Permit conditions and Board of Health operating permits;
- (c) The Applicant has developed and successfully implemented a plan to ensure no diversion of marijuana or marijuana products to the illegal market or to minors;
- (d) The Applicant has held a Community Impact Meeting in consistent with the Cannabis Control Commission's Guidance for License Applicants on Community Outreach and has developed a community mitigation plan that addresses reasonable concerns of abutters and the Town. Applicants shall be required to annually update such mitigation plans and address any ongoing community impacts or concerns relating to the operation of the Marijuana Establishment as part of a License renewal;
- (e) The Applicant has made timely payment to the Town of all applicable fees and local taxes, including all payments under the Host Community Agreement; and
- (f) The Applicant is in compliance with all non-monetary terms of the Host Community Agreement.

7.0 General Provisions Applicable to All Marijuana Establishments

- a) All Close Associates and Persons Having Direct Control of a Marijuana Establishment, as defined in 935 CMR 500.002, must have read, be familiar with, and comply with these Rules and Regulations and ensure all employees operate in compliance with said Rules and Regulations. No Licensee shall permit any disorder, disturbance or illegality of any kind to take place in or on the Licensed Premises. The Licensee shall be responsible therefore whether present or not.
- b) Any Close Associate in control of the premises on any given day or time shall ensure compliance with all applicable state and local laws and rules and regulations. Close Associates will be held accountable by the Board whether or not present at the premises at the time of a disorder, disturbance or illegality of any kind.
- c) When any misconduct occurs in the area in front of or adjacent to the Licensed Premises, or in any parking lot provided by the Licensee for the use of its patrons, that is not reasonably addressed and ameliorated by the Licensee, the Licensee may be held in violation of the conditions of its License and may be subject to disciplinary action.
- d) The following actions shall require the approval of the Board:
 - i. Any change in the Close Associates with direct oversight of day-to-day operation;
 - ii. A change in the aggregate of more than 25% of the Persons or Entities Having Direct or Indirect Control of the Marijuana Establishment; or
 - iii. Reductions or extensions of the area of the Licensed Premises, expanded hours or material changes in the physical layout of the Licensed Premises.

- e) All Licensees must maintain an updated employee roster or list that shall be available upon request to the Board and its agents, and Natick Police, Fire, and Inspectional Services Departments' agents.
 - i. The roster/list shall include all employees and specify which employee is on duty on a particular date and time.
 - ii. The roster/list for any given day shall be kept a minimum of sixty (60) days.
- f) The Town of Natick Health Department and Building Department may conduct inspections to ensure compliance with state and local regulations.
- g) The hours of operation for any non-retail Marijuana Establishments shall be normal business hours as proposed by the Licensee, subject to the Board's approval.

8.0 General Provisions Applicable to Retail Marijuana Establishments

- a) No alcoholic beverages may be sold at the Licensed Premises.
- b) Licensees shall not permit more patrons on the premises than the capacity number approved by the Board, subject to the following:
 - i. The Licensed Premises must comply with the floor plan approved by the Board. Any material and substantial changes in the floor plan or any renovations of any kind are not allowed without notification to and prior written approval of the Board.
 - ii. A Retail Marijuana Establishment may be required, at the discretion of the Board, to employ crowd management measures for any Retail Marijuana Establishment, including, but not limited to appointment systems, off-site shuttle services, or on-site queuing plans to ensure minimal disruption to pedestrian and vehicular traffic.
 - iii. The hours of operation of any Retail Marijuana Establishment shall be determined by the Board. In the absence of such determination, the hours of operation of any Retail Marijuana Establishment shall be limited to 9am to 9pm, Sunday through Saturday.

9.0 Definitions

- a) **Close Associate:** a person who holds a relevant managerial, operational or financial interest in the business of a Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operations of a Marijuana Establishment. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.
- b) **Persons or Entities Having Direct Control:** any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - A Close Associate
 - A Person or Entity that has the right to control or authority, through contracts or otherwise.
- c) **Persons or Entities Having Indirect Control:** any person or entity having direct control over operations of a Marijuana Establishment. It specifically includes any person with a controlling interest holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

- d) **License:** the certificate issued by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick. Licenses shall be valid for one year and subject to annual renewal.
- e) **Licensee:** a person or entity licensed by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick under Article 10 Section 5 of the Natick General Bylaw.
- f) **Licensed Premises:** any location over which a Marijuana Establishment or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.
- g) **Marijuana Establishment:** an Adult Use Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Delivery-Only Licensee, Social Consumption Establishment or any other type of licensed marijuana-related business as defined in 935 CMR 500.002, except a Medical Marijuana Treatment Center.

10.0 Enforcement

The Board of Selectmen may issue orders as appropriate to aid in the enforcement of this regulation and may enforce these provisions in equity, including the request for injunctive relief, in a court of competent jurisdiction. Any failure to comply with any order issued hereunder shall result in the issuance of a formal warning. Any failure to comply with such a warning shall result in a fine of \$100.00. Any failure to comply after the issuance of said fine may be punishable by a subsequent fine of \$300.00. Each day of a continued non-compliance shall constitute a separate violation. Further, the Board of Selectmen may hold a hearing, with notice to the licensee, to determine if such license should be modified, suspended or revoked.

ITEM TITLE: Rules & Regulations Adult Use Marijuana Establishment Licenses: Draft for Consideration

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Revised Rules & Regs	11/16/2019	Cover Memo
BOS Draft Regulations	10/28/2019	Cover Memo
Board of Health Regulations	10/28/2019	Cover Memo

**Town of Natick
Board of Selectmen
DRAFT - Rules and Regulations
Adult Use Marijuana Establishment License**

1.0 Applicability

- a) Per Article 10, Section 5 of the Town of Natick General Bylaws, no person shall carry on the business operating an Adult Use “Marijuana Establishment” as defined in G.L. c.94G and 935 CMR 500.002, including the cultivation, processing, packaging, delivering, manufacturing, transporting, selling, researching or otherwise transferring or testing marijuana or marijuana products within the Town unless first duly licensed thereof by the Board of Selectmen (“Board”), which License shall be renewed by said Marijuana Establishment annually.
- b) The following rules and regulations shall apply to all individuals, ~~and~~ corporations or other legal entities that ~~who~~ hold an Adult Use Marijuana Establishment License from the Cannabis Control Commission and seek a local License to operate within the Town.
- c) Violation(s) of any state or local law, bylaw, or rules or regulations may result in the suspension, cancelation, revocation or modification of a License.
- d) These rules and regulations may be amended or modified from time to time at the discretion of the Board.

2.0 Host Community Agreement Required

Any Marijuana Establishment operating within the Town shall at all times have a valid Host Community Agreement and operate in accordance with the terms and provisions thereof.

3.0 Applications

Applicants for a License shall file an application on the *Adult Use Marijuana Establishment License Application* Form provided herein as Appendix A, signed under the penalties of perjury by the applicant, containing such information as the Board may reasonably require from time to time.

4.0 Fees

Each Applicant/Licensee shall pay the initial License Application Fee and Annual License Renewal Fee as noted below:

- a) License Application Fee: \$750
- b) Annual License Renewal Fee: \$500

5.0 Hearing

The Board shall hold a public hearing within 60 days of receipt of a completed License Application or License Renewal Application, with due written notice provided to the Applicant of the time, date and location where such application will be heard. Applications submitted to the Board shall be reviewed by [----] for a determination of completeness prior to the scheduling of the public hearing.

6.0 Evaluation Criteria

The Board shall grant Licenses and License Renewals with the goal of ensuring that the needs of the community are met with regard to the operation of the Marijuana Establishment and the protection of community health, safety and welfare. Applicants shall be evaluated on the following:

- (a) The Applicant has obtained a Final License from the Cannabis Control Commission and has kept such license current and remains a licensee in good standing with the Cannabis Control Commission;
- (b) The Applicant is in compliance with all local laws and regulations, including Special Permit conditions and Board of Health operating permits;
- (c) The Applicant has developed and successfully implemented a plan to ensure no diversion of marijuana or marijuana products to the illegal market or to minors;
- (d) The Applicant has held a Community Impact Meeting in consistent with the Cannabis Control Commission's Guidance for License Applicants on Community Outreach and has developed a community mitigation plan that addresses reasonable concerns of abutters and the Town. Applicants shall be required to annually update such mitigation plans and address any ongoing community impacts or concerns relating to the operation of the Marijuana Establishment as part of a License renewal;
- (e) The Applicant has made timely payment to the Town of all applicable fees and local taxes, including all payments under the Host Community Agreement; and
- (f) The Applicant is in compliance with all non-monetary terms of the Host Community Agreement.

7.0 General Provisions Applicable to All Marijuana Establishments

- a) All Close Associates and Persons Having Direct Control of a Marijuana Establishment, as defined in 935 CMR 500.002, must have read, be familiar with, and comply with these Rules and Regulations and ensure all employees operate in compliance with said Rules and Regulations. No Licensee shall permit any disorder, disturbance or illegality of any kind to take place in or on the Licensed Premises. The Licensee shall be responsible therefore whether present or not.
- b) Any Close Associate in control of the Licensed pP Premises on any given day or time shall ensure compliance with all applicable state and local laws and rules and regulations. Close Associates will be held accountable by the Board whether or not present at the Licensed pP Premises at the time of a disorder, disturbance or illegality of any kind.
- c) When any misconduct occurs in the area around, in front of, or adjacent to the Licensed Premises, or in any parking lot provided by the Licensee for the use of its patrons, that is not reasonably addressed and ameliorated by the Licensee, the Licensee may be held in violation of the conditions of its License and may be subject to disciplinary action.
- d) The following actions shall require the approval of the Board:
 - i. Any change in the Close Associates with direct oversight of day-to-day operation;
 - ii. A change in the aggregate of more than 25% of the Persons or Entities Having Direct or Indirect Control of the Marijuana Establishment; or
 - iii. Reductions or extensions of the area of the Licensed Premises, expanded hours or material changes in the physical layout of the Licensed Premises requiring a building permit which are deemed by the Building Inspector to be material in scope.

- e) All Licensees must maintain an updated employee roster or list that shall be available upon request to the Board and its agents, and Natick Police, Fire, and Inspectional Services Departments' agents.
 - i. The roster/list shall include all employees and specify which employee is on duty on a particular date and time.
 - ii. The roster/list for any given day shall be kept a minimum of sixty (60) days.
- f) The Town of Natick Health Department, Police Department and Building Department may conduct inspections to ensure compliance with state and local regulations.
- g) The hours of operation for any non-retail Marijuana Establishments shall be normal business hours as proposed by the Licensee, subject to the Board's approval.

8.0 General Provisions Applicable to Retail Marijuana Establishments

- a) No alcoholic beverages may be sold at the Licensed Premises.
- b) Licensees shall not permit more patrons on the Licensed pP Premises than the capacity number approved by the Board, subject to the following:
 - i. ~~The Licensed Premises must comply with the floor plan approved by the Board. Any material and substantial changes in the floor plan or any renovations of any kind are not allowed without notification to and prior written approval of the Board.~~
 - ii. A Retail Marijuana Establishment may be required, at the discretion of the Board, to employ crowd management measures for any Retail Marijuana Establishment, including, but not limited to appointment systems, off-site shuttle services, or on-site queuing plans to prevent ~~ensure minimal~~ disruption to pedestrian and vehicular traffic.
 - iii. The hours of operation of any Retail Marijuana Establishment shall be determined by the Board. In the absence of such determination, the hours of operation of any Retail Marijuana Establishment shall be limited to 9am to 9pm, Sunday through Saturday.

9.0 Definitions

- a) **Close Associate:** a person who holds a relevant managerial, operational or financial interest in the business of a Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operations of a Marijuana Establishment. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.
- b) **Host Community Agreement:** an agreement, pursuant to M.G.L. c.94G, s.3(d), between a Marijuana Establishment and a municipality setting forth additional conditions for the operation of a Marijuana Establishment, including stipulations of responsibility between the parties.
- c) ~~**Persons or Entities Having Direct Control:** any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:~~
 - ~~An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;~~
 - ~~A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;~~
 - ~~A Close Associate~~
 - ~~A Person or Entity that has the right to control or authority, through contracts or otherwise.~~

- d) ~~**Persons or Entities Having Indirect Control:** any person or entity having direct control over operations of a Marijuana Establishment. It specifically includes any person with a controlling interest holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.~~
- e) **License:** the certificate issued by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick. Licenses shall be valid for one year and subject to annual renewal.
- f) **Licensee:** a person or entity licensed by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick under Article 10 Section 5 of the Natick General Bylaw.
- g) **Licensed Premises:** any location over which a Marijuana Establishment or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.
- h) **Marijuana Establishment:** an Adult Use Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Delivery-Only Licensee, Social Consumption Establishment or any other type of licensed marijuana-related business as defined in 935 CMR 500.002, except a Medical Marijuana Treatment Center.
- i) **Persons or Entities Having Direct Control:** any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - A Close Associate
 - A Person or Entity that has the right to control or authority, through contracts or otherwise.
- j) **Persons or Entities Having Indirect Control:** any person or entity having indirect control over operations of a Marijuana Establishment. It specifically includes any person with a controlling interest holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

10.0 Enforcement

The Board of Selectmen may issue orders as appropriate to aid in the enforcement of this regulation and may enforce these provisions in equity, including ~~the a~~ request for injunctive relief, in a court of competent jurisdiction. Any failure to comply with any order issued hereunder shall result in the issuance of a formal warning. Any failure to comply with such a warning shall result in a n initial fine of \$100.00. Any failure to comply after the issuance of said fine may be punishable by a subsequent fine of \$300.00. Each day of a continued non-compliance shall constitute a separate violation. Further, the Board of Selectmen may hold a hearing, with notice to the Licensee, to determine if such License should be modified, suspended or revoked.

Town of Natick
Board of Selectmen
DRAFT - Rules and Regulations
Adult Use Marijuana Establishment License

1.0 Applicability

- a) Per Article 10, Section 5 of the Town of Natick General Bylaws, no person shall carry on the business operating an Adult Use “Marijuana Establishment” as defined in G.L. c.94G and 935 CMR 500.002, including the cultivation, processing, packaging, delivering, manufacturing, transporting, selling, researching or otherwise transferring or testing marijuana or marijuana products within the Town unless first duly licensed thereof by the Board of Selectmen (“Board”), which License shall be renewed by said Marijuana Establishment annually.
- b) The following rules and regulations shall apply to all individuals and corporations who hold an Adult Use Marijuana Establishment License from the Cannabis Control Commission and seek a local License to operate within the Town.
- c) Violation(s) of any state or local law, bylaw, or rules or regulations may result in the suspension, cancelation, revocation or modification of a License.
- d) These rules and regulations may be amended or modified from time to time at the discretion of the Board.

2.0 Host Community Agreement Required

Any Marijuana Establishment operating within the Town shall at all times have a valid Host Community Agreement and operate in accordance with the terms and provisions thereof.

3.0 Applications

Applicants for a License shall file an application on the *Adult Use Marijuana Establishment License Form* provided herein as Appendix A, signed under the penalties of perjury by the applicant, containing such information as the Board may reasonably require from time to time.

4.0 Fees

Each Applicant/Licensee shall pay the initial License Application Fee and Annual License Renewal Fee as noted below:

- a) License Application Fee: \$750
- b) Annual License Renewal Fee: \$500

5.0 Hearing

The Board shall hold a public hearing within 60 days of receipt of a completed License Application or License Renewal Application, with due written notice provided to the Applicant of the time, date and location where such application will be heard.

6.0 Evaluation Criteria

The Board shall grant Licenses and License Renewals with the goal of ensuring that the needs of the community are met with regard to the operation of the Marijuana Establishment and the protection of community health, safety and welfare. Applicants shall be evaluated on the following:

- (a) The Applicant has obtained a Final License from the Cannabis Control Commission and has kept such license current and remains a licensee in good standing with the Cannabis Control Commission;
- (b) The Applicant is in compliance with all local laws and regulations, including Special Permit conditions and Board of Health operating permits;
- (c) The Applicant has developed and successfully implemented a plan to ensure no diversion of marijuana or marijuana products to the illegal market or to minors;
- (d) The Applicant has held a Community Impact Meeting in consistent with the Cannabis Control Commission's Guidance for License Applicants on Community Outreach and has developed a community mitigation plan that addresses reasonable concerns of abutters and the Town. Applicants shall be required to annually update such mitigation plans and address any ongoing community impacts or concerns relating to the operation of the Marijuana Establishment as part of a License renewal;
- (e) The Applicant has made timely payment to the Town of all applicable fees and local taxes, including all payments under the Host Community Agreement; and
- (f) The Applicant is in compliance with all non-monetary terms of the Host Community Agreement.

7.0 General Provisions Applicable to All Marijuana Establishments

- a) All Close Associates and Persons Having Direct Control of a Marijuana Establishment, as defined in 935 CMR 500.002, must have read, be familiar with, and comply with these Rules and Regulations and ensure all employees operate in compliance with said Rules and Regulations. No Licensee shall permit any disorder, disturbance or illegality of any kind to take place in or on the Licensed Premises. The Licensee shall be responsible therefore whether present or not.
- b) Any Close Associate in control of the premises on any given day or time shall ensure compliance with all applicable state and local laws and rules and regulations. Close Associates will be held accountable by the Board whether or not present at the premises at the time of a disorder, disturbance or illegality of any kind.
- c) When any misconduct occurs in the area in front of or adjacent to the Licensed Premises, or in any parking lot provided by the Licensee for the use of its patrons, that is not reasonably addressed and ameliorated by the Licensee, the Licensee may be held in violation of the conditions of its License and may be subject to disciplinary action.
- d) The following actions shall require the approval of the Board:
 - i. Any change in the Close Associates with direct oversight of day-to-day operation;
 - ii. A change in the aggregate of more than 25% of the Persons or Entities Having Direct or Indirect Control of the Marijuana Establishment; or
 - iii. Reductions or extensions of the area of the Licensed Premises, expanded hours or material changes in the physical layout of the Licensed Premises.

- e) All Licensees must maintain an updated employee roster or list that shall be available upon request to the Board and its agents, and Natick Police, Fire, and Inspectional Services Departments' agents.
 - i. The roster/list shall include all employees and specify which employee is on duty on a particular date and time.
 - ii. The roster/list for any given day shall be kept a minimum of sixty (60) days.
- f) The Town of Natick Health Department and Building Department may conduct inspections to ensure compliance with state and local regulations.
- g) The hours of operation for any non-retail Marijuana Establishments shall be normal business hours as proposed by the Licensee, subject to the Board's approval.

8.0 General Provisions Applicable to Retail Marijuana Establishments

- a) No alcoholic beverages may be sold at the Licensed Premises.
- b) Licensees shall not permit more patrons on the premises than the capacity number approved by the Board, subject to the following:
 - i. The Licensed Premises must comply with the floor plan approved by the Board. Any material and substantial changes in the floor plan or any renovations of any kind are not allowed without notification to and prior written approval of the Board.
 - ii. A Retail Marijuana Establishment may be required, at the discretion of the Board, to employ crowd management measures for any Retail Marijuana Establishment, including, but not limited to appointment systems, off-site shuttle services, or on-site queuing plans to ensure minimal disruption to pedestrian and vehicular traffic.
 - iii. The hours of operation of any Retail Marijuana Establishment shall be determined by the Board. In the absence of such determination, the hours of operation of any Retail Marijuana Establishment shall be limited to 9am to 9pm, Sunday through Saturday.

9.0 Definitions

- a) **Close Associate:** a person who holds a relevant managerial, operational or financial interest in the business of a Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operations of a Marijuana Establishment. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.
- b) **Persons or Entities Having Direct Control:** any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - A Close Associate
 - A Person or Entity that has the right to control or authority, through contracts or otherwise.
- c) **Persons or Entities Having Indirect Control:** any person or entity having direct control over operations of a Marijuana Establishment. It specifically includes any person with a controlling interest holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

- d) **License:** the certificate issued by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick. Licenses shall be valid for one year and subject to annual renewal.
- e) **Licensee:** a person or entity licensed by the Board of Selectmen to operate a Marijuana Establishment within the Town of Natick under Article 10 Section 5 of the Natick General Bylaw.
- f) **Licensed Premises:** any location over which a Marijuana Establishment or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.
- g) **Marijuana Establishment:** an Adult Use Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, Delivery-Only Licensee, Social Consumption Establishment or any other type of licensed marijuana-related business as defined in 935 CMR 500.002, except a Medical Marijuana Treatment Center.

10.0 Enforcement

The Board of Selectmen may issue orders as appropriate to aid in the enforcement of this regulation and may enforce these provisions in equity, including the request for injunctive relief, in a court of competent jurisdiction. Any failure to comply with any order issued hereunder shall result in the issuance of a formal warning. Any failure to comply with such a warning shall result in a fine of \$100.00. Any failure to comply after the issuance of said fine may be punishable by a subsequent fine of \$300.00. Each day of a continued non-compliance shall constitute a separate violation. Further, the Board of Selectmen may hold a hearing, with notice to the licensee, to determine if such license should be modified, suspended or revoked.

NATICK BOARD OF HEALTH REGULATION

CHAPTER 28:

THE SANITARY AND SAFE OPERATION OF ADULT-USE MARIJUANA ESTABLISHMENTS AND THE SALE OF ADULT-USE MARIJUANA

A. Statement of Purpose and Authority:

“The purpose of this regulation is to protect the public health and welfare by ensuring local oversight and inspection of Adult Use Marijuana Establishments by the Board of Health consistent with the authority given to municipalities under Chapter 55 of the Acts of 2017 and 935 CMR 500.000” and promulgated pursuant to the authority granted to the Natick Board Health by Massachusetts General Laws Chapter 111, Section 31.

Druzil et al v. Board of Health Haverhill, 324 Mass. 129 (1949)

B. Definitions:

Unless otherwise indicated, terms used throughout this regulation shall be defined as they are in 935 CMR 500.000 and General Law Chapter c. 94G, ss1. In addition, for the purposes of this regulation, the following words shall have the following meanings:

Adult-Only Retail Tobacco Store: An establishment that is not required to possess a retail food permit whose primary purpose is to sell or offer for sale but not for resale, tobacco products and tobacco paraphernalia, in which the sale of other products or offer of services is merely incidental, and in which the entry of persons under the minimum legal age is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products as required by the Town of Natick Board of Health.

Board of Health: Town of Natick Board of Health and its designated Board of Health Agents.

Board of Health Agent: The Director of Public Health and any town employee designated by the Board of Health, which may include Health Department staff, law enforcement officers, fire officials and code enforcement officers.

Business Agent: An individual who has been designated by the owner or operator of any adult-use marijuana establishment to be the manager or otherwise in charge of said establishment.

Edible Marijuana Products: A marijuana product that is to be consumed by humans by eating or drinking and is sold or made by a facility licensed as a Marijuana Establishment under 935 CMR 500.000 and or 935 CMR 501.000.

Marijuana: All parts of any plant of the genus cannabis, not excepted below, and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94G of the General Laws.

“Marijuana” shall not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or sterilized seed of the plant that is incapable of germination; hemp; or the weight of any other ingredient combined with adult-use marijuana to prepare topical or oral administration, food, drink or other products.

Marijuana Accessories: Equipment, products, devices or materials of any kind that are intended or designed for use in ingesting, inhaling or otherwise introducing adult-use marijuana into the human body.

Marijuana Establishment: Any type of marijuana-related business licensed by the Cannabis Control Commission pursuant to 935 CMR 500.050, including a marijuana cultivator, craft marijuana cooperative, marijuana product manufacture, independent testing laboratory, marijuana retailer, marijuana research facilities, marijuana transporter, marijuana micro-business.

Marijuana Products: Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Massachusetts Department of Agricultural Resources (MDAR): Under G.L c. 128, ss116 – 123 MDAR is the designated regulatory authority for the growing of Hemp for commercial purposes.

Operating Permit Holder: Any person engaged in the cultivation, sale distribution or transportation of marijuana who applies for and receives an operating permit, or any person, or his or her business agent who is required to apply for an operating permit pursuant to these regulations.

Minimum Legal Sales Age: The age an individual must be before that individual can be sold a marijuana product in the municipality.

Person: Any individual, firm, partnership, association, corporation, company or organization of any kind, including, but not limited to an owner, operator, manager, proprietor or person in charge of any establishment, business, cultivation property or retail store.

Self-Service Display: Any display from which customers may select marijuana or a marijuana-infused product without assistance from an establishment.

Vending Machine: Any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes adult-use marijuana products.

C. Marijuana Sales to Persons Under the Minimum Legal Sales Age Prohibited:

1. No person shall sell marijuana or permit marijuana, as defined herein, to be sold to a person under the minimum legal sales age; or give marijuana, marijuana products, or as defined herein, to a person under the minimum legal sales age. The minimum legal sales age in the Town of Natick is twenty-one (21) years of age.
2. Each person selling or distributing marijuana, marijuana products, or as defined herein, shall verify the age of the purchaser by means of a valid government-issued photographic identification containing the bearer's date of birth and showing that the purchaser is twenty-one (21) years of age or older.
3. All retail sales of marijuana, marijuana products, or as defined herein shall be face-to-face between the seller and the buyer and occur at the permitted location unless and until delivery of marijuana is authorized and licensed under the state regulation and then, in strict compliance with all applicable rules and regulations as well as the age limitation set forth herein.
4. No person shall sell marijuana accessory or permit marijuana accessory, as defined herein, to a person under the minimum legal sales age; or give marijuana products as defined herein, to a person under the minimum legal sales age.

D. Marijuana Operating Permit:

1. No person shall sell, cultivate, or deliver or otherwise commercially distribute marijuana or marijuana products, as defined herein, within the Town of Natick without first obtaining a Marijuana Operating Permit issued annually by the Natick Board of Health. Only owners of establishments with a permanent, non-mobile location in the Town of Natick are eligible to apply for an operating permit at the specific location in the Town of Natick and must meet the following application requirements:

- a. All applicants shall certify that they have obtained and are in compliance with all local and state laws, regulations, bylaws, including proof of a current license with the CNB and be prepared to show proof if requested.
 - b. A marijuana delivery-only establishment, if authorized and licensed under state regulation, shall not be required to have a permanent non-mobile location but shall have an in-state permanent business office address and contact information available. Upon request, the establishment must share information about the current location and destination of its employees with the Natick Board of Health.
2. No person shall gift marijuana or marijuana products to a consumer contingent upon the sale of any other products.
3. No person shall accept or redeem, offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any coupon that provides marijuana or a marijuana product without charge.
4. As part of the Marijuana Operating Permit application process, the applicant will be provided with the Town of Natick regulation. Each applicant is required to sign a statement declaring that the applicant has read this regulation and that the applicant is responsible for instructing all employees who will be responsible for marijuana sales about federal, state and local laws regarding the sale of marijuana, including this regulation.
5. A separate Marijuana Operating Permit, displayed conspicuously, is required for each Marijuana Establishment.
6. A Marijuana Operating Permit is non-transferable. Each new owner of a Marijuana Establishment must apply for a new permit.
7. Issuance of a Marijuana Operating Permit shall be conditioned on an applicant's consent to periodic inspections of the Marijuana Establishment, including any off-site location within the jurisdiction of the Board of Health, where business is conducted relating to the manufacture or sale of marijuana at the Marijuana Establishment.
8. A Marijuana Operating Permit will not be renewed if the permit holder has failed to pay fines issued and the time to appeal the fines has expired without an appeal having been filed and/or the permit holder has not satisfied any outstanding permit suspensions. If a violation was enforced by non-criminal dispositions, any appeal shall be taken pursuant to M.G.L. c.40, ss21D.

9. A Marijuana Operating Permit may be subject to non-renewal if the establishment has sold or otherwise supplied marijuana or a marijuana product to any person under the minimum legal sales age two times within the previous permit year and either the time to appeal has expired without an appeal having been filed or the appeals were unsuccessful. The permit holder may request a hearing pursuant to this regulation prior to non-renewal. Hearing will be pursuant to Section K of this regulation.
10. No person under the minimum legal sales age shall be permitted to enter an establishment with a Marijuana Operating Permit except if the establishment is co-located with a medical marijuana treatment center as defined in 935 CMR 500.002, those individuals in possession of a registration card demonstrating that the individual is a registered qualifying patient with the Medical Use of Marijuana Program and is in compliance with CMR 501.000
11. A retail marijuana establishment shall sell primarily marijuana, edible marijuana products and marijuana accessories. The sale of other products must be merely incidental. A retail marijuana establishment is prohibited from holding a tobacco sales permit, retail or wholesale food permit, or a license that permits the sale or distribution of any alcoholic beverage in any form.
12. All Marijuana Operating Permits expire annually on December thirty-first (31st). No permit renewal will be denied based on the requirements of this subsection except any permit holder who fails to renew his or her permit within thirty (30) days of expiration will be treated as a first-time permit applicant.

E. Incorporation of 105 CMR 500.000 and 105 CMR 590.000:

The manufacturing of all edible marijuana products shall be conducted in a state-licensed marijuana manufacturing facility and in accordance with all applicable state regulations. All Marijuana Establishments, including those that develop or process edible products, shall comply with the sanitary requirements in 105 CMR 500.000, "Good Manufacturing Practices for Food". All edible products shall be prepared, handled and stored in compliance with the sanitation requirements in 590.000: Minimum Sanitation Standards for Food Establishments.

F. Out-of-Package Sales:

The sale or distribution of edible marijuana products in any form other than an original factory-wrapped package is prohibited, including the repackaging and sale of an edible marijuana product for retail sale.

G. Self-Service Displays:

All self-service displays of marijuana products are prohibited.

H. Vending Machines:

All vending machines containing marijuana products are prohibited.

I. Marijuana Accessories:

Marijuana accessories, as defined herein, shall only be sold in marijuana establishments and adult-only tobacco stores.

J. Compliance with All Laws:

1. All cultivation, processing, manufacturing, delivery, sale and use of marijuana shall be conducted in compliance with all state and local laws, ordinances, regulations, by-laws or policies. These shall include, where applicable but not limited to, compliance with Chapter 344 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017, 935 CMR 500.000, secondhand smoke laws and regulations, electronic cigarette laws and regulations, nuisance laws and regulations and all requirements associated with zoning and other local permitting.
2. Violation of any such laws, not including federal laws relating to marijuana, shall constitute a violation of this regulation and be subject to the fines and penalties described herein. Nothing in this regulation give any immunity under federal law or poses an obstacle to federal enforcement of federal law.
3. A marijuana establishment shall submit a security plan for review and approval by the Natick Police Department detailing all security measures taken to ensure patient, consumer and community safety and eliminate unauthorized access to the premises prior to the Natick Board of Health issuance of a Marijuana Operating Permit.
4. The Natick Board of Health, in consultation with the Natick Police Department, and other Natick officials and departments may set limitations on the hours of operation of any marijuana establishment.
5. The Natick Board of Health may require the distribution of additional educational materials in marijuana establishments.

K. Fee Schedule:

Marijuana Operating Permit
\$500, annually

Expiration date: December 31st

Plan Review & Initial Marijuana Operating Permit
\$1000

L. Enforcement and Penalties:

1. Authority to inspect marijuana establishments for compliance and to enforce this regulation shall be held by the Natick Board of Health, its designees, and the Natick Police Department.
2. Any person may register a complaint pursuant to this regulation to initiate an investigation and enforcement with the Natick Board of Health and its designees. Compliance inspections shall be conducted at a minimum of two (2) times annually.
3. Any fines or fees collected pursuant to this regulation shall be used for the administration and enforcement of this regulation and/or for any activities incidental to this regulation related to the operation of marijuana establishments or the sale and use of marijuana.
4. It shall be the responsibility of the Marijuana Operating Permit holder and/or business agent to ensure compliance with all applicable sections of this regulation.
5. Any permit holder or any person or entity charged with violation of any provision of this regulation shall receive a notice of violation from the Natick Board of Health or its designated agent. Unless an appeal of such violation is waived by the permit holder or any person or entity charged, the Board of Health shall conduct a hearing to determine the facts of the violation, the appropriate corrective actions, the terms of suspension, if any, and/or issue a permit revocation order.
6. Prior to issuing any suspension or revocation, the Natick Board of Health shall provide notice to the permit holder of the intent to suspend or revoke a permit, which notice shall contain the reasons therefor and establish a time and date for a hearing, which shall be no earlier than seven (7) days but no later than thirty (30) days after the date of said notice. The permit holder shall have an opportunity to be heard at such hearing and shall be notified of the Board of Health's decision and the reasons therefor in writing. After the hearing, the Natick Board of Health may suspend or revoke the permit if the Board of Health finds that a violation of this regulation did occur.
7. Alternately, violations of this regulation may be enforced by non-criminal method of disposition as provided in M.G.L. c. 40 ss. 21D and as enabled pursuant to the Town of Natick By-Laws.

8. Each day any violation exists shall be deemed to be a separate offense.

M. Variances:

1. A variance from this regulation may be requested in writing to the Natick Board of Health. A variance may be granted by the Town of Natick Board of Health after a hearing at which time the applicant establishes the following:
 - a. Strict enforcement of this regulation would do manifest injustice; and
 - b. The granting of a variance shall not in any way impair the public health and safety or the environment.
2. The Board of Health may impose any conditions, safeguards and other limitations on a variance when it deems it appropriate to protect the public health and safety or the environment.

N. Severability:

If any provision of this regulation is declared invalid or unenforceable, all other provisions shall not be affected thereby but shall be in full force and effect.

O. Effective Date:

This regulation shall take effect immediately upon passage by the Board of Health.

Donald J. Breda, PE, Chairman

Ian L. Wong, MSPH, Vice Chairman

Peter A. Delli Colli, DMD, Clerk

Dated: _____

ITEM TITLE: Approve Town Common Use for the Chabad Center of Natick 12/15/19-1/3/20
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	10/31/2019	Cover Memo
Park & Rec Approval	10/31/2019	Cover Memo



CHABAD CENTER

73

159 Boden Lane - Natick, MA 01760
(508) 650-1499 Fax (508) 653-3562

www.ChabadNatick.com ~ Rabbi@ChabadNatick.com

October 11, 2019
12 Tishrei, 5780

Director
Rabbi Levi Fogelman

**Academy of Jewish
Learning & Living**
Chanie Fogelman

Office Administrator
Joanie Ashe

Chabad Synagogue
Shmuel Bollen

Memorial Board
David Joel

Catering
Motti Moyal

Hebrew School
Chanie Fogelman

**Mei Menachem
Western Well Mikvah**
Tanya Bollen
Orit Cohen
Chanie Fogelman
Yonah Joel
Dena Judah
Sheva Lazaros
Tamara Levin

**Chabad of Wellesley
Weston**
Rabbi Moshe Bleich

**Chabad of Sudbury/
Marlboro**
Rabbi Yisroel Freeman

**Chabad of Milford &
South**
Rabbi Mendy Kievman

Natick Recreation and Parks Commission
Linda Penault
Cole Center
179 Boden Lane
Natick, MA 01760

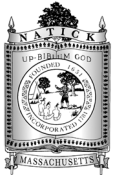
Dear Linda,

We are applying for permission to put a menorah on the Natick Town Common from Sunday, December 15, 2019 to Friday, January 3, 2020, as has been done for the past many years. The ceremony lighting date is set for Sunday, December 22, 2019 at 4:30 pm.

We greatly appreciate the Town of Natick's continuous holiday spirit in helping the Jewish Community observe Chanukah.

Sincerely,

Rabbi Levi Fogelman



Karen Parfanten
Recreation & Parks
Director

Natick Recreation and Parks Department

"Create Community through People, Parks and Programs"

To the Board of Selectmen,

Please be informed that at their **Monday, October 7, 2019** meeting the Natick Recreation and Parks Commission voted unanimously in favor of the following request for use of the Common. The Commission is recommending the following to the Board of Selectmen:

- **Chabad Center of Natick** request to assemble their Menorah on the Common for the time period of **Sunday, December 15, 2019 to Friday, January 3, 2020. The Menorah Lighting** will begin **Sunday, December 22, 2019 at 4:30 pm.**

The Commission recommends a **\$125** user fee for electricity with a **\$200 refundable** damage deposit.

Please feel free to contact me at the Recreation and Parks Department Office if you have any questions prior to your next meeting concerning this event.

Best Regards,

Linda Pinault

Linda Pinault, Recording Secretary
Natick Recreation and Parks Commission

ITEM TITLE: Approval of Meeting Minutes
ITEM SUMMARY: 10/28/19
11/4/19

ATTACHMENTS:

Description	Upload Date	Type
10/28/19 minutes	11/15/2019	Cover Memo
11/4/19 minutes	11/18/2019	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

October 28, 2019

6:00 PM

Present: Chairman Michael J. Hickey, Jr. Susan Salamoff, Jonathan Freedman, Richard P. Jennett, Jr., and Karen Adelman-Foster

Also Present: Town Administrator, Melissa Malone and Senior Executive Assistant, Donna Donovan

Chairman Hickey called the meeting in order at 6:10 p.m.

Chairman Hickey requested a motion to enter into Executive Session to discuss strategy with respect to - MechanicWillow LLC v. Natick Planning Board, 18 MISC 000183 (Land Court)

Mr. Jennett made a motion, seconded by Ms. Salamoff, to enter into Executive Session. By a roll call vote, all Board Members voted in favor of the motion. The roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes
Mr. Freedman	Yes

The Board entered into Executive Session at 6:15 p.m., the Chair announcing that the meeting would return to Open Session at approximately 6:30 p.m.

Open session reconvened at 6:50 p.m. The pledge of allegiance was recited and a moment of silence was observed. Veteran's Services Officer Paul Carew spoke of the upcoming Veteran's Day events.

ANNOUNCEMENTS

A. Veterans' Services Officer: Veterans' Memorial Upkeep - Recognition of Andrew O'Halloran – Mr. Carew recognized Mr. O'Halloran for his work on the South Natick Veterans Memorial and presented him with an "Above and Beyond" award. The Board thanked Mr. O'Halloran for his hard work.

B. Recognition of 40+ Year Employees: Annie Greel, Jim White, Joe Mulvey, and Richard Donovan (Mr. Donovan was not in attendance) Ms. Malone spoke of each employee and recognized their many years of service. Board members thanked the employees for their many years of service and dedication. Ms. Salamoff, Mr. Jennett, Mr. Hickey and Mr. Carew spoke of each employee. Board of Health member Don Breda spoke in appreciation of Jim White.

C. The public is invited to join the Conservation Commission and Town Engineer on November 2nd at 9:00 a.m. for a site walk of the South Natick Dam. The purpose of the walk is to discuss the plans for phase one of the dam rehabilitation project, which is scheduled to begin in Spring 2020. Much of the

project will occur in the area known as Grove Park.

CITIZENS CONCERNS

No one spoke during citizens' concerns.

BOARD OF SELECTMEN UPDATES

A. Prevention and Outreach Program Manager Katie Sugarman: Launch of Natick 180 Website -

Ms. Sugarman spoke of the launching of the new Natick 180 website, www.natick180.org. Mr. Jennett commented that the new website is very impressive. Ms. Sugarman announced that the annual candlelight vigil for those who have experienced loss due to substance abuse will be held on December 8th at 7:00 p.m. It will be held at the First Congregational Church of Natick.

B. New Facilities Director John Gadson – Ms. Malone and School Superintendent Anna Nolan welcomed Mr. Gadson as the new Facilities Director. Mr. Gadson introduced himself to the meeting attendees and gave a brief summary of his background. School Committee Chair Julie McDonough also welcomed Mr. Gadson.

REQUESTED ACTION

A. Public Hearing: Square Dedication for Agostino John Crisafulli at Intersection of Cottage and Cross Streets on 11/9/19 – Mr. Freedman read the public hearing notice into the record. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 to open the public hearing. Mr. Carew spoke of Mr. Crisafulli's service in the armed forces. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to close the public hearing. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the square dedication.

B. Public Hearing: Eversource Grant of Location-Strathmore Road – Mr. Freedman read the hearing notice into the record. On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to open the public hearing. Christine Cosby of Eversource was present to speak of the Grant of Location. The petitioners are requesting to install a new pole 569/2A located on Strathmore Road, easterly side approximately 433 +/- feet south of Worcester Street and to install approximately 56 +/- feet of conduit at new pole 569/2A at Strathmore Road, easterly side approximately 433 +/- feet south of Worcester Street. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to close the public hearing. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 to approve the grant location for the new pole and conduit as presented.

C. Public Hearing: Eversource Grant of Location-Glenwood Street – Mr. Freedman read the hearing notice into the record. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 to open the public hearing. Christine Cosby of Eversource was present to speak of the Grant of Location. The petitioners are requesting to relocate one pole #73/9 on Glenwood Street on the southeasterly side at the intersection of Faire Lane. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to close the public hearing. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 to approve the grant location as presented.

D. Public Hearing: Common Cafe-Application for a S12 Beer, Malt & Cordials License – Mr. Freedman read the hearing notice into the record. On a motion by Mr. Freedman, seconded by Mr.

Jennett, the Board voted 5-0-0 to open the public hearing. Ali Zadeh, owner of the Common Café and Kitchen was present to discuss his application. Mr. Zadeh stated that the prior owner did not renew their S12 license for 2019 and therefore he is applying for a new license rather than a transfer of the license. Proposed hours of operation are 7:am-8:00 pm. Board of Health Director, Jim White advised the applicant to speak with the Board of Health as this is a change in use from their current permit. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to close the public hearing. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board voted 5-0-0 to approve the S12 beer, wine and cordial license as presented.

E. Public Hearing: 2020 Licensing Fees – The public hearing was continued from October 1, 2019. Ms. Malone spoke to the fees. Ms. Malone proposed a very modest increase of .5% and .75% to the alcohol licenses, with all other fees remaining the same. Ms. Malone recommended the increase because of the increased cost in managing alcohol licensing. Ms. Salamoff spoke against raising the fees, stating that current fees were in the high range of comparable towns. Ms. Adelman-Foster, Mr. Freedman and Mr. Hickey spoke in support of Ms. Malone's recommendations. On a motion by Ms. Adelman-Foster, seconded by Mr. Jennett, the Board voted 5-0-0 to close the public hearing. On a motion by Ms. Adelman-Foster, seconded by Mr. Jennett, the Board voted 4-0-1 to approve the 2020 licensing fees as presented by Ms. Malone. Ms. Salamoff abstained.

F. Procurement Officer Bryan LeBlanc

Historic Records Preservation –On a motion by Mr. Jennett, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to award the contract to Kofile in the amount of \$99,248.00

Parking Ticket Collection – On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to Municipal Citation Solutions, LLC in the amount of \$14,000 for one year effective November 28, 2019.

Masonry Repair – Mr. Chenard and Mr. LeBlanc addressed questions from Board members regarding the repair of the Town Hall steps. On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to Vintage Properties, Inc. in the amount of \$43,220.

Tree Pruning and Clean-Up - On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to award the contract to Northeastern Tree Service, Inc. in the amount of \$160 per hour for a three year term commencing on January 18, 2020.

G. Sustainability Coordinator Jillian Wilson-Martin:

Approve Energy Efficiency Project Contract - Police Station LED Conversion. Ms. Wilson-Martin stated that the project, which is timely given the tandem LED conversion of the Fire Station, is estimated to result in approximately \$11,000 in electricity savings each year, and Eversource is providing an incentive payment of \$22,804 to support the work. The net result is a cost of \$52,282 to the Town, which will be funded by the capital allocation for energy efficiency programs, as appropriated at the 2018 Fall Town Meeting. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board voted 5-0-0 to approve the energy efficiency project contract.

Authorize Chair to Sign Letter of Support Re MVP Action Grant – Ms. Wilson-Martin spoke of the

importance of the grant to help address climate change vulnerabilities along the Charles River. On a motion by Ms. Salamoff, seconded by Mr. Freedman, the Board voted 5-0-0 to authorize Chairman Hickey to sign the letter of support.

DISCUSSION AND DECISION

A. Discussion Regarding Trails Maintenance Committee and Cochituate Rail Trail Advisory Committee (CRT) – Conservation Commission Chair, Matt Gardner was present for discussion. CRT Committee Chair, Josh Ostroff could not attend but submitted a letter of recommendation from the CRT Committee. Mr. Gardner stated that the CRT Committee is asking that the Board discharge the Committee effective upon the establishment of a new, town-wide trails committee which will advise the Town on the planning, development, funding and operations of trails and other bicycle and pedestrian connectivity for transportation and recreation. Mr. Gardner also stated that the Conservation Commission will be discharging the Trails Maintenance Committee and that the new Town-wide Trails Committee will handle the CRT outstanding issues. Mr. Gardner further stated that the new committee members will be appointed by the Conservation Commission. On a motion by Mr. Jennett, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to discharge the CRT Committee upon the formation of the Town-Wide Trails Committee.

B. Adult Use Marijuana Request for Information: Draft for Consideration – Attorney Katie Laughman of KP Law presented a draft Request for Information (RFI). Atty. Laughman addressed questions from board members. Discussion took place regarding the composition of the review committee responsible for evaluating the RFI applications and whether the committee should be comprised of staff or outside consultants. Atty. Laughman stated that many communities do not feel the need to rely on consultants because the Cannabis Control Commission are already performing substantial background checks. Board members will review the draft RFI and provide Ms. Malone with feedback by November 12th for the November 18th meeting.

C. Rules & Regulations Adult Use Marijuana Establishment Licenses: Draft for Consideration – Board members will review the draft Rules & Regulations and provide Ms. Malone with feedback by November 12th for the November 18th meeting.

D. 22 Pleasant Street: Access Agreement – Mr. Jennett stated that he worked with Mr. Knott to extend the current access agreement which ends in December, 2019. The current agreement requires the Knotts to give a one-year notification of their intent to terminate use of the access roadway and the new agreement requires a 30 day notification. Also, if the Knotts sell the property to another party, the agreement becomes null and void. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 4-1-0 to enter into the access agreement consistent with what was provided, and subject to final review by Town Counsel. Mr. Hickey opposed.

E. 2020 Census: Complete Count Committee – Ms. Adelman-Foster spoke of the importance of a Complete Count Committee to help increase the response rate of the vulnerable population who are less apt to answer the census, which can bring in much money to the Town. Suggested composition of the committee is Board of Selectmen member or representative, Director of Morse Institute Library or representative, Director of Council on Aging or representative, Natick Public Schools Superintendent or representative, five at-large Board of Selectmen appointees who collectively have knowledge of, access to, and credibility in the business community and relevant vulnerable populations and the Town Clerk (ex

officio). Suggested charge is to “Create and help implement an outreach campaign to promote widespread participation in the 2020 Federal Census. Committee may return to the Board of Selectmen for modifications in the committee composition or for additional funding as needs become apparent or change”.

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted to establish a Complete Count Committee with a composition and charge as stated; and to add further that Town Administration support the efforts of the Complete Count Committee by providing timely advice, expertise, and assistance, and by funding implementation costs up to a cumulative \$500.00, or by providing in-kind services; and to add further that any funding requests exceeding a cumulative \$500.00 are to be voted by the Board of Selectmen; and to add further that the committee will be discharged after competition of the 2020 census unless otherwise directed by the Board of Selectmen.

CONSENT AGENDA

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted 5-0-0 to approve the Consent Agenda as follows:

- A. Approve Town Common use for St. Patrick's Church Christmas Crèche Display from 12/9/19-1/7/20.
- B. Approve Town Common use for Natick Earth Day on 4/26/20 with a rain date of 5/5/20.
- C. Approve Parade Permit for Project Samana Dog-Friendly 5k Walk/Run on 4/26/20.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board unanimously voted to adjourn at 10:45 p.m.

Jonathan H. Freedman, Clerk

A list of all documents used at this Board of Selectmen meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=687&MinutesMeetingID=87&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

November 4, 2019

6:00 PM

Present: Chairman Michael J. Hickey, Jr. Susan Salamoff, Jonathan Freedman, Richard P. Jennett, Jr., and Karen Adelman-Foster

Also Present: Town Administrator, Melissa Malone and Senior Executive Assistant, Donna Donovan

Chairman Hickey called the meeting to order at 6:10 p.m.

Chairman Hickey requested a motion to enter into Executive Session to discuss strategy with respect to litigation and to consider the purchase, exchange, lease or value of real property.

Ms. Salamoff made a motion, seconded by Ms. Adelman-Foster, to enter into Executive Session. By a roll call vote, all Board Members voted in favor of the motion. The roll call vote was as follows:

Mr. Hickey	Yes
Ms. Salamoff	Yes
Ms. Adelman-Foster	Yes
Mr. Jennett	Yes
Mr. Freedman	Yes

The Board entered into Executive Session at 6:10 p.m., with the Chair announcing that the meeting would return to Open Session at approximately 7:00 p.m.

Open session reconvened at 7:28 p.m. The pledge of allegiance was recited and a moment of silence was observed.

ANNOUNCEMENTS

- A. Fiscal Year 2020 Tax Classification Public hearing will be held On November 18, 2019 at 7:00 p.m.
- B. The square dedication for Agostino John Crisafulli will be held on November 9th at 9:30 a.m. at the intersection of Cottage and Cross Street.
- C. The schedule of events for Veterans Day on Monday, November 11th was announced.
- D. The Boden Lane Bridge remains closed to all pedestrian and vehicular traffic. Fences have been installed around the bridge for the public's safety. MWRTA shuttles will be available at the intersection of Burning Tree, Boden Lane, and Tamarack from November 4 – November 8 from 5:30-9:00 am and return shuttles to that same intersection will be provided from 4:00 -8:00 pm. The shuttle signs will read “Boden Lane Shuttle.” Residents who normally walk over the bridge to get to the West Natick Train Station are encouraged to utilize the shuttle

service while the Town of Natick works with our Commonwealth partners to create other solutions.

Rabbi Folgerman of the Chabad Center and Resident Ester Cohen spoke of the importance of having accessibility to the train and suggested a pathway for foot traffic. Chief Hicks replied that this is being discussed however, there is concern with safety issues with pedestrians crossing the railroad tracks.

Josh Ostroff stated he has had conversations with the MBTA and asked whom he should direct his information to. Ms. Malone recommended speaking with Chief Hicks.

Kevin Murphy of Hemlock Drive stated that the shuttle service schedule and routes are not well posted.

E. Josh Ostroff announced that the MBTA Board voted today to authorize a contract to build the new Natick Center MBTA Station.

CITIZENS CONCERNS

No one spoke during citizens' concerns.

APPOINTMENTS

A. Cody Jacobs - Appointment to the Transportation Advisory Committee

Cody Jacobs introduced himself to the Board and stated why he was interested in serving on the committee. Mr. Jacobs addressed questions from the Board. On a motion by Mr. Jennett, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to appoint Mr. Jacobs to the Transportation Advisory Committee with a term expiring June 30, 2022.

REQUESTED ACTION

A. Natick Elks Request to Amend Alcohol Serving Hours Thanksgiving and New Year's Eve

Manager of Record, Paul Sanford stated that they are requesting to serve alcohol at 8:00 a.m. on Thanksgiving and to extend their hours until 1:00 a.m. on New Year's Eve. Mr. Sanford stated that last call will be at 12:30 a.m. and their event will be over by 1:00 a.m. Lt. Lauzon submitted a written recommendation, which included a positive recommendation for a 1:00 a.m. closing on New Year's Eve however, Lt. Lauzon and Chief Hicks did not support the request to serve alcohol earlier on Thanksgiving. Mr. Sanford stated he would withdraw his request for serving earlier on Thanksgiving Day. On a motion by Mr. Jennett, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to allow the Elks to remain open until 1:00 a.m. on New Year's Eve.

B. Safety Committee Recommendations

1. Request to add ancillary name to 1 block long portion of North Avenue Huck Saxe Boulevard

Chief Hicks addressed the Board. Jay Ball spoke in support of the Huck Saxe Boulevard request.

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to erect ancillary street name sign of Huck Saxe Boulevard on the northeast corner of North Avenue and Walnut Street and to approve the design of the sign.

2. Request for NO PARKING ANYTIME on East Street (South side between South Main Street and School Street Extension

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board voted 5-0-0 to erect NO PARKING ANYTIME signs on south side of East Street between South Main Street and School Street Extension.

3. Request to make Forest Street and High Street one way streets

Chief Hicks spoke of a neighborhood meeting to discuss the proposal, where he received favorable feedback. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted 5-0-0 to make Forest Street a one way street north to south and make High Street a one way street south to north.

BOARD OF SELECTMEN UPDATES

A. Downtown Fire Update – Ms. Malone informed the Board that administration continues to work with the property owner.

B. Navy Yard

Deputy Town Administrator Bill Chenard informed the Board that the project is very, very close to completion. Mr. Chenard further stated that there has been a delay with Eversource connecting the power and that a public hearing for a Grant of Location will need to be held.

Mr. Jennett inquired about the new sod and watering concerns as we head into the winter. Mr. Chenard replied that this type of sod does not require watering.

C. 2020 Boston Marathon

Ms. Malone informed the Board that charities to receive invitational entries will be selected this week and applications will be opened up to runners on November 8th, giving first priority to Natick residents, Town of Natick Employees, and military personnel working at the Natick Army Labs and the Army Soldier System.

DISCUSSION AND DECISION

A. Fiscal Forecast: FY21 Budget and Beyond

Discussion took place regarding the importance of having a multi-year budget plan. Ms. Malone will present a capital projects overview on November 18th and the Board will have further discussions in December.

B. 2020 Parking Fees – Postponed until November 18th.

C. Parking Enforcement Discussion

Chief Hicks addressed concerns with the recent increase in parking tickets stating that there have been staffing issues for the past two years, and therefore, there has been very little enforcement. Two full time parking enforcement officers have been hired recently so there has been a significant increase in ticketing. Chief Hicks stated that it is the officers' job to enforce the parking policy; however, he is willing to revisit the policy. The following people spoke of concerns with the increase in ticketing:

- Ben Greenberg – Debsan's Decorating
- Steve Levinsky – Natick Center Associates
- Ginger McEachern – Five Crows
- Mary Barber – Lemon Tree Goods
- Stew Brandt – Brandt Jewelers

On a motion by Ms. Salamoff, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to request an evaluation of adding a grace period at the expiration of time on the parking meters. Chief Hicks will provide the information at a December meeting.

D. Free Two Hour Holiday Parking

On a motion by Mr. Jennett, seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to bag the downtown parking meters and offer free two-hour parking from 11/9/19-1/6/20.

E. Consideration of Public Hearing to Rename Middlesex Path Dog Park to Eddie's Park (Taken up after Safety Recommendations)

Resident Matt Brand spoke of Eddie Kramer's passing 5 years ago at 18 months old. He further spoke of the fundraising efforts to build a dog park, much of it in Eddie's memory. Mr. Brand request that the park be named Eddie's Park in honor of the Kramer family. On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board voted 5-0-0- to hold a public hearing to name the dog park Eddie's Park.

F. East Park

Mr. Chenard informed the Board that polychlorinated biphenyls (PCBs) was detected at the Speedway on Worcester Street, which is within five hundred feet of East Park, and immediate response actions are being implemented. Testing samples have been taken from drums at East Park and the Town is currently waiting for the results. MA DEP requested that the questioned area be fenced off until further information is available. Mr. Chenard also stated that the initial,

estimated cost to engage a Licensed Site Professional and run the necessary testing is just under \$20,000. Mr. Chenard will keep the Board up to date as more information is provided.

G. FATM Article 9 – Rescind Authorized, Unissued Debt

Article 9 is proposed for general fund land acquisition approved under Article 29 of the 2016 Spring Annual Town Meeting, in the amount of \$3,200,000 for the purpose of the acquisition of 22 Pleasant Street.

Ms. Adelman-Foster recommended support of Article 9. Ms. Adelman-Foster stated that although she supports Article 9, if the Town still wants to purchase 22 Pleasant Street (FATM ART. 26) after hearing the Board's arguments, she feels obligated to support the purchase. Ms. Adelman-Foster further stated her reasons for supporting Article 9.

Ms. Salamoff also recommends support of Article 9, but will also listen to what Town Meeting decides.

Mr. Freedman does not recommend support of Article 9, stating that he is not ready to give up on acquiring the property and does not see a downside to holding on to the funds.

Mr. Jennett does not support the article and expressed his disappointment with the Board even discussing it. Mr. Jennett further stated that there is missing information, which is required for the Board to make an educated decision.

Mr. Hickey spoke in support of the article stating that there are more important expenses to fund.

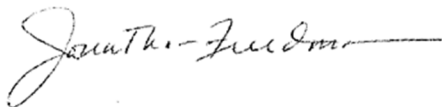
On a motion by Ms. Adelman-Foster, seconded by Ms. Salamoff, the Board voted 3-2-0 to recommend favorable action on Article 9. Mr. Jennett and Mr. Freedman opposed.

CONSENT AGENDA

- A. Use of the Common for the Chabad Center of Natick to put up a menorah from 12/15/19-1/30/19** – Consent Agenda was not addressed. This will be on the November 18th agenda.

ADJOURNMENT

On a motion by Ms. Adelman-Foster, seconded by Ms. Salamoff, the meeting adjourned at 11:05 p.m.



Jonathan H. Freedman, Clerk

A list of all documents used at this Board of Selectmen meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=690&MinutesMeetingID=88&doctype=Agenda>

ITEM TITLE: Approve Grant of Water Main Easement Granted by Fairway Estates Condominium Trust

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo from Atty. North	11/14/2019	Cover Memo
Water Line Easement	11/14/2019	Cover Memo
Updated Grant of Easement	11/14/2019	Cover Memo
Special Permit Decision	11/14/2019	Cover Memo

MEMORANDUM

To: Michael Hickey, Chair, Natick Board of Selectmen
Melissa Malone, Natick Town Administrator

From: Karis North, Town Counsel

Re: Request for Approval and Signature – Fairway Estates Condominium Trust

Date: November 13, 2019

I am requesting that the Board of Selectmen approve and sign the attached Grant of Water Main Easement (the “Easement”), granted by Fairway Estates Condominium Trust to the Town of Natick for a permanent, non-exclusive easement for the purposes of keeping, inspecting, maintaining, repairing, and replacing an existing 10-inch underground water main, located within portions of 218 Speen Street, Natick, MA.

The Easement is attached to this Memorandum as Exhibit A. An updated signature block for the Board of Selectmen is attached to this Memorandum as Exhibit B.

The Easement was required as a condition of the 2016 Special Permit Modification and Site Plan Approval (“Approval”) for the Golf Academy, owned by Fairway Estates Condominium Trust. Condition 16 on page 18 of the Approval requires Fairway Estates Condominium Trust to “grant a utility easement of suitable width, conferring the right to keep, repair and replace the existing 10-inch water main that runs through the Golf Academy property.” The Approval is attached to this Memorandum as Exhibit C.

The Easement was negotiated over a period of time in 2017 and 2018, and took some time to be executed by all of the interested parties. The Easement has also been signed as consented to by the tenant on the property, 218 Speen Street, LLC, and by the sub-lessee of the tenant, KOHR LLC.

Because this is a utility easement, acquired at no cost to the Town, the Board of Selectmen has the authority to accept the Easement under Article 1 of the 2019 Spring Annual Town Meeting, which allows the Board “to acquire on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities, provided however that such authorization pertains only to easements acquired at no cost to the Town.”

GRANT OF WATER MAIN EASEMENT

The FAIRWAY ESTATES CONDOMINIUM TRUST, under Declaration of Trust dated January 12, 1983, and recorded with the Middlesex County South District Registry of Deeds (the "**Registry**") in Book 14892, Page 208, having an address P.O. Box P, Natick, Massachusetts 01760 ("**Grantor**"), being the owner in fee simple of that property located at 218 Speen Street, Natick, Massachusetts, more particularly described in that certain Master Deed dated January 13, 1983, recorded with the Registry in Book 14892, Page 181 (the "**Property**"), for consideration paid of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged, GRANTS to the TOWN OF NATICK, a municipal corporation (the "**Town**"), with quitclaim covenants:

a permanent, non-exclusive easement (the "**Easement**") for purposes of keeping, inspecting, maintaining, repairing, and replacing an existing ten-inch (10") underground water main (the "**Water Main**") located within those subterranean portions of the Property depicted as "Proposed 30' Wide Town of Natick Water Easement Area = 48,420± S.F. 1.111± Acres" (the "**Easement Area**") on a plan entitled, "Water Easement Plan, Natick Golf Learning Center, 218 Speen Street, Natick, Massachusetts," Scale 1" = 80', dated January 13, 2017, prepared by WSP Transportation & Infrastructure, a copy of which plan is recorded herewith, and to access the Easement Area for the purposes of this Grant of Easement pursuant to paragraph (d) below.

Said right and easement is granted hereby subject to the following:

(a) **Non-Exclusivity**. The Easement is non-exclusive and shall be exercisable in common with the Grantor and all parties claiming by or through Grantor. Grantor hereby expressly reserves, for itself and its successors, assigns, transferees, permittees, and tenants (including, without limitation, KOHR LLC), the right at any time and at all times to use the Easement Area for any and all purposes which shall not cause damage to the Water Main or interfere with the exercise by the Town of the rights conferred by this Grant of Easement.

(b) **Scope**. The Town shall have no right to expand the Water Main or to add additional utility lines or other improvements within the Easement Area without Grantor's express written consent, which consent may be withheld or conditioned in Grantor's sole discretion. Without limiting the generality of the forgoing, absolutely no surface rights are granted to the Town herein except for those temporary access rights specified in the first paragraph above and in paragraph (d) herein. Grantor expressly reserves and retains the right to use, and to grant to others the right to use, the surface and air space above the Easement Area for any and all purposes which shall not cause damage to the Water Main or interfere with the exercise by the Town of the rights conferred by this Grant of Easement.

(c) Maintenance. The Town shall maintain the Water Main in good condition and repair at its sole cost and expense.

(d) Entry; "As-Is" Condition. The Town shall not enter upon the Property without Grantor's prior written consent except (i) in the event of an emergency relating to the Water Main, and only to the extent necessary in the reasonable judgment of the Town to resolve such emergency or prevent injury to persons or property; or (ii) upon seventy-two (72) hours' prior written notice to Grantor, for the limited purpose of inspecting, maintaining, including without limitation leak detection or flushing the Water Main, or repairing the Water Main. Grantor reserves the right to supervise any repair of the Water Main that requires entry onto the Property. The Town acknowledges that it has inspected all portions of the Property and agrees to enter upon the Property in its "as is" condition, including any environmental conditions. Grantor does not make any representation or warranty with respect to the condition of the Property or its fitness or suitability for any particular purpose or activity.

(e) Conduct. During the exercise of the rights hereby granted, the Town and its contractors, agents, representatives, employees, invitees, permittees, and licensees shall at all times conduct themselves so as not to unreasonably interfere with the operations of Grantor and its tenants (including, without limitation, KOHR LLC), and shall observe and obey all applicable laws, statutes, ordinances, regulations, and permitting and licensing requirements. Neither the Town nor any person claiming by or through the Town shall commit or suffer waste or impairment of the Property. The Town shall, at its sole cost and expense, repair any damage arising from the Town's exercise of the rights acquired herein, and shall restore the Property to the condition in which it existed prior to any such disturbance, reasonable wear and tear excepted.

During the exercise of the rights hereby reserved, the Grantor and its contractors, agents, representatives, employees, invitees, permittees, and licensees shall at all times conduct themselves so as not to damage the Water Main or unreasonably interfere with the exercise by the Town of its rights under this Grant of Easement, and shall observe and obey all applicable laws, statutes, ordinances, regulations, and permitting and licensing requirements. Neither the Grantor nor any person claiming by or through the Grantor shall commit or suffer waste or impairment of the Easement Area. The Grantor shall, at its sole cost and expense, repair any damage arising from the act or omission of the Grantor or any of its trustees, officers, members, agents, employees and tenants, and shall restore the Easement Area to the condition in which it existed prior to any such disturbance, reasonable wear and tear excepted.

(f) Damages. The Grantor shall be liable for any damage or injury of any kind or nature to persons or property or to the Water Main which damage or injury arises out of the willful or negligent act or omission of the Grantor or any of its trustees, officers, members, agents, employees and tenants (including, without limitation, KOHR, LLC). The Grantor agrees to defend, indemnify, and hold harmless the Town and its officers, employees, contractors, agents, and representatives from and against all actions, claims, costs, fees, expenses, liabilities and damages that may incurred or for which liability may be asserted as a result of willful or negligent acts or omissions by the Grantor or any of its trustees, officers, members, agents,

employees and tenants (including, without limitation, KOHR, LLC), in connection with the Water Pipe or the Easement Area.

The Town shall be liable for any damage or injury of any kind or nature to persons or property which arise out of the willful or negligent act or omission of the Town or any of its officers, employees, contractors, agents or representatives. The Town agrees to defend, indemnify, and hold harmless the Grantor and its trustees, officers, members, agents, employees and tenants (including without limitation KOHR, LLC) from and against all actions, claims, costs, fees, expenses, liabilities and damages that may be incurred or for which liability may asserted as a result of willful or negligent acts or omissions by the Town or any of its officers, employees, contractors, agents or representatives, in connection with the exercise of the rights conferred by this Grant of Easement.

(g) Grantor's Right to Relocate. The Grantor (including its successors or assigns), may, at any time and from time to time, request that the Town consent to the relocation of any or all of the Easement Area and the Water Main located therein. The Town shall not unreasonably withhold, condition or delay the granting of such consent if the following conditions are satisfied: (i) the relocated easement area provides substantially similar rights and benefits to the Town as the original easement area; (ii) the Grantor shall be responsible for all costs to effect such relocation; and (iii) the Grantor shall take reasonable steps to avoid any material interruption of the utility services being provided to the Town within the easement area being relocated. No building or structure shall be erected, placed or maintained in the Easement Area by or on behalf of the Grantor or its successors in interest, without first consulting with the Town.

(h) The Town shall be authorized to clear debris from the said Easement Area and to do all work which is consistent with the foregoing purposes. The Town shall regrade and reseed all areas disturbed by such work.

(i) Permits and Approvals. Grantor is executing this grant of easement in satisfaction of Condition No. 16 of Natick Planning Board Decision 31-2016, recorded with the Registry in Book 68401, Page 564. The Town covenants and agrees that this instrument shall not negatively affect any existing permit, approval, or other right granted by the Town for the benefit of the Property. Grantor shall have the perpetual right to include all or any part of the areas affected by the Easement as part of the Property in any computation required or permitted under any zoning ordinance, subdivision control law, or other governmental regulation.

(j) Not a Public Dedication. Nothing contained in this instrument shall be deemed to be a gift or dedication of any portion of the real estate affected hereby to the general public or for any public use or purposes whatsoever, nor shall anything in this grant, whether express or implied, be interpreted to confer upon the general public any rights or remedies, or acknowledge the existence of any such public rights or remedies, relating to or stemming from the Easement Area or any other portion of the real estate affected hereby. The rights granted hereby shall be enforceable solely by the Town and its successors in interest.

(k) Further Assurances. Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this instrument.

(l) Successors and Assigns. All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns, except that in the event of an assignment by the Town, if the assignee is not a government or governmental authority, such assignment shall be of no force or effect unless approved in advance by the Grantor in writing, which approval may be conditioned or withheld in Grantor's sole and absolute discretion.

(m) Governing Law. This instrument shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and shall be enforceable in its courts of competent jurisdiction without regard to principles of choice of law or conflicts of law.

(n) Section Headings. Section headings used herein are intended for reference and convenience only, and shall not affect the interpretation of this instrument.

(o) Severability. If any term or provision of this instrument is held to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remainder of this instrument shall not be affected thereby and each other term and provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

(p) Amendment. This instrument may be modified or amended only by a recorded instrument signed by the parties hereto or their respective successors and assigns.

(q) Matters of Record. This grant is made subject to, and with the benefit of, all matters of record.

(r) Consents. 218 Speen Street, LLC and KOHR, LLC, as holders of leasehold interests affecting the Property, join in the execution of this grant to evidence their consent to the rights granted hereby.

For Grantor's title see Master Deed dated January 13, 1983, recorded with the Registry in Book 14892, Page 181.

[SIGNATURES FOLLOW]

Executed as an instrument under seal this 19th day of November 2018.

FAIRWAY ESTATES CONDOMINIUM TRUST

By: Faith A. Hickey, Trustee
Signature
Faith A. Hickey
Printed Name
Title: Trustee

By: Cris Day, Trustee
Signature
CRIS DAY.
Printed Name
Title: Trustee


By: Bernard J. Pastorik, Trustee
Signature
BERNARD J. PASTORIK
Printed Name
Title: Trustee

By: Dmitry Lev, Trustee
Signature
Dmitry Lev
Printed Name
Title: Trustee

By: Gabriel Ha, Trustee
Signature
Gabriel Ha
Printed Name
Title: Trustee

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

On this 19 day of November 2018, before me, the undersigned notary public, personally appeared Faith Hickey, Trustee of the Fairway Estates Condominium Trust, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:


COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

On this 19 day of November 2018, before me, the undersigned notary public, personally appeared Cris Dwyer, Trustee of the Fairway Estates Condominium Trust, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

On this 19 day of November 2018, before me, the undersigned notary public, personally appeared Bernard Pastorik, Trustee of the Fairway Estates Condominium Trust, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

)

) ss.

COUNTY OF

)

On this 19 day of November 2018, before me, the undersigned notary public, personally appeared Dmitry Lev, Trustee of the Fairway Estates Condominium Trust, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS


)

) ss.

COUNTY OF

)

On this 19 day of November 2018, before me, the undersigned notary public, personally appeared Gabriel Ha, Trustee of the Fairway Estates Condominium Trust, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires:

CONSENT OF 218 SPEEN STREET, LLC

218 Speen Street, LLC hereby consents to the foregoing grant of easement from the Trustees of the Fairway Estates Condominium Trust to the Town of Natick.

EXECUTED as of this ____ day of _____ 2018.

218 SPEEN STREET, LLC,
a Massachusetts limited liability company

By: _____

Rosario Lattuca

Name: Rosario Lattuca

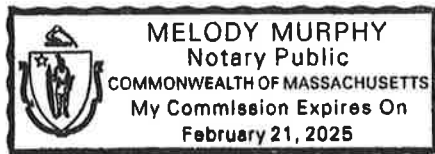
Title: Manager

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF *Middlesex*)

) ss.

On this 25 day of April ²⁰¹⁹~~2018~~, before me, the undersigned notary public, personally appeared Rosario Lattuca, Manager of 218 Speen Street, LLC, proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Melody Murphy
Notary Public
My Commission Expires: 2/21/2025

CONSENT OF KOHR LLC

KOHR LLC hereby consents to the foregoing grant of easement from the Trustees of the Fairway Estates Condominium Trust to the Town of Natick.

EXECUTED as of this 3 day of May 2019.

KOHR LLC,
a Delaware limited liability company

By: _____

Name: Scott Baker
Title: Manager

By: _____

Name: _____
Title: Manager

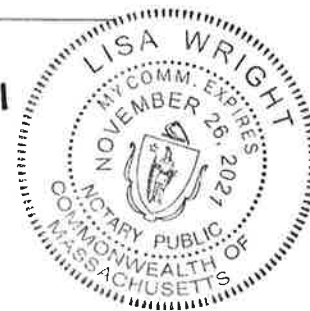
COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 3 day of May 2019, before me, the undersigned notary public, personally appeared Scott Baker, Manager of KOHR LLC, proved to me through satisfactory evidence of identification, which were personally known to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Lisa Wright
Notary Public
My Commission Expires:
November 26, 2021



COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF _____)

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared _____, Manager of KOHR LLC, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Natick, acting by and through its Board of Selectmen, hereby accepts the foregoing grant of easement from the Trustees of the Fairway Estates Condominium Trust.

EXECUTED as of this ____ day of _____ 2018.

TOWN OF NATICK,
by its Board of Selectmen,

Signature

Name: Amy K. Mistrot
Title: Chairman

Signature

Name: Susan G. Salamoff
Title: Vice Chairman

Signature

Name: Michael J. Hickey, Jr.
Title: Clerk

Signature

Name: Jonathan H. Freedman
Title: Member

Signature

Name: Richard P. Jennett, Jr.
Title: Member

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared _____, Chairman of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared _____, Vice Chairman of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

)

)

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1

COMMONWEALTH OF MASSACHUSETTS

)

) ss.

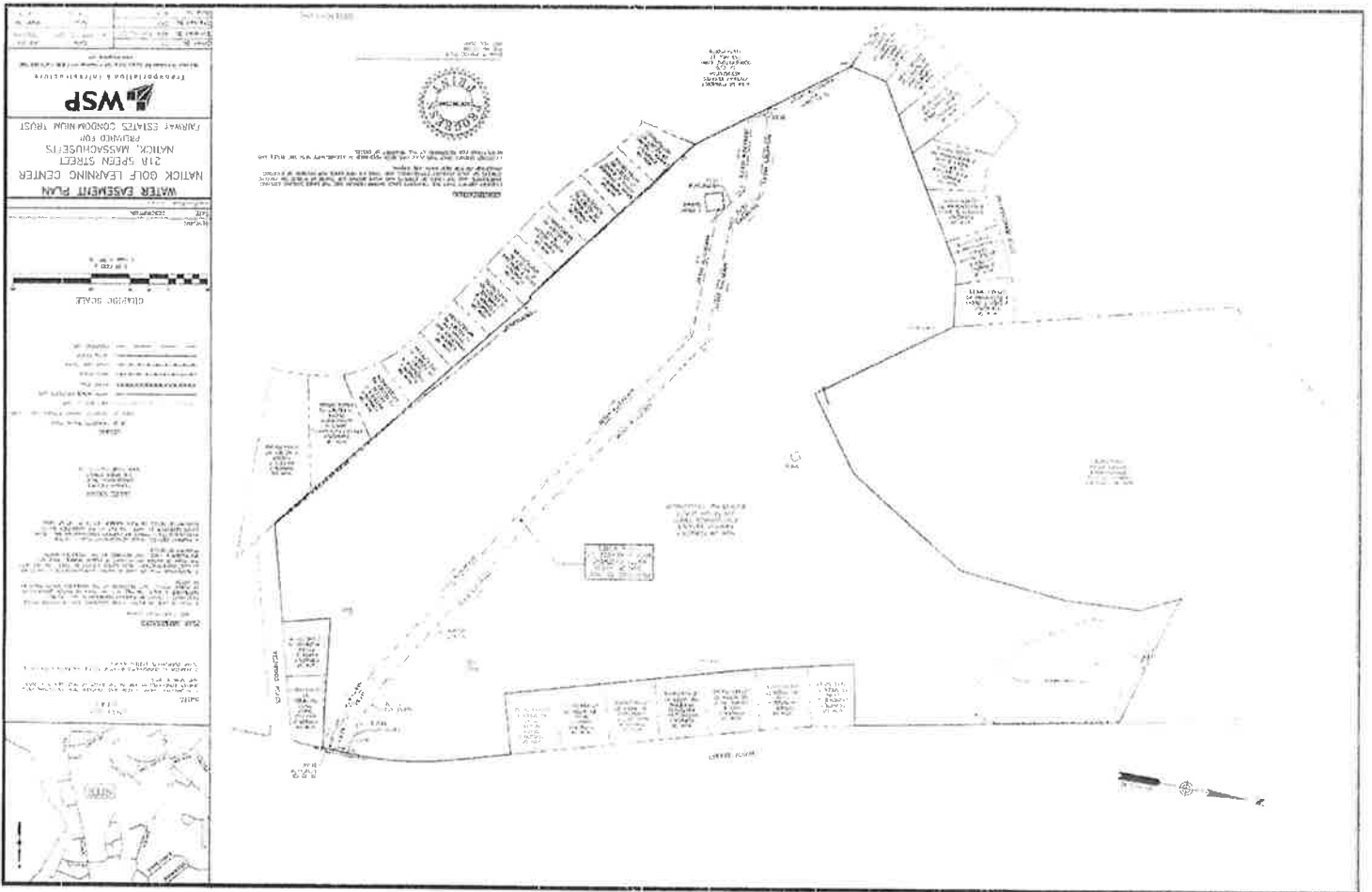
COUNTY OF MIDDLESEX

)

On this ____ day of _____ 2018, before me, the undersigned notary public, personally appeared _____, a member of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public:

My Commission Expires:



ACCEPTANCE

The Town of Natick, acting by and through its Board of Selectmen, hereby accepts the foregoing grant of easement from the Trustees of the Fairway Estates Condominium Trust.

Executed as of this _____ day of _____ 2019.

Town of Natick,
By its Board of Selectman

Signature
Name: Michael J. Hickey, Jr.
Title: Chairman

Signature
Name: Susan G. Salamoff
Title: Vice Chairman

Signature
Name: Jonathan H. Freedman
Title: Clerk

Signature
Name: Richard P. Jennett, Jr.
Title: Member

Signature
Name: Karen Adelman-Foster
Title: Member

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, **Michael J. Hickey, Jr.**, Chairman of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, **Susan G. Salamoff**, Vice Chairman of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, **Jonathan H. Freedman**, Clerk of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, **Richard P. Jennett, Jr.**, Member of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 2019

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared, **Karen Adelman-Foster**, Member of the Town of Natick Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was that he/she is known to me personally, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Natick.

Notary Public

My Commission Expires:



*COMMUNITY AND ECONOMIC
DEVELOPMENT*

**RECORD OF DECISION
NATICK PLANNING BOARD**

BUILDING

PLANNING

ZONING

CONSERVATION



2016 00204091

Bk: 68401 Pg: 564 Doc: DECIS
Page: 1 of 23 11/14/2016 03:17 PM

In Re Application of:

KOHR LLC
75 Park Plaza, 3rd Floor
Boston, MA 02116

Decision 31-2016

Landlord:

218 Speen Street, LLC
218 Speen Street
Natick, MA 01760

Property Owner:

Fairway Estates Condominium Trust
P.O. Box P
Natick, MA 01760

BOOK 14892, PAGE 181

Parcel:

218 Speen Street
Assessors' Map 33, Lots 61 & 61B

RECEIVED
2016 OCT 21 AM 8:27
TOWN CLERK-NATICK

MODIFICATION OF SPECIAL PERMIT AND SITE PLAN APPROVAL

BACKGROUND

This Decision relates to the proposed rehabilitation of the golf learning center (the "Golf Academy") situated at 218 Speen Street, Natick, Massachusetts. The Golf Academy comprises approximately 30 acres of land identified on Assessor's Map 33 as Lot 61 and a portion of Lot 61B, with frontage on Speen Street and bounded generally by properties fronting on Wildwood Place, Kelsey Road, Surrey Lane, Buckingham Road, and Fairway Circle (including the town house cluster portion of the parcel). The Golf Academy is located in the Residential Single A ("RSA") zoning district and forms part of the Fairway Estates Condominium, an approximately 42-acre Town House Cluster Development (the "Fairway Estates Cluster") permitted pursuant to Section III-1.F of the Town of Natick Zoning Bylaws (the "Zoning Bylaws").

The Fairway Estates Cluster (including the Golf Academy) is governed by a Special Permit issued by the Natick Planning Board (the "Board") on August 1, 1980 (the "1980 Special Permit"), amended by Special Permit and Site Plan Approval Decision No. 1-94, issued by the

John E. Twohig, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110

218 Speen St., Natick

Board on January 7, 1994 (the "1994 Amendment," and together with the 1980 Special Permit, the "Existing Decision").

The 1980 Special Permit authorizes construction of 74 town houses with a supporting "preserved open space" area (the "Preserved Open Space Area") that may be used for passive recreation and various incidental and related facilities, including golf, tennis, and swimming, as shown on a certain Overall Development Plan entitled, "Fairway Estates, Sheets 1-7 plus perimeter plan," attached as Exhibit A to the 1980 Special Permit.

The 1994 Amendment modifies the 1980 Special Permit and the Overall Development Plan to authorize, among other things, the operation of a "golf learning center" in place of the "golf course (by natural light only)," and the construction of a small gazebo structure and a maintenance garage accessory to the Golf Academy. In addition, the 1994 Amendment approves the following plans as substitutes for the portion of the Overall Development Plan governing the Golf Academy: (i) plan entitled, "Master Plan," designed by G.D.S.I. Golf Course Designs, dated August 18, 1993; (ii) a landscape plan entitled, "Natick Golf Learning Center, Partial Site Plan" dated October 27, 1993; and (iii) a plan entitled, "Parking Layout," dated November 29, 1993, the latter two plans having been prepared by Eden Design Associates (collectively, the "1993 Modified Plan").

The Golf Academy is currently operated as a golf learning center, improved with approximately 97 public driving tee boxes; a ball-vending shack; a maintenance garage; protective netting along Speen Street and Kelsey Road; and 5 light poles, 35 feet in height, with metal halide fixtures. The Golf Academy is served by a paved parking lot located adjacent to the existing restaurant and the tennis courts, containing approximately 37 parking spaces.

The Golf Academy is currently in a state of disrepair and neglect. The existing netting along Speen Street and Kelsey Road, for example, has largely disintegrated and does not effectively deter errant golf shots from trespassing into abutting properties. Similarly, the terrain is in dire need of regrading, loaming, and seeding. The Golf Academy has also long suffered from vandalism, trespassing, and dumping, most notably at the proposed site of the Short-Game Practice Area (as hereinafter defined) near the existing maintenance garage, where significant stockpiles of debris and scrap are concentrated.

PROPOSED PROJECT

On May 25, 2016, KOHR LLC (the "Applicant")¹ petitioned this Board for an amendment to the Existing Decision to allow for the rehabilitation of the Golf Academy into a professionally operated first-class golf teaching academy through targeted site improvements and upgrades, including regrading, loaming, seeding and other landscape improvements; installation of new netting to protect abutters from errant golf shots; construction of an approximately 1.2-

¹ Fairway Estates Condominium Trust is the owner of the Fairway Estates Cluster (including the Golf Academy). KOHR LLC is the sublessee under a long-term sublease with 218 Speen Street, LLC, the tenant under a long-term lease with Fairway Estates Condominium Trust. KOHR LLC and Fairway Estates Condominium Trust have entered into an agreement through which Fairway Estates Condominium Trust recognized KOHR LLC's sublease with 218 Speen Street, LLC and consented to the Golf Academy Project.

acre short-game practice area for students and other members of the Applicant's golf academy (the "Short-Game Practice Area"); construction of a 33-space accessory gravel parking area for patrons and visitors (the "Accessory Gravel Parking Area"); provision of 5 handicapped-accessible parking spaces; widening of the existing driveway leading from the parking area to the driving range area to allow access to the Accessory Gravel Parking Area and the handicapped-accessible spaces; installation of limited operational and low-level security lighting; and related site improvements (collectively, the "Golf Academy Project").

The Board, as the Special Permit Granting Authority, recognizes that, although some of the project components involve not more than routine maintenance and repair, the new Accessory Gravel Parking Area, driveway site access, and land disturbance are each elements which trigger site plan review or special permits. Because the Applicant seeks approval for the various project components as a whole, the Board determined that the public interest would be best served by conducting the approval process for the Golf Academy Project as a major modification to the Existing Decision, requiring public notice and a public hearing, which procedures were followed by the Board.

PUBLIC HEARING

The Applicant submitted its formal application to the Board on May 25, 2016, a true, correct, and complete copy of which was duly filed with the Town Clerk. Thereafter, notice of the public hearing on the Golf Academy Project was published by the Board in the *MetroWest Daily News* on May 30, 2016 and then again on June 6, 2016. As required by M.G.L. c. 40A, § 11, notice of the public hearing was also sent to all statutory parties of interest, as certified by the Town of Natick Assessors Office, and posted in the Town Hall.

The Board opened the public hearing (the "Public Hearing") on June 15, 2016 in the Ed Dlott Meeting Room, Town Hall, 13 East Central Street, Natick, MA. The Public Hearing was continued to July 20, 2016, August 17, 2016, September 7, 2016, September 21, 2016, October 5, 2016, and October 19, 2016, at which time the Public Hearing was concluded.

Sitting for the Board and present for the Public Hearing were Chairman Julian Munnich, Vice Chairman Andrew Meyer, Clerk Glen Glater, Ms. Terri Evans, and Mr. Peter Nottonson. Also present at the Public Hearing were Mr. James Errickson (Director of Community & Economic Development), Mr. Mark Coviello, P.E. (Town Engineer), and Ms. Ann Greel (Executive Planning Assistant).

Mr. Munnich was not present for the Public Hearing session held on July 20, 2016. Mr. Meyer was not present for the Public Hearing session held on August 17, 2016. In accordance with the so-called "Mullin Rule" established by M.G.L. c. 39, § 23D, Mr. Munnich and Mr. Meyer have each certified in writing that they have examined all evidence received at the missed sessions, including an audio or video recording or a transcript thereof, and are therefore eligible to act on the Golf Academy Project. Mr. Munnich's and Mr. Meyer's written certifications are on file with the Board and are hereby incorporated into the record of the Public Hearing as if fully set forth in this Decision.

RECORD DOCUMENTS

The following documents were introduced into the record and are retained in the files of the Board (collectively, the "Record Documents"):

1. The Existing Decision, the Overall Development Plan, and the 1993 Modified Plan, and the documents, reports, and other materials supporting the foregoing.
2. Covenant between the original developer of the Fairway Estates Cluster and the Town of Natick, dated November 13, 1980, recorded with the Middlesex County South Registry of Deeds in Book 14146, Page 412 (the "Preserved Open Space Covenant").
3. Letter from Goulston & Storrs PC, the Applicant's legal counsel, dated May 25, 2016, enclosing the duly filed application for the Golf Academy Project and supporting plans, reports, payments, and other documents, including the Applicant's "Statement in Support of Modification to Special Permit and Site Plan Approval," addressing the Golf Academy Project's conformance with applicable standards.
4. Letter from Mark Coviello, P.E., Town Engineer, dated June 14, 2016, offering comments on the Golf Academy Project.
5. Letter from R.J. O'Connell & Associates, Inc., dated August 8, 2016, responding to comments submitted by the Town Engineer.
6. Letter from Goulston & Storrs PC, the Applicant's legal counsel, dated August 8, 2016, enclosing updated plans, reports, and other documents, including a memorandum from the Applicant in response to comments received.
7. Updated site/civil plans and catalog cut sheets of the proposed site light fixtures, submitted by R.J. O'Connell & Associates, Inc. on September 2, 2016.
8. Letter from Mark Coviello, P.E., Town Engineer, dated September 6, 2016, affirming that the Applicant has addressed all engineering concerns and recommending that the Applicant be required to place the existing water main that transects the Golf Academy property into a utility easement in a form acceptable to the Town.
9. List of recommended safeguards to be imposed on the Golf Academy Project for the protection of the neighborhood, submitted by Goulston & Storrs PC on September 7, 2016.
10. Updated site/civil plans, security light fixture shield cut sheet, and Operation and Maintenance Plan, submitted by R.J. O'Connell & Associates, Inc. on September 19, 2016.
11. Updated site/civil plans, tee box renderings, and light fixture cut sheets, submitted by R.J. O'Connell & Associates, Inc. on September 30, 2016.

12. Those certain plans identified in Scheduled A to this Decision (the "Approved Plans").
13. Stormwater Management Report entitled, "Natick Golf Academy, 218 Speen Street, Natick, MA," prepared by RJ O'Connell & Associates, dated May 25, 2016, last revised August 5, 2016.
14. Stormwater Pollution Prevention Plan entitled, "Natick Golf Academy, 218 Speen Street, Natick, MA 01760," prepared by RJ O'Connell & Associates, dated May 25, 2016, last revised August 5, 2016.
15. Operation and Maintenance Plan entitled, "Natick Golf Academy, 218 Speen Street, Natick, MA 01760," prepared by RJ O'Connell & Associates, dated August 5, 2016, last revised September 19, 2016.
16. Correspondence from abutters and other interested parties.

MEETINGS

To evaluate the plans, documents, and testimony submitted by the Applicant's development team, the Board sought technical assistance and comments from Town staff and other boards, departments, and commissions, including, among others, the Engineering, Fire, and Police Departments. The Board also held three posted "working group" sessions with the Applicant and the Department of Community & Economic Development on September 1, 2016, September 14, 2016, and September 28, 2016.

PUBLIC COMMENTS

The Board is in receipt of correspondence from abutters and other interested parties concerning the Golf Academy Project. Many of these letters cited concerns about the proposed netting, lighting, parking, and other project elements. Such correspondence is on file with the Board and is incorporated into the public record. The Board also received public testimony at the Public Hearing.

FINDINGS

After considering all of the information and materials received, including the Existing Decision and its accompanying plans, the Record Documents, the Approved Plans, and testimony and public comments submitted in writing and expressed at the Public Hearing, the Board makes the following findings (collectively, the "Findings"):

General

The Board makes the following general findings:

1. The facts recited in the previous sections of this Decision are incorporated as Findings of the Board as if fully set forth in this section.

2. The Planning Board is the Special Permit Granting Authority for the Golf Academy Project pursuant to Sections VI-DD.2.a and III-1.F of the Zoning Bylaws.
3. In accordance with Section VI-DD.3 of the Zoning Bylaws, the proposed changes to the Existing Decision and its accompanying plans may be accomplished by amending or modifying, through a major modification process, the Existing Decision and its accompanying plans, including by substituting or replacing the previously approved plans or portions thereof.
4. The Applicant has requested that the Board waive the preparation of a Transportation Impact Assessment/Traffic Study and of building elevations, and approve certain plan size and scale specifications. The Board finds that the proposed waivers are appropriate for the following reasons:
 - a. Transportation Impact Assessment/Traffic Study. Considering that the proposed improvements do not involve a change of use or the construction of additional buildings, and, in fact, a reduction in the number of tee boxes/driving bays is proposed, the Board finds it appropriate to waive preparation of a Transportation Impact Assessment/Traffic Study.
 - b. Building Elevations. The proposed improvements involve minor repairs to the existing accessory structures, but no new buildings are proposed. Further, the Applicant has provided conceptual renderings of the proposed tee box shelters, included with the Approved Plans. The Board finds such renderings to be adequate and, since no new buildings are proposed, finds it appropriate to waive preparation of building elevations.
 - c. Plan Size and Scale. Given the expanse of the Golf Academy and the desirability of showing site features on a single sheet without the need for a dividing match line, the Board finds it appropriate to accept the Approved Plans at a scale of 1" = 60' (rather than 1" = 40'), and a sheet size of 30" x 42" (rather than 24" x 36").
5. For the reasons more fully specified and enumerated below, the Board finds that the Golf Academy Project (i) satisfies the criteria for the grant of a major modification to a special permit issued under M.G.L. c. 40A and Section III-1.F of the Zoning Bylaws; (ii) satisfies the criteria for site plan approval contained in Section VI-DD.5 of the Zoning Bylaws, as implemented the Board's Special Permit and Site Plan Review Rules and Regulations dated December 5, 1979, as amended (the "Rules & Regulations"), and meaningfully responds to the standards for site plan review contained in Section VI-DD.6 of the Zoning Bylaws; and (iii) satisfies the outdoor lighting standards contained in Section V-I of the Zoning Bylaw, as implemented by the Rules & Regulations.

Use

The Board makes the following findings with respect to the use regulations contained in Section III-1.F.3 of the Zoning Bylaws:

6. The Applicant seeks approval of certain improvements to the Golf Academy, but does not seek to change the long-standing use of the Golf Academy as a "golf learning center."
7. The proposed use of the Golf Academy as a golf learning center with a public driving range component, a Short-Game Practice Area, an Accessory Gravel Parking Area, protective netting, operational and security lighting, and other site improvements is allowed by the Zoning Bylaws and is consistent with the Existing Decision in that it is considered to be a "similar recreational use" under the additional uses contemplated by Section III-1.F.3 of the Zoning Bylaws, which uses are permitted within the Preserved Open Space Area of a Town House Cluster Development in the RSA zoning district upon the issuance of a special permit and site plan approval by this Board.

Intensity Regulations

The Board makes the following findings with respect to the intensity regulations contained in Section III-1.F.8 of the Zoning Bylaws:

8. The Accessory Gravel Parking Area will be constructed approximately 30 feet from the boundary of the Overall Development Plan. The Approved Plans provide appropriate protective screening and buffer areas around the Accessory Gravel Parking Area to adequately mitigate any potential adverse effects on views from Speen Street, as shown on the Approved Plans. No other buildings or parking will be located closer than 50 feet from the boundaries of the Overall Development Plan. The Golf Academy Project is therefore consistent with Section III-1-F.8.a of the Zoning Bylaws.
9. No construction will take place within the 100-year flood elevation.
10. The Golf Academy Project does not involve the construction of any "building," as defined in Section 200 of the Zoning Bylaws. Therefore, the maximum building height, maximum building coverage, and minimum building separation dimensional controls do not apply to the Golf Academy Project. The Golf Academy Project does involve the installation of netting support poles of varying height (approximately 110 feet in height at certain points) along the Speen Street and Kelsey Road property boundaries. However, as defined in Section 200 of the Zoning Bylaws, the proposed netting support poles are considered "structures," subject to a special permit, rather than "buildings." Accordingly, the Board finds that the 35-foot maximum building height restriction in Section III-1.F.8.c of the Zoning Bylaws does not apply to the proposed netting support poles.

Preserved Open Space

The Board makes the following findings with respect to the preserved open space regulations contained in Section III-1.F.9 of the Zoning Bylaws:

11. The land devoted to "Preserved Open Space," as the term is defined in Section 200 of the Zoning Bylaws, comprises not less than thirty percent (30%) of the total land area of the Overall Development Plan, compliant with Section III-1.F.9 of the Zoning Bylaws.

12. As required by M.G.L. c. 40A, § 9 and Section III-1.F.9 of the Zoning Bylaws, the Preserved Open Space Area is governed by the Preserved Open Space Covenant, through which the original developer of the Fairway Estates Cluster agreed, for itself and its successors and assigns, to maintain the Preserved Open Space Area in perpetuity for recreation or conservation purposes. A recreational use, the Golf Academy Project is consistent with the Preserved Open Space Covenant.
13. The Board finds that the Golf Academy Project (including the driveway expansion and the Accessory Gravel Parking Area) is consistent with, and is allowed by, the regulations governing the Preserved Open Space Area of a Town House Cluster Development. "Preserved Open Space" carries a specific meaning in the Zoning Bylaws, separate and distinct from that of "Open Space." While "Open Space" is defined in Section 200 of the Zoning Bylaws to expressly exclude structures, parking, and drives, "Preserved Open Space," is defined, in accordance with M.G.L. c. 40A, § 9, to exclude dwellings and structures accessory thereto, but it is not defined to prohibit structures, parking, or drives that serve the Preserved Open Space Area and are intended to allow for the use and better enjoyment of such area. The proposed improvements within the Preserved Open Space Area are recreational in nature and are for the exclusive benefit of the Preserved Open Space Area. By encouraging the use and enjoyment of the Preserved Open Space Area, such as by providing additional recreational opportunities and more convenient and safer access to the Preserved Open Space Area, the proposed improvements further the interests and intent of the Preserved Open Space Area and are consistent with M.G.L. c. 40A, § 9, Section III-1.F.9 of the Zoning Bylaws, and the Preserved Open Space Covenant.

Lighting

The Board makes the following findings with respect to the regulations contained in Section V-I of the Zoning Bylaws, as implemented by Section V.I of the Board's Rules and Regulations:

14. The Golf Academy's driving range area currently contains 5 light poles 35 feet in height with metal halide fixtures. These lights were installed pursuant to an electrical permit issued by the Town of Natick Building Department on March 27, 2002 (Permit #: E-2002-278) (the "2002 Lighting Permit").
15. The Applicant proposes to install operational and low-level security lighting at select areas of the Golf Academy to upgrade and replace the Golf Academy's existing lighting program. The Applicant's lighting plan consists of the following:
 - a. Driving Range Area: Removal of the existing lights authorized by the 2002 Lighting Permit, and installation of 5 light poles approximately 35 feet in height with LED fixtures for operational lighting.
 - b. Driveway and Parking Area: Installation of five light poles approximately 18 feet in height with 7 LED fixtures for operational lighting. One such pole will contain a security light fixture at approximately 14 feet in height.

- c. Short-Game Practice Area: Installation of 5 light poles approximately 18 feet in height with 10 LED fixtures for operational lighting. Two such poles will each contain 1 security light fixture at approximately 14 feet in height.
 - d. Maintenance Garage: Installation of 2 garage-mounted LED light fixtures for security lighting.
16. The Board finds that the Applicant's proposed lighting program is allowed in a Town House Cluster Development in the RSA zoning district, as reinforced by the Building Inspector (the Town's Zoning Enforcement Officer under Section VI-A of the Zoning Bylaws) having issued the 2002 Lighting Permit.
17. The Board finds that the Applicant's proposed lighting program satisfies the lighting regulations contained in Section V-I of the Zoning Bylaws, as implemented by Section V.I of the Board's Rules and Regulations, in that:
- a. Purpose and Criteria. As further specified below, the Applicant's proposed lighting program will enhance public safety and welfare by providing for adequate and appropriate outdoor lighting that complements the character of the Town, reduces glare, minimizes light trespass, and reduces the cost and waste of unnecessary energy consumption.
 - b. Lighting Plan. The Applicant's lighting plans, supporting cut sheets, and other documentation satisfy the Section V-I.3 submission requirements in that they show the location and type of any outdoor lighting luminaires, including the height of the luminaire; the luminaire manufacturer's specification data, including lumen output and photometric data showing cutoff angles; the type of lamp; and include a photometric plan showing the intensity of illumination at ground level and demonstrating that light will not trespass onto any street or abutting lot.
 - c. Control of Glare and Light Trespass. The Board finds that, as demonstrated by the Applicant's photometric and lighting plans, there will be no light spillage onto abutting properties or roadways. Further, all light fixtures will be appropriately shielded with house-side shields and cutoff devices as shown on the Approved Plans, ensuring that light will not trespass onto any street or abutting lot or parcel, eliminating glare perceptible to persons on any street or abutting lot or parcel, and preventing the emission of direct light above a horizontal plane passing through the lowest part of the luminaire.
 - d. Lamps. The proposed LED lamp types were selected for optimum color rendering as measured by their color rendering index. As documented in the Applicant's lighting submission, the proposed LED lamps have a color rendering index of approximately 80 and a temperature of 3000 K, comparable to a 100 W halogen bulb, an acceptable and appropriate color rendering index and temperature for the proposed use.
 - e. Hours of Operation. The operational lighting will shut off at 7:00 PM in November, December, January, and February, and at 8:00 PM for the months of

March, April, September, and October. In May, June, July, and August, the operational lighting will shut off at 8:00 PM at the Short-Game Practice Area and at 9:00 PM at all other locations. The security lighting will shut off coincident with the operational lighting and will operate thereafter exclusively on motion detectors. The proposed low-level security lighting will emit an average illumination not greater than 0.5 foot candles, and, as such, it may operate between 11:00 PM and 6:00 AM consistent with Section V-I.6 of the Zoning Bylaws and Section V.I.7 of the Board's Rules and Regulations, or as modified through written agreement with the Town of Natick Police Department and filed with the Board, as necessary to ensure adequate security of the Golf Academy.

Netting

The Board makes the following findings regarding the Applicant's proposed protective netting program:

18. The Applicant proposes to substantially rehabilitate the Golf Academy's protective netting along Speen Street and Kelsey Road by installing new support poles in certain critical locations, providing additional linear length of protective netting in targeted areas, and replacing existing netting where needed, as more particularly shown on the Approved Plans. Specifically, the Applicant proposes the following:
 - a. Speen Street. The Applicant intends to lengthen the existing netting by approximately 75 linear feet and preserve existing support poles where possible. To adequately protect neighboring properties, the proposal requires the installation of new support poles of not more than 110 feet in height.
 - b. Kelsey Road. Along the Golf Academy's western boundary, the Applicant proposes to remove the existing dilapidated netting and install six to seven new support poles of not more than 110 feet in height, set back approximately 90 feet from the property boundary.
19. The Board finds that the Applicant's proposed comprehensive netting program represents a substantial improvement over the existing condition, one that will adequately protect neighbors from errant golf shots, obviating the need for additional protective measures such as the use of limited-flight golf balls. Such netting location and length may be modified per Condition 19 of this Decision.

Stormwater and Drainage

The Board makes the following findings regarding the Applicant's proposed stormwater and drainage improvements:

20. The Golf Academy is currently in a distressed condition, lacking proper maintenance and repair. As addressed in the Applicant's Stormwater Management Report, prepared in accordance with the design objectives outlined in the Massachusetts Department of Environmental Protection's (MassDEP) Stormwater Policy Guidelines and the Town of Natick's stormwater management regulations, the proposed renovations to the Golf

Academy will result in a reduction in peak rates of stormwater discharged from the Golf Academy, due in large part to the project's reduction in impervious surface area (+/- 500 sf) and to improvements to be performed to existing ground-cover.

21. The site improvements also include suitable measures to pre-treat rainfall runoff from the Accessory Gravel Parking Area and its access driveway. Stormwater runoff associated with the Accessory Gravel Parking Area will be directed to a grass channel swale with a discharge into a water quality basin that will effectively remove stormwater pollutants prior to the runoff discharging into the jurisdictional stormwater detention basin located at the northwest corner of the site. Through the use of these non-structural best management practices, the water quality of rainfall runoff from the site driveway and Accessory Gravel Parking Area will undergo treatment to remove accumulated stormwater pollutants to the maximum extent practicable.
22. Within the Short-Game Practice Area, proposed stormwater improvements include construction of a subsurface infiltration system that will treat the quality of the runoff and will manage the peak rate of runoff, both of which represent an improvement over the existing site conditions currently experienced by abutting property owners along Surrey Lane and Buckingham Road.
23. The Applicant will implement an inspection and maintenance program as outlined in the Operation and Maintenance Plan for the Golf Academy, ensuring the long-term performance of the drainage systems.
24. By letter dated September 6, 2016, the Town Engineer certified that the Applicant has satisfied all of his outstanding concerns, including those regarding the stormwater improvements, subject only to the grant of a utility easement to the Town of Natick for the existing 10-inch water main that runs through the Golf Academy property, per Condition 16 of this Decision.
25. Based on the Record Documents and the Approved Plans, the Board finds that the proposed stormwater improvements (i) will result in a substantial improvement over existing stormwater management conditions; (ii) appropriately address any and all drainage impacts anticipated to be associated with the Golf Academy Project; and (iii) satisfy the requirements and objectives of the MassDEP Stormwater Management Standards and the Town stormwater regulations.

Parking and Circulation

The Board makes the following findings regarding the Applicant's proposed parking and circulation improvements:

26. Proposed parking and circulation improvements include the construction of a designated Accessory Gravel Parking Area to accommodate 33 vehicles, the provision of 5 ADA-accessible parking spaces near the Accessory Gravel Parking Area, and widening a portion of the existing driveway to 20 feet in width to accommodate two-way vehicular travel to the Accessory Gravel Parking Area and the handicapped-accessible spaces, with a supporting 4-foot gravel path provided for pedestrian travel. In addition, the Applicant

has agreed to cause the relocation or elimination of two take-out spaces serving the existing restaurant near the entrance to the Golf Academy along Speen Street, per Condition 15 of this Decision. The Applicant does not intend to use golf carts to transport patrons to and from the parking areas, but patrons may use their private golf carts to access the Golf Academy.

27. In support of the proposed parking and driveway improvements, existing buffering will be enhanced with additional evergreen plantings that will adequately screen the proposed Accessory Gravel Parking Area from view from Speen Street, as more fully specified below.
28. To mitigate the additional pavement resulting from the widening of the driveway, the Applicant intends to remove impervious surfaces elsewhere at the Golf Academy, including near the tennis courts and to the rear of the maintenance garage. As a result of these modifications, the Golf Academy Project will reduce impervious surfaces at the site by approximately 500 square feet as against the present condition.
29. As addressed in Finding No. 13, the Board finds that the proposed driveway improvements, by encouraging the use and enjoyment of the Preserved Open Space Area, further the interests and intent of the Preserved Open Space Area and are consistent with M.G.L. c. 40A, § 9, Section III-1.F.9 of the Zoning Bylaws, and the Preserved Open Space Covenant.
30. Traffic volume is not anticipated to materially increase from the existing condition in light of the proposed reduction in the number of available public driving tees from 97 to 50 (an approximately 50% reduction) and the Golf Academy's focus on student instruction.
31. The Board finds that the proposed driveway expansion and the construction of the Accessory Gravel Parking Area will alleviate an unsafe parking condition at the Golf Academy and will ensure safe and convenient vehicular and pedestrian movement on the site and in relation to streets and properties in the surrounding area. The Board further finds that the relocation or elimination of the two restaurant take-out parking spaces will further enhance vehicular circulation at the Golf Academy.

Landscaping

The Board makes the following findings regarding the Applicant's proposed landscaping improvements:

32. The Applicant intends to regrade and recontour the existing Golf Academy for purposes of improving site lines. Upon the completion of the grading activities, the disturbed areas will be loamed and seeded with new top soil added to support the sod. In addition to the grade enhancements, approximately 1.2 acres of the northwest corner of the Golf Academy will be selectively cleared and grubbed to accommodate the construction of the Short-Game Practice Area. The disturbed areas associated with these construction activities will be loamed and seeded.

33. The proposal for the Short-Game Practice Area involves clearing approximately 1.2 acres of land to accommodate a pitch and putt practice area, with approximately 100-foot setbacks and significant vegetated buffers provided along abutting properties. The proposal represents a net reduction in scope from the 1993 Modified Plan, which, for the site of the proposed Short-Game Practice Area, authorizes the construction of two golf holes with tee boxes, putting greens, and sand traps as well as construction of a "sand bunker complex" adjacent to what is now the maintenance garage, with only nominal setbacks provided along abutting properties.
34. As shown on the Applicant's detailed landscape plan, substantial plantings will be provided at the Short-Game Practice Area, along the Accessory Gravel Parking Area, and at other critical points within the Golf Academy. In addition, the Applicant has agreed to provide intermediate plantings to diversify the landscape elements found at the site as shown on the Approved Plans.
35. The Board finds that the landscaping proposed for the Golf Academy Project represents a significant improvement in quality and usability from the present condition and satisfies all applicable landscaping criteria and performance standards, as more fully specified in Finding No. 39 below.

Town House Cluster Development Criteria

The Board makes the following findings regarding the Town House Cluster Development criteria:

36. Based on the Board's Findings and the Record Documents, the Board finds that the Golf Academy Project satisfies the applicable regulations and criteria contained in M.G.L. c. 40A, § 9 as pertain to Cluster Developments generally, and in Section III-1.F of the Zoning Bylaws relative to Town House Cluster Developments. The Golf Academy Project is consistent with all such regulations and criteria and does not involve any use, improvement, or activity the nature or effect of which would serve to take the Golf Academy or the Fairway Estates Cluster out of compliance with M.G.L. c. 40A, § 9 or Section III-1.F of the Zoning Bylaws.
37. The Board further finds that the criteria contained in Section III-1.F.6 of the Zoning Bylaws, as implemented by Section VI.B of the Board's Rules and Regulations, for the grant of a special permit for the construction of a Town House Cluster Development remain satisfied as set forth in the 1980 Special Permit.

Site Plan Review Criteria and Performance Standards

The Board makes the following findings regarding the Site Plan Review Criteria and Performance Standards:

38. The design of the Golf Academy Project is subject to review under the criteria for approval of a Final Site Plan contained in Section VI-DD.5 of the Zoning Bylaws and the standards of site plan review set forth in Section VI-DD.6 of the Zoning Bylaws. Site plan review is typically performed in connection with new construction. As the Golf

Academy Project involves upgrades to an allowed outdoor recreational use, but does not involve the construction of a new building, the Board finds that the proposed changes to the site plan are minimal and appropriate, but constitute a major modification to the Existing Decision and the 1993 Modified Plan.

39. The Board finds that the Golf Academy Project meaningfully responds to the standards for site plan review contained in Section VI-DD.6 of the Zoning Bylaws, as implemented by Section V of the Board's Rules and Regulations, for the reasons set forth above and for the following additional reasons:
- a. Preservation of Landscape. Based on the Board's Findings and as supported by the Record Documents, the Golf Academy Project substantially preserves the existing landscape in its natural state, insofar as practicable, by minimizing tree and soil removal. Although 1.2 acres will be cleared to accommodate the Short-Game Practice Area, such clearing represents a substantial reduction in scope from the 1993 Modified Plan and will preserve many desirable landscape elements and provide substantial vegetated buffers. The proposed grade changes will be in keeping with the general appearance of the neighboring developed areas and finish site contours will depart only minimally from the character of the natural site and the surrounding properties. Substantial plantings are proposed to provide effective buffering, screening, and desirable landscape amenities, as shown on the landscape plan.
 - b. Relation of Buildings to Environment. The Golf Academy Project does not involve the construction of any buildings. Based on the Board's Findings and as supported by the Record Documents, the proposed structures and other site improvements relate harmoniously to the terrain and to the use, scale and siting of existing buildings and structures.
 - c. Open Space. Based on the Board's Findings and as supported by the Record Documents, the proposed open space landscaped elements have been designed to add to the visual amenities of the vicinity by maximizing their visibility to persons passing the site or overlooking it from nearby properties.
 - d. Circulation. Based on the Board's Findings and as supported by the Record Documents, the proposed arrangement of parking areas is safe and convenient and does not detract from the use and enjoyment of the Golf Academy and neighboring properties.
 - e. Surface Water Drainage. Based on the Board's Findings and as supported by the Record Documents, appropriate control measures will be employed to ensure that the removal of surface waters will not adversely affect neighboring properties or the public storm drainage system, nor obstruct the flow of vehicular or pedestrian traffic or create puddles in paved areas.
 - f. Groundwater Recharge and Quality Preservation. Based on the Board's Findings and as supported by the Record Documents, the Golf Academy Project will

maximize groundwater recharge and protect groundwater quality as set forth in the Stormwater Management Report and as implemented by the Operation and Maintenance Plan.

- g. Utilities. Based on the Board's Findings and as supported by the Record Documents, the placement of electric utility lines and equipment for the proposed lighting program will be underground, located so as to provide no adverse impact on the groundwater levels, and coordinated with other utilities. The proposed method of solid waste disposal is indicated precisely on the Approved Plans.
 - h. Advertising. The Golf Academy Project does not involve the installation of signs or outdoor advertising features. The Applicant intends to continue to utilize the existing signage located on the pylon sign at the entrance of the Golf Academy as the same may be modified.
 - i. Other Site Features. Based on the Board's Findings and as supported by the Record Documents, the Board finds that the accessory areas and structures benefit from appropriate setbacks, buffering, and screening to prevent hazards or visual incongruities with the existing or contemplated environment and surrounding properties.
 - j. Safety. The Golf Academy Project does not involve the construction of any buildings. All project elements are designed to maximize accessibility by fire, police, and other emergency personnel and equipment.
40. The Board finds that the Golf Academy Project satisfies the criteria for site plan approval contained in Section VI-DD.5 of the Zoning Bylaws, as implemented by Section VI.A of the Board's Rules and Regulations and as informed by the standards for site plan review contained in Section VI-DD.6 of the Zoning Bylaws, for the reasons set forth above and for the following additional reasons:
- a. Compliance with Zoning Bylaws. The Golf Academy Project is fully compliant with all applicable zoning regulations.
 - b. Protection of Adjoining Premises. The continuation of the existing use of the Golf Academy as a "golf learning center" will not produce any seriously detrimental or offensive effect on adjoining premises. The revitalization of the Golf Academy into an attractive, professionally operated facility will deliver appreciable benefits to the neighborhood and to the greater Natick community, representing a vast improvement over the Golf Academy's present condition. As addressed in the above Findings and as supported by the plans and materials on file with the Board, the Golf Academy Project provides adequate and appropriate landscaping, protective netting, low-level lighting, stormwater management measures, trash disposal, parking, and access, thereby protecting against interferences with the use and enjoyment of adjacent land. In addition, the Applicant will maintain the Golf Academy in accordance with its Operation and Maintenance Plan, which includes best management practices for fertilization and pest management, the long-term

performance of the drainage systems, mowing and landscaping, and other critical concerns.

- c. Circulation. The Golf Academy Project incorporates appropriate landscaping, lighting, directional signage and other related safety and security elements that provide for convenient and safe vehicular and pedestrian movement on the site. By making efficient use of the site's full-access curb cut onto Speen Street, and by constructing additional parking, the Golf Academy Project will minimize congestion and discourage parking from spilling onto existing ways. The Golf Academy Project involves only modest changes to on-site vehicular access, pedestrian circulation and parking with no off-site changes. Further, the changes to the site circulation and parking have been reviewed by the Board, the Town Public Safety Officer, and others and have been appropriately conditioned in this Decision.
- d. Waste Disposal. The site renovations provide for a new dumpster to be installed at an appropriate area adjacent to the ADA-accessible parking spaces, as shown on the Approved Plans. The Applicant will contract directly with a licensed waste management company for the disposal of wastes generated by the Golf Academy. Owing to the low intensity of the proposed use, trash disposal will occur on a weekly basis.
- e. Stormwater. As addressed in the above Findings and as supported by the plans and materials on file with the Board, the Golf Academy Project provides proper site surface drainage that ensures that removal of surface waters does not adversely affect neighboring properties or the public storm drainage system. Specifically, the planned renovations to Golf Academy will result in a reduction in peak rates of stormwater discharged from the site as a result of an overall reduction in impervious surface area, as well as through improvements to be performed to existing ground-cover. The site improvements also include suitable measures to pre-treat rainfall runoff. Through the use of non-structural best management practices, the water quality of rainfall runoff will undergo treatment to remove accumulated stormwater pollutants to the maximum extent practicable.
- f. Protection of Significant Features. The Golf Academy Project has been designed to minimize potential impacts on existing site features. All proposed activities will be undertaken in accordance with local law and applicable regulations, including in full compliance with an Order of Conditions and a Land Disturbance Permit to be issued by the Conservation Commission, and pursuant to the Operation and Maintenance Plan.

Statutory Special Permit Criteria

The Board makes the following findings regarding the statutory special permit criteria:

- 41. In accordance with M.G.L. c. 40A, § 9, based on the Board's Findings and as supported by the Record Documents, the Board finds that the Golf Academy Project is in harmony

with the general purpose and intent of the Zoning Bylaws, as secured by the conditions and safeguards imposed by this Decision.

DECISION

After deliberating and considering all of the foregoing, the Board hereby **APPROVES** the requested modification of the Existing Decision for the Golf Academy Project, the incorporation of the Approved Plans as part of the Overall Development Plan for the Fairway Estates Cluster and as the Final Site Plan for the Golf Academy, and the grant of all necessary waivers, including those specified herein, subject to the following conditions:

CONDITIONS

1. The Approved Plans shall be added to the Overall Development Plan for the Fairway Estates Cluster and shall constitute the Final Site Plan for the Golf Academy, superseding all other plans, including the 1993 Modified Plan. In the event of a conflict, inconsistency, or other discrepancy between this Decision and the Existing Decision or between the Approved Plans and any other plans, this Decision and the Approved Plans shall govern and the Existing Decision and such other plans shall be deemed to be amended to the extent necessary to eliminate such conflict, inconsistency, or discrepancy.
2. All construction shall be carried out in substantial accordance with the Approved Plans. Material modifications to the Approved Plans shall require Planning Board approval.
3. With respect to any changes in the Approved Plans that may be requested by state or municipal agencies in connection with their issuance of permits for the Golf Academy Project that are inconsistent with the Approved Plans, the Planning Board shall retain the authority to determine whether such changes constitute a minor modification to this Decision. Any such determination by the Board shall not require a public hearing.
4. The Planning Board shall be the administrative authority on behalf of the Town of all of the conditions set forth in this Decision. The Planning Board shall be the sole judge of completion and satisfactory performance of the conditions of this Decision.
5. Construction of the proposed improvements and the operation of the Golf Academy shall comply with all applicable state and federal laws, Town bylaws, and regulations.
6. The Golf Academy shall be operated in accordance with the final approved Operation and Maintenance Plan.
7. Prior to the completion of the proposed improvements and the opening of the Golf Academy to the general public, the Applicant shall execute a site-specific Stormwater Management Operations and Maintenance Covenant in a form approved by the Board, and record such Covenant at the Middlesex County South Registry of Deeds, with proof of recording supplied to the Board.
8. The Golf Academy shall operate only during the following hours:

9AM to 7PM: November, December, January, and February.

9AM to 8PM: March, April, Sept, and October.

9AM to 9PM: May, June, July, and August.

9. All security lighting shall shut off coincident with the operational lighting and shall operate thereafter on motion detectors.
10. The use of maintenance machinery (*i.e.*, lawn mowers, ball retrieval equipment, etc.) shall occur no earlier than 7AM Monday through Saturday or 9AM on Sundays, shall not occur at night after the closing times set forth in Condition No. 8 above, and shall, to the extent applicable, comply with the Town's bylaw governing construction hours (Article 50, Section 24).
11. No later than sixty (60) days after the endorsement of the Final Site Plan by the Board, the Applicant shall provide to the Board three (3) copies of such endorsed Final Site Plan and a digital copy of the same in a format acceptable to the Department of Public Works.
12. The Applicant shall submit copies of the site as-built plans to the Engineering Department, in both paper and an acceptable digital format, following the completion of the proposed improvements but prior to the opening of the Golf Academy to the general public.
13. The Short-Game Practice Area shall be open only to academy students and registered members.
14. Trash disposal shall be performed at least on a weekly basis. Pick-up shall not occur prior to 8AM on any given day.
15. The two existing restaurant "take-out" spaces located near the entrance to the Golf Academy property shall be relocated or eliminated.
16. The property owner, Fairway Estates Condominium Trust, shall grant a utility easement of suitable width, conferring the right to keep, repair, and replace the existing 10-inch water main that runs through the Golf Academy property. Such grant shall occur within two (2) years of the recording of this Decision.
17. The Applicant shall coordinate with the Natick Police Department regarding access and security lighting for the Golf Academy, and shall file a written narrative with the Board describing such understanding.
18. For a period of two (2) years after the completion of the proposed improvements and the opening of the Golf Academy to the general public, the Board shall have the right to verify that the site lighting program does not result in light spillage onto adjacent properties. If during such period, and after consulting with the Applicant, the Board determines, based on actual documented conditions and events, that there is significant light spillage onto adjacent properties, the Board may require modifications to the site lighting program consistent with the terms of this Decision.

19. Shortly after the one-year anniversary of the completion of the proposed improvements and the opening of the Golf Academy to the general public, the Planning Board may undertake an operational review of the project, with specific emphasis on adequacy of netting, lighting, and landscaping at the Golf Academy. If, upon such review, the Planning Board determines, in its reasonable discretion after consulting with the Applicant, that a project component is materially inadequate and inconsistent with this Decision, based on actual documented conditions and events, it shall notify the Applicant of such material inadequacy and inconsistency in writing and, after consulting with the Applicant, may, in its reasonable discretion, require that the Applicant remediate such documented inadequacy and inconsistency, including, for example, by providing additional netting or landscaping where appropriate. The Planning Board shall cooperate with the Applicant, as needed, to amend the Approved Plans and this Decision to allow for any required modifications.
20. Shortly after the one-year anniversary of the completion of the proposed improvements and the opening of the Golf Academy to the general public, and annually thereafter on or around the last weekend in May, the Applicant shall conduct a site walk with abutters and abutters to abutters within 300 feet of the Golf Academy property, to review the state of the Golf Academy for the immediately preceding year. Reasonable notice (minimum 14 days) of any such site walk shall be provided to abutters as well as the Planning Board and the Department of Community & Economic Development. The Applicant shall cooperate in good faith to address reasonable concerns raised by abutters at any such site walk, to the extent the same are based on documented recurring conditions (not isolated incidents) that are materially inconsistent with this Decision. Matters that are not resolved may be brought before the Planning Board to determine if a site condition is materially inconsistent with this Decision and to seek resolution.
21. The Applicant shall provide the Department of Community & Economic Development with the contact information for the primary point of contact at the Golf Academy, and shall update such information annually as needed.

NATICK PLANNING BOARD

<u>Member</u>	<u>Title</u>	<u>Vote</u>	<u>Signature</u>
<u>Julian Munnich</u>	<u>Chairman</u>	<u>No</u>	<u>[Signature]</u>
<u>Andrew Meyer</u>	<u>Vice Chairman</u>	<u>Yes</u>	<u>[Signature]</u>
<u>Glen Glater</u>	<u>Clerk</u>	<u>Yes</u>	<u>[Signature]</u>
<u>Teresa Evans</u>	<u>Member</u>	<u>YES</u>	<u>[Signature]</u>
<u>Peter Nottonson</u>	<u>Member</u>	<u>yes</u>	<u>[Signature]</u>

Dated: October 19, 2016

RECEIVED
 2016 OCT 21 AM 8:27
 TOWN CLERK-NATICK

**** NOT VALID FOR RECORDING UNTIL CERTIFIED BY TOWN CLERK OF NATICK ****

In accordance with Section 11 of Chapter 40A of the Massachusetts General Laws, I hereby certify that twenty (20) days have elapsed after the within decision was filed in the office of the Natick Town Clerk, and that no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied.

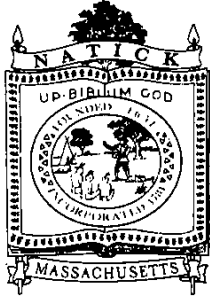
Attest:

[Signature]
 Town Clerk

11/14/16
 Date

SCHEDULE A**Approved Plans**

Drawing(s)	Description	Date	Last Revision
C-0	Cover Sheet	05/25/2016	09/30/2016
	Topographic Survey Natick Golf Academy	12/08/2015	07/19/2016
OS-1	Overall Site Plan	05/25/2016	09/30/2016
C-1	Demolition & Erosion Control Plan	05/25/2016	09/30/2016
C-2	Site Plan	05/25/2016	09/30/2016
C-3	Grading, Drainage And Utility Plan	05/25/2016	09/30/2016
C-4	Miscellaneous Site Details I	05/25/2016	09/30/2016
C-5	Miscellaneous Site Details II	08/05/2016	09/30/2016
C-6	Grading Detail	08/05/2016	09/30/2016
L-1	Landscape Plan And Details	08/05/2016	09/30/2016
C-7A-C-7C	Site Phoometrics Plan – Operational Hours	08/05/2016	09/30/2016
C-8A-C-8B	Site Photometrics Plan – Security Lighting	08/05/2016	09/30/2016



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

CERTIFICATION PURSUANT TO G. L. c. 39, SECTION 23D OF PARTICIPATION IN A SESSION OF AN
ADJUDICATORY HEARING WHERE THE UNDERSIGNED MEMBER MISSED A SINGLE HEARING SESSION

[Note: Can only be used for missing one single hearing session]

I, JOHAN MUNDICH (name), hereby do swear and certify under the pains and
penalties of perjury as follows:

1. I am a member of TOWN OF NATICK PLANNING BOARD ~~or commission~~.
2. I missed a hearing session on the matter of 218 SPENCER ST LLC & KOHR LLC which was held
on JULY 27, 2016.
3. On AUGUST 28, 2016 (date) I examined all the evidence and testimony received at the
hearing session that I missed which included a review of (initial which one(s) applicable):
 - a. ☐ official audio recording of the missed hearing session; or
 - b. ☒ official video recording of the missed hearing session; or
 - c. ☐ official transcript of the missed hearing session.

This certification shall become a part of the record of the proceedings in the above matter.

Signed under the pains and penalties of perjury this Friday of October 2016

[Signature]
Signature of Board Member

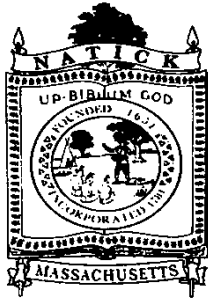
A True Copy
Attest:

Diane B. Paden
Town Clerk, Natick

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2016 OCT 21 AM 8:28

TOWN CLERK-NATICK



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

CERTIFICATION PURSUANT TO G. L. c. 39, SECTION 23D OF PARTICIPATION IN A SESSION OF AN
ADJUDICATORY HEARING WHERE THE UNDERSIGNED MEMBER MISSED A SINGLE HEARING SESSION

[Note: Can only be used for missing one single hearing session]

I, Andy Meyer (name), hereby do swear and certify under the pains and
penalties of perjury as follows:

1. I am a member of Planning (board or commission).
2. I missed a hearing session on the matter of 218 Speen Street
which was held
on Aug 17, 2016
3. On Aug 23, 2016 (date) I examined all the evidence and testimony received at the
hearing session that I missed which included a review of (initial which one(s) applicable):
 - a. ☐ official audio recording of the missed hearing session; or
 - b. ☒ official video recording of the missed hearing session; or
 - c. ☐ official transcript of the missed hearing session.

This certification shall become a part of the record of the proceedings in the above matter.

Signed under the pains and penalties of perjury this 9th day of Sept, 2016

Andy Meyer
Signature of Board Member

A True Copy
Attest:

Dore B. Padden
Town Clerk, Natick

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2016 OCT 21 AM 8:28
TOWN CLERK-NATICK

ITEM TITLE: Approve Reverend Victoria Alfred Guest Proclamation
ITEM SUMMARY:
