



**MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING#329**

December 3, 2020
10:00 a.m.

**VIA CONFERENCE CALL NUMBER: 1-646-741-5292
PARTICIPANT CODE: 111 141 8666**



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



NOTICE OF MEETING and AGENDA
December 3, 2020

PLEASE NOTE: Given the unprecedented circumstances resulting from the global Coronavirus pandemic, Governor Charles Baker issued an order to provide limited relief from certain provisions of the Open Meeting Law to protect the health and safety of individuals interested in attending public meetings. In keeping with the guidance provided, the Commission will conduct a public meeting utilizing remote collaboration technology. If there is any technical problem with our remote connection, an alternative conference line will be noticed immediately on our website: MassGaming.com.

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Gaming Commission. The meeting will take place:

Thursday, December 3, 2020
10:00 a.m.
Massachusetts Gaming Commission
VIA CONFERENCE CALL NUMBER: 1-646-741-5292
PARTICIPANT CODE: 111 141 8666

All documents and presentations related to this agenda will be available for your review on the morning of December 3, 2020 by [clicking here](#).

PUBLIC MEETING - #329

1. Call to order
2. Approval of Minutes
 - a. August 28, 2020
 - b. September 3, 2020
 - c. November 9, 2020
3. Administrative Update – Karen Wells, Executive Director
 - a. Staffing Update
 - b. On-site Casino Updates – Loretta Lillios, Interim Director of IEB/Chief Enforcement Counsel/Deputy Director; Bruce Band, Assistant Director, Gaming Agents Division Chief
 - c. Racing Update – Dr. Alex Lightbown, Director of Racing



Massachusetts Gaming Commission

4. Community Affairs Division – Joe Delaney, Community Affairs Division Chief
 - a. MGM Quarterly Report – Seth Stratton, Vice President & General Counsel MGM Springfield; Daniel Miller, Director of Compliance; Jason Randall, Director of Human Resources; Arlen Carballo, Director of Finance
 - b. Plainridge Park Casino Quarterly Report – North Grounsell, PPC General Manager; Michele Collins, Vice President Marketing; Dana Fortney, Vice President Finance; Mike Mueller, Vice President of Operations; Kathy Lucas, Vice President of Human Resources
 - c. Community Mitigation Reserve Grant and Workforce Modification – Joe Delaney, Community Affairs Division Chief; Jill Griffin, Director of Workforce, Supplier and Diversity Development, Mary Thurlow, Program Manager **VOTE**
5. Legal Division and Investigation Enforcement Bureau – Todd Grossman, General Counsel; Loretta Lillios, Interim Director of I EB/Chief Enforcement Counsel/Deputy Director
 - a. 205 CMR 134.01: Key Gaming Employee Licensees. The proposed amendment will allow the licensee to bring in staff from a sister property in an emergency situation to serve as Key Gaming Employees without requiring licensure – and Small Business Impact Statement, for Emergency adoption and approval to move through the formal promulgation process – Carrie Torrisi, Associate General Counsel; Bruce Band, Assistant Director/Gaming Agents Division Chief **VOTE**
 - b. 205 CMR 134.02: Gaming Employee Licensees. The proposed amendment will allow the licensee to bring in staff from a sister property in an emergency situation to serve as gaming employees without requiring licensure – and Small Business Impact Statement, for Emergency adoption and approval to move through the formal promulgation process, Carrie Torrisi, Associate General Counsel; Bruce Band, Assistant Director/Gaming Agents Division Chief **VOTE**
6. Legal Division – Todd Grossman, General Counsel
 - a. Legislative Filings Update – Todd Grossman, General Counsel, Jill Griffin, Director of Workforce, Supplier and Diversity Development; Crystal Howard, Program Coordinator, Workforce, Supplier and Diversity Development
7. Finance Division – Derek Lennon, Chief Financial and Accounting Officer
 - a. First Quarter Budget Update – Derek Lennon, CFAO; Douglas O'Donnell, Revenue Manager
8. Commissioner Updates
 - a. Annual Report Draft Review – Commissioner Enrique Zuniga; Commissioner Eileen O'Brien



Massachusetts Gaming Commission

9. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

I certify that on this date, this Notice was posted as “Massachusetts Gaming Commission Meeting” at www.massgaming.com and emailed to: regs@sec.state.ma.us, melissa.andrade@state.ma.us.

December 1, 2020

Cathy Judd-Stein, Chair

Date Posted to Website: December 1, 2020 at 10:00 a.m.



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



Massachusetts Gaming Commission Meeting Minutes

Date/Time: August 28, 2020 – 10:00 a.m.

Place: Massachusetts Gaming Commission
VIA CONFERENCE CALL NUMBER: 1-646-741-5293
MEETING ID: 112 585 5987

Present: Chair Cathy Judd-Stein
Commissioner Gayle Cameron
Commissioner Enrique Zuniga
Commissioner Bruce Stebbins
Commissioner Eileen O'Brien

Given the unprecedented circumstances, Governor Charles Baker issued an order to provide limited relief from certain provisions of the Open Meeting Law to protect the health and safety of the public and individuals interested in attending public meetings during the global Coronavirus pandemic. In keeping with the guidance provided, the Commission conducted this public meeting utilizing remote collaboration technology.

Call to Order

10:06 a.m. Chair Cathy Judd-Stein called to order public meeting #317 of the Massachusetts Gaming Commission (Commission).

The Chair confirmed a quorum for the meeting with a Roll Call.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The Chair stated that Commissioner Cameron is in the process of joining the meeting.

10:06 a.m. The Chair stated that the Commission anticipates that it will meet in executive session in accordance with G.L. c.30A, §21(a)(4) to discuss the deployment of security personnel or devices, or strategies with respect thereto, pertaining to the use of handheld devices to accept horse racing wagers outdoors at Plainridge Park

Casino on September 5, 2020. The public session of the Commission meeting will not reconvene at the conclusion of the executive session.

[10:07 a.m.](#) Commissioner Cameron joined the meeting after some technical difficulties.

[10:08 a.m.](#) *Commissioner Stebbins moved to enter into an executive session. Commissioner O'Brien seconded the motion.*

Roll Call Vote:

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously.

List of Documents and Other Items Used

1. Notice of Meeting and Agenda dated August 28, 2020

/s/ Bruce Stebbins
Secretary



Massachusetts Gaming Commission Meeting Minutes

Date/Time: September 3, 2020 – 1:00 p.m.

Place: Massachusetts Gaming Commission
VIA CONFERENCE CALL NUMBER: 1-646-741-5293
MEETING ID: 111 102 8119

Present: Chair Cathy Judd-Stein
Commissioner Gayle Cameron
Commissioner Enrique Zuniga
Commissioner Bruce Stebbins
Commissioner Eileen O'Brien

Given the unprecedented circumstances, Governor Charles Baker issued an order to provide limited relief from certain provisions of the Open Meeting Law to protect the health and safety of the public and individuals interested in attending public meetings during the global Coronavirus pandemic. In keeping with the guidance provided, the Commission conducted this public meeting utilizing remote collaboration technology.

Call to Order

1:00 p.m. Chair Cathy Judd-Stein called to order public meeting #318 of the Massachusetts Gaming Commission (Commission).

The Chair confirmed a quorum for the meeting with a Roll Call.

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

1:01 p.m. The Chair stated that the Commission is anticipated to meet in executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to *City of Revere, and Mohegan Sun Massachusetts, LLC v. Massachusetts Gaming Commission* as discussion at an open meeting may have a detrimental effect on the litigating position of the Commission. The public session of the Commission meeting will not reconvene at the conclusion of the executive session.

1:02 p.m.

Commissioner Stebbins moved to enter int an executive session. Commissioner Zuniga seconded the motion.

Roll Call Vote:

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously.

List of Documents and Other Items Used

1. Notice of Meeting and Agenda dated September 3, 2020

/s/ Bruce Stebbins

Secretary



Massachusetts Gaming Commission Meeting Minutes

Date/Time: November 9, 2020 – 10:00 a.m.

Place: Massachusetts Gaming Commission
VIA CONFERENCE CALL NUMBER: 1-646-741-5292
MEETING ID: 112 247 2578

Present: Chair Cathy Judd-Stein
Commissioner Gayle Cameron
Commissioner Enrique Zuniga
Commissioner Bruce Stebbins
Commissioner Eileen O'Brien

Given the unprecedented circumstances, Governor Charles Baker issued an order to provide limited relief from certain provisions of the Open Meeting Law to protect the health and safety of the public and individuals interested in attending public meetings during the global Coronavirus pandemic. In keeping with the guidance provided, the Commission conducted this public meeting utilizing remote collaboration technology.

Call to Order

10:00 a.m. Chair Cathy Judd-Stein called to order public meeting #326 of the Massachusetts Gaming Commission (Commission).

The Chair confirmed a quorum for the meeting with a Roll Call.

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

10:00 p.m. The Chair stated that the Commission anticipates that it will meet in executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to City of Revere, and Mohegan Sun Massachusetts, LLC v. Massachusetts Gaming Commission as discussion at an open meeting may have a detrimental effect on the litigating position of the Commission. The public session of the Commission meeting will not reconvene at the conclusion of the executive

session.

[10:02 a.m.](#) *Commissioner O'Brien moved to enter into an executive session. Commissioner Zuniga seconded the motion.*

Roll Call Vote:

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously.

[10:02 a.m.](#) The Chair then stated that the Commission also anticipates that it will meet in executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to FBT Everett Realty, LLC v. MGC v.Wynn MA, LLC as discussion at an open meeting may have a detrimental effect on the litigating position of the Commission. The public session of the Commission meeting will not reconvene at the conclusion of the executive session.

[10:03 a.m.](#) *Commissioner Zuniga moved to enter into an executive session. Commissioner Cameron seconded the motion.*

Roll Call Vote:

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously.

[10:04 a.m.](#) Lastly, the Chair stated that The Commission anticipates that it will meet in executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to litigation as discussion of the subject matter at an open meeting may have a detrimental effect on the litigating position of the Commission. The public session of the Commission meeting will not reconvene at the conclusion of the executive session.

[10:04 a.m.](#) *Commissioner Cameron moved to enter into an executive session. Commissioner Zuniga seconded the motion.*

Roll Call Vote:

Commissioner Cameron: Aye.

Commissioner O'Brien: Aye.

Commissioner Zuniga: Aye.

Commissioner Stebbins: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously.

List of Documents and Other Items Used

1. Notice of Meeting and Agenda dated November 9, 2020

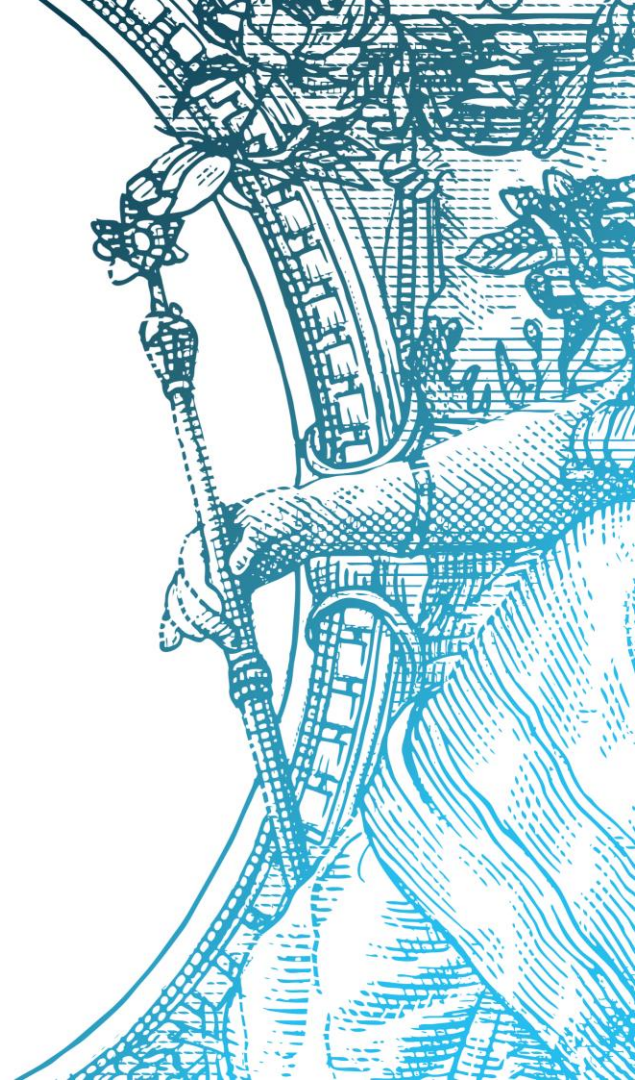
/s/ Bruce Stebbins
Secretary

DRAFT

Q3 2020 Report

Massachusetts Gaming Commission

December 3, 2020



REVENUE, TAXES, LOTTERY & COMPLIANCE



Q3 2020 Gaming Revenue & Taxes

Month	Gaming Revenue	MA Taxes
July	\$10,703,754	\$2,675,939
August	\$18,462,944	\$4,615,736
September	\$17,618,739	\$4,404,685
TOTAL	\$46,785,436	\$11,696,359

Lottery



Month	Lottery Sales at MGM Springfield
July	\$61,357
August	\$127,882
September	\$99,173

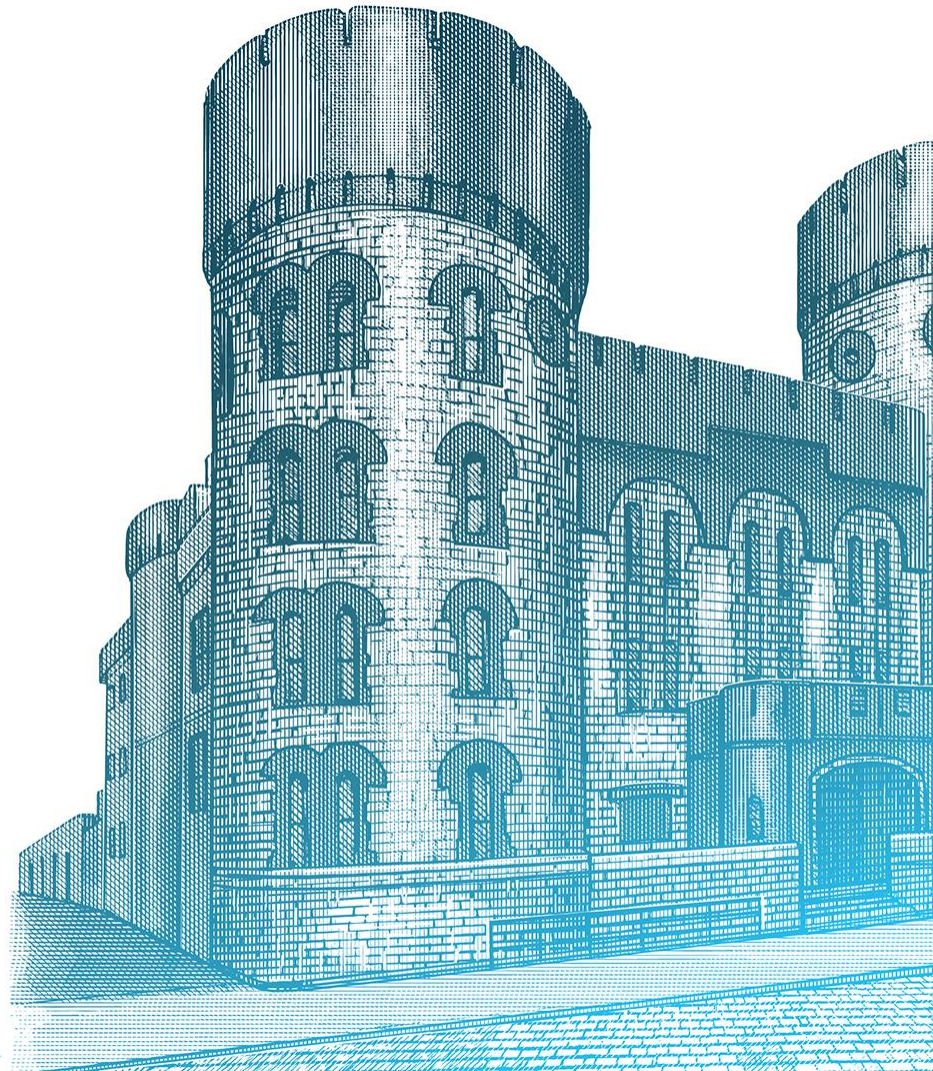


Compliance



Month	Minors intercepted in Gaming Area and prevented from Gaming	Minors intercepted gaming	Minors intercepted consuming alcohol
July	0	0	0
August	3	0	0
September	1	0	0

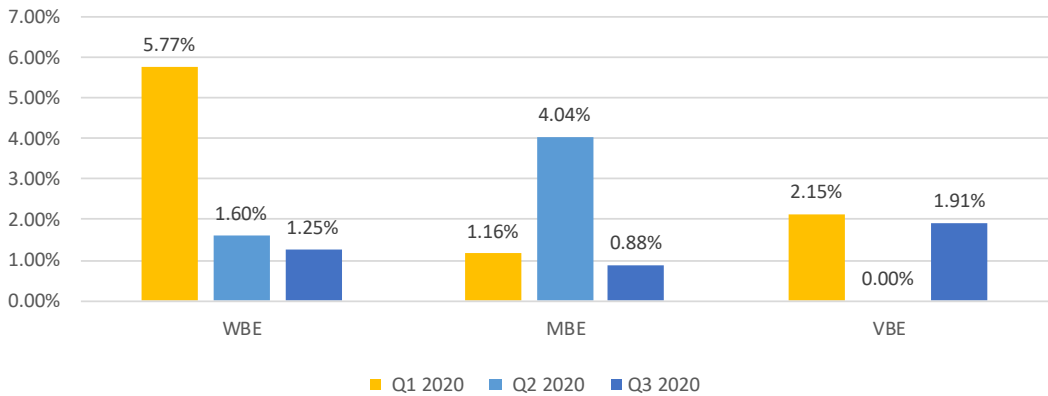
SPEND UPDATE



Q3 2020 Operating Spend

Diversity

Operating Spend
Q/Q Comparison

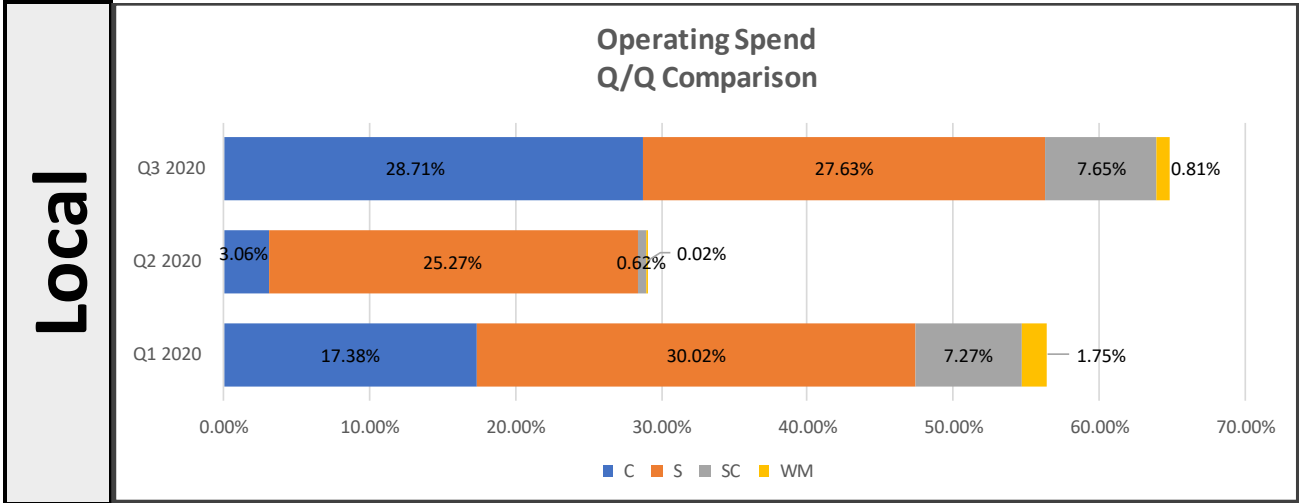


Notes:

- Total Biddable Spend for Q3 2020 was \$4.5M
- Diversity categories defined as:
 - WBE – Women-Owned Business Enterprise
 - MBE – Minority-Owned Business Enterprise
 - VBE – Veteran Owned Business Enterprise
- Diversity spend goals defined as:
 - WBE – 15% of Biddable Spend
 - MBE – 10% of Biddable Spend
 - VBE – 2% of Biddable Spend

\$4.5M identified in Biddable Spend
\$0.5M in payments to Diversity Suppliers (11%)

Q3 2020 Operating Spend



- Notes:
- Total Spend for Q3 2020 was \$12.5M
 - Spend segments defined as:
 - Commonwealth (C)
 - Springfield (S)
 - Surrounding Communities (SC)
 - Western Massachusetts (WM)

\$2.9M in payments to Mass. Suppliers (23.2%)
\$2.6M in payments to Western Mass (57.8%)

EMPLOYMENT

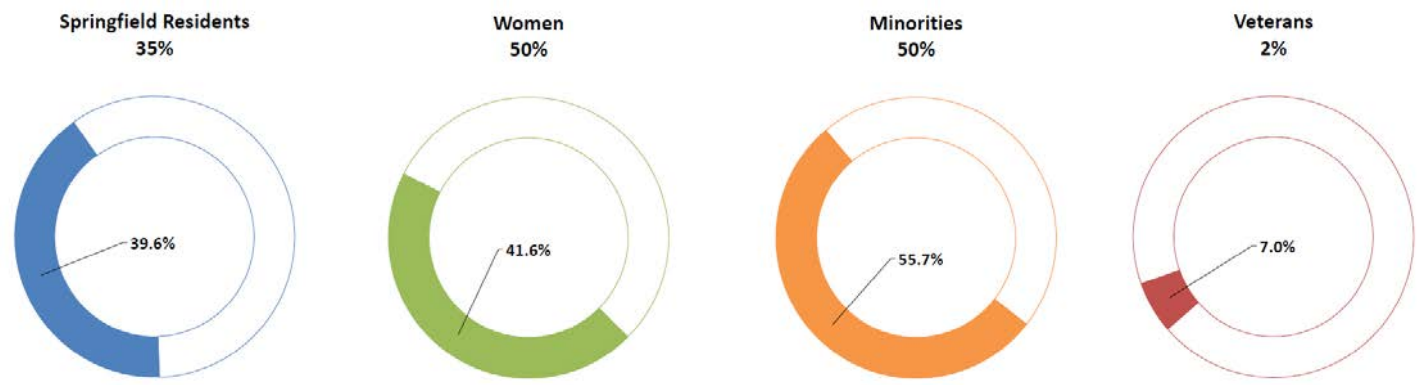


Employment Numbers

	Employees	Full-Time	Part-Time
Totals	911	839	72
% of Total	100%	92.1%	7.9%

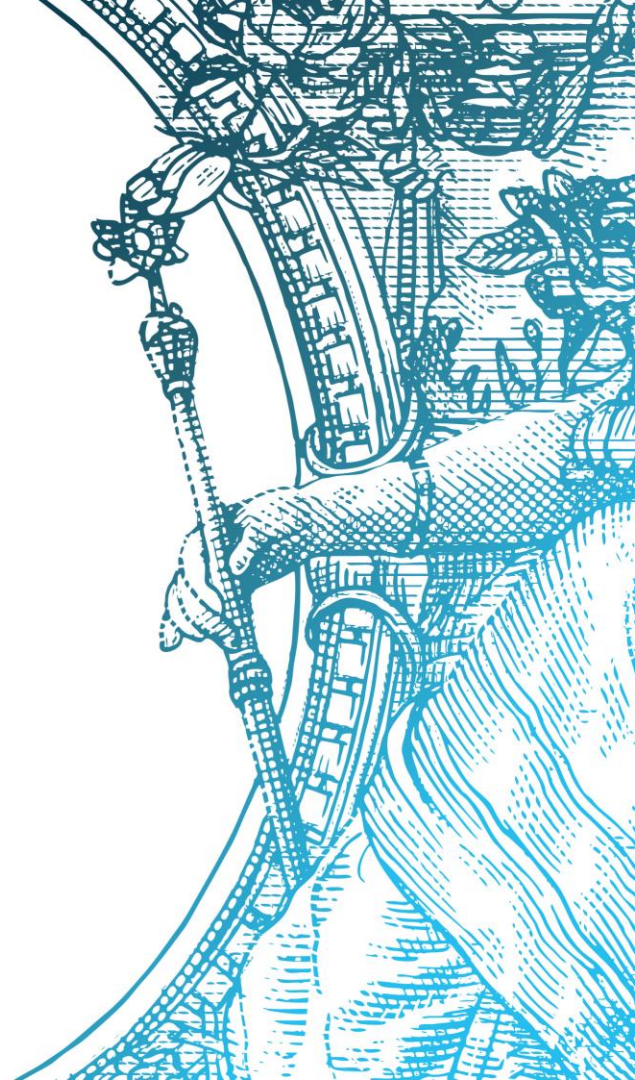
As of 09/30/2020	Goals	Q4 2019 %	Q4 2019 TOTAL # OF EMPLOYEES	Q1 2020 %	Q1 2020 TOTAL # OF EMPLOYEES	Q2 2020 %	Q2 2020 TOTAL # OF EMPLOYEES	Q3 2020 %	Q3 2020 TOTAL # OF EMPLOYEES
MINORITY	50%	53.2%	1,067	53.2%	1,076	53.4%	1,074	55.7%	507
VETERAN	2%	6.0%	121	5.8%	118	5.8%	116	7.0%	64
WOMEN	50%	44.4%	889	44.2%	896	44.3%	892	41.6%	379
SPRINGFIELD RESIDENTS	35%	39.5%	791	39.9%	807	40.1%	806	39.6%	361
WESTERN MA RESIDENTS		76.3%	1,529	76.8%	1,553	76.8%	1,546	74.5%	679
MA RESIDENTS		78.1%	1,565	78.3%	1,584	78.4%	1,577	76.0%	692
TOTAL # OF GAMING ESTABLISHMENT EMPLOYEES			2,004		2,022		2,012		911
FULL TIME			1,482		1,489		1,480		839
PART TIME			375		394		393		70
ON CALL			147		139		139		2

Progress on Hiring Goals



Represents 911 active employees as of 09/30/2020 (Does not include Campus Tenants, Vendors)

COMMUNITY ENGAGEMENT



Community Engagement



Water Donation at Cooling Centers



Books for Springfield Public Schools



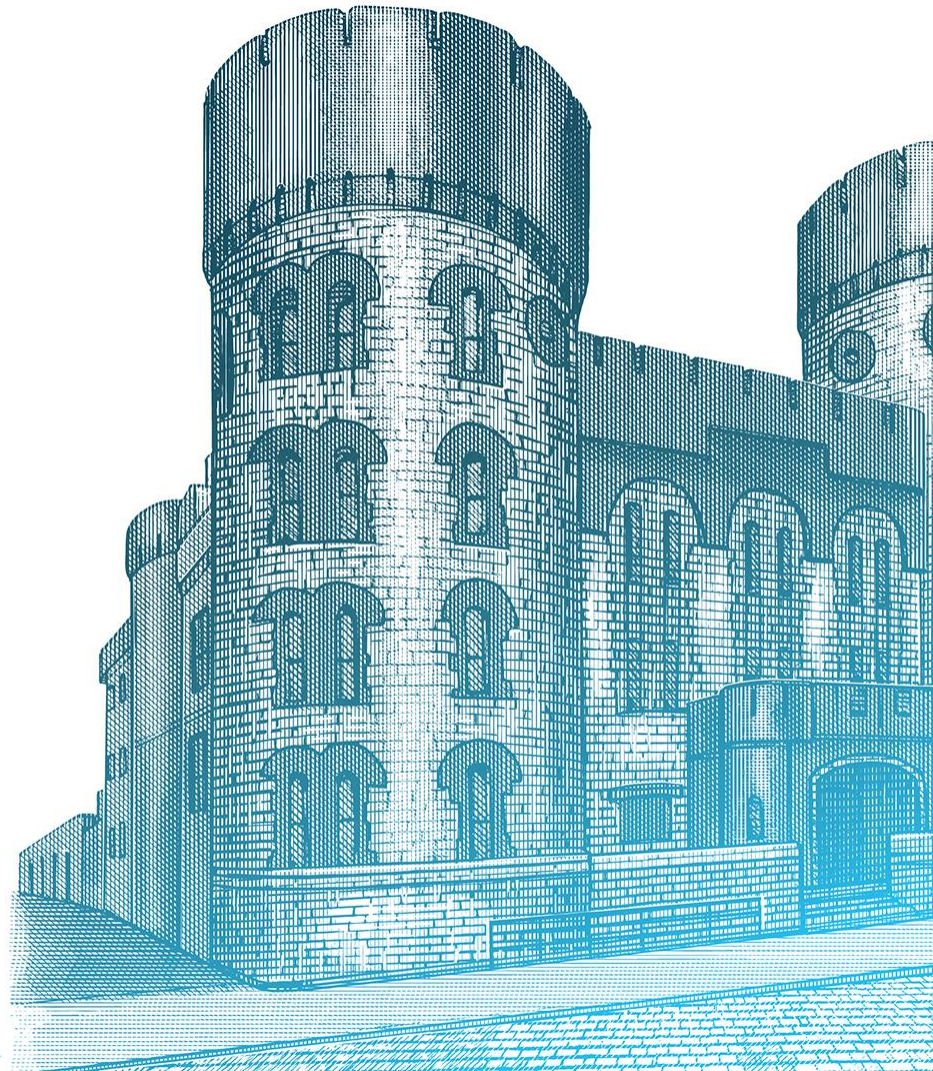
Photo Courtesy of The Republican

Backpack Giveaway



Photo Courtesy of The Republican

FUTURE IMPACT



Development Update



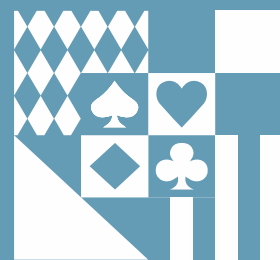
- City contractor nearly complete on \$4M demo and remediation
- Developer moving forward on construction documentation and pricing
- Financial close expected in early 2021
- Wahlburgers completed construction – on track for an early 2021 opening.
- Armory Plans – none until Covid restrictions are lifted.

THANK YOU



Plainridge Park

Q3 Report



BARSTOOL
SPORTSBOOK

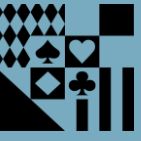


Gaming Revenue and Taxes



Year	Quarter	Net Slot Revenue	State Taxes	Race Horse Taxes	Total Taxes
2019	Q1	\$40,910,743	\$16,364,297	\$3,681,967	\$20,046,264
	Q2	\$42,447,535	\$16,979,014	\$3,820,278	\$20,799,292
	Q3	\$36,159,250	\$14,463,700	\$3,254,328	\$17,718,028
	Q4	\$32,431,442	\$12,972,577	\$2,918,830	\$15,891,407
	Total	\$151,948,970	\$60,779,588	\$13,675,403	\$74,454,991
2020	Q1	\$27,540,704	\$11,016,281	\$2,478,663	\$13,494,944
	Q2	\$0	\$0	\$0	\$0
	Q3	\$27,857,923	\$11,143,169	\$2,507,213	\$13,650,382
	Q4				
	Total	\$55,398,627	\$22,159,450	\$4,985,876	\$27,145,326

Lottery Sales



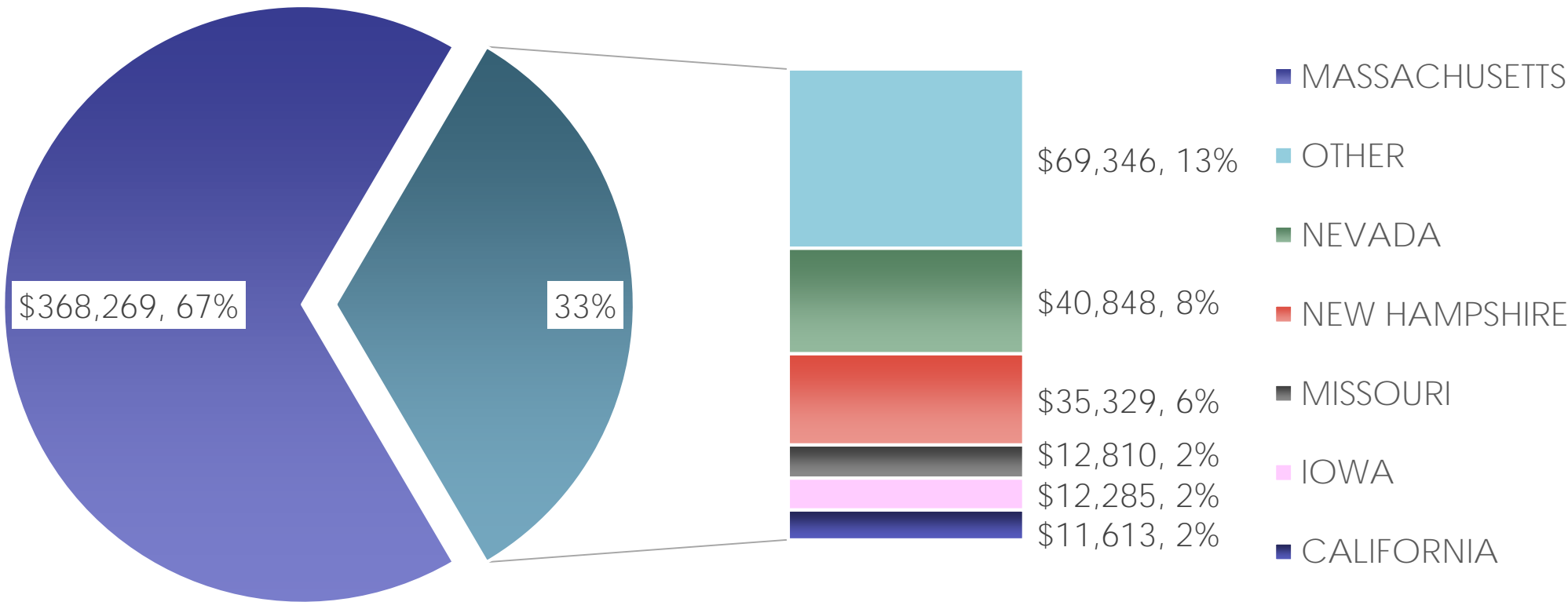
Quarter	2020	2019	\$ Difference	% Difference
Q1	\$715,250	\$868,238	(\$152,988)	-17.6%
Q2	\$0	\$885,603	(\$885,603)	-100.0%
Q3	\$259,890	\$856,790	(\$596,900)	-69.7%
Q4		\$793,846		
Total	\$975,140	\$3,404,477		

- PPC currently has five instant ticket machines and four online terminals
- Prior to the casino opening the property had one instant ticket machine and two online machines

Spend by State



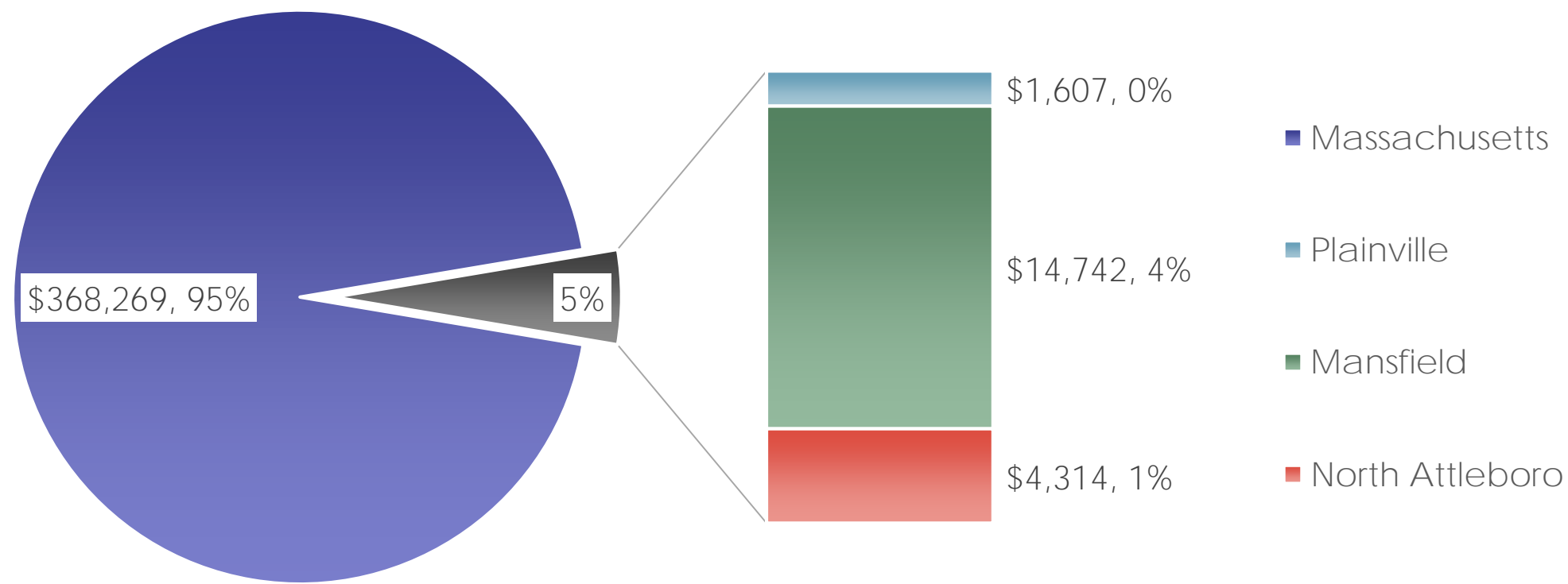
Q3 2020 Total Qualified Spend By State



Local Spend

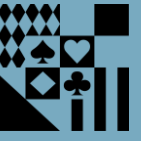


Q3 2020 Massachusetts vs
Host & Surrounding Community Qualified Spend

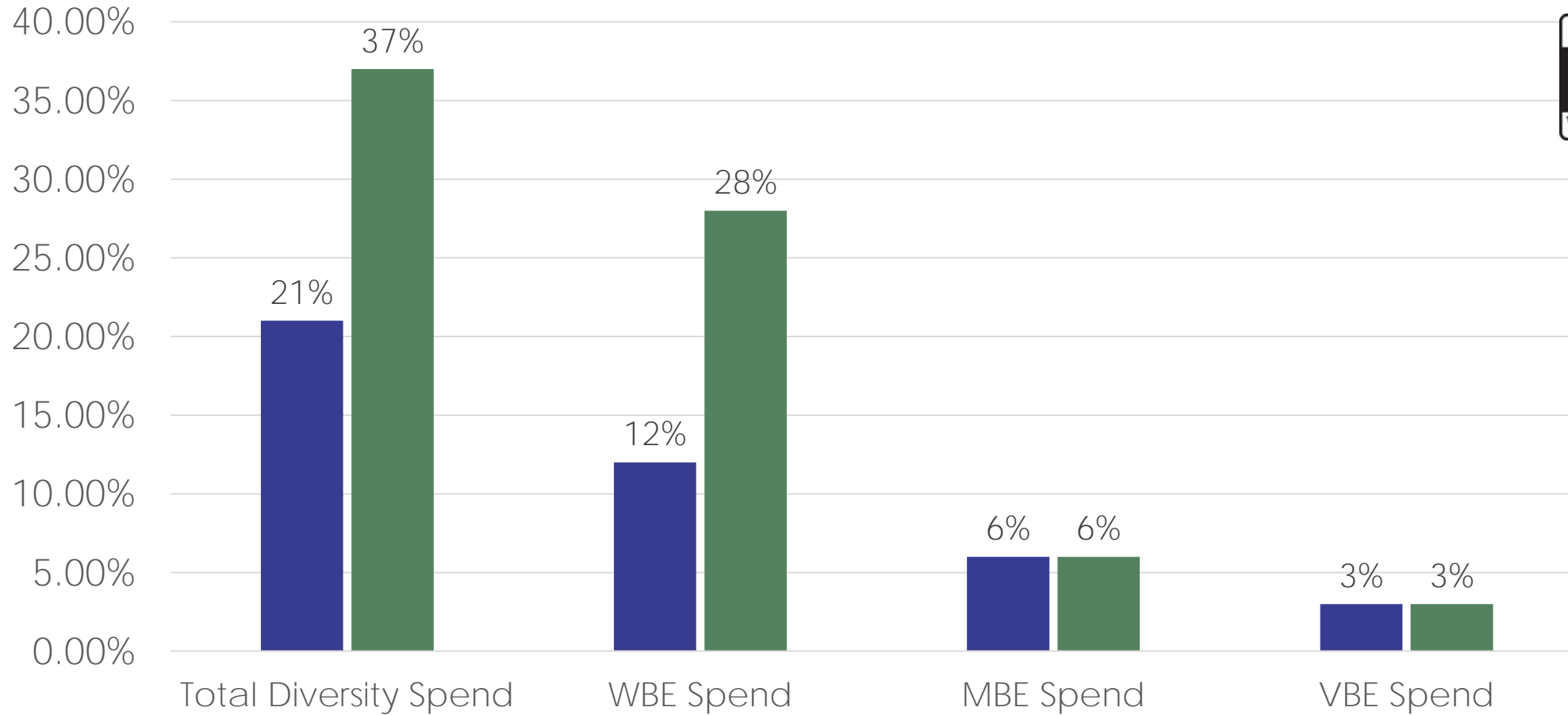


\$20,663 Total Community Spend

Vendor Diversity



Q3 2020 vs. Goal



■ Goal ■ Q3 2020 Spend

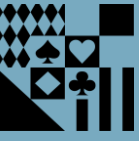
Diverse Spend



Category ¹	Q3 2020	Q2 2020	\$ Difference	% Difference
WBE	\$155,006	\$76,711	\$78,295	102.1%
MBE	\$35,259	\$74,555	(\$39,296)	-52.7%
VBE	\$16,477	\$22,016	(\$5,539)	-25.2%
Total Diverse Spend	\$206,742	\$173,282	\$33,460	19.3%
Qualified Spend	\$550,500	\$568,470	(\$17,970)	-3.2%

¹ Includes vendors that are certified in multiple diversity categories. Spend is reported in all qualified categories.

Compliance



Month	Prevented from Entering Gaming Establishment			Expired, Invalid, No ID	Fake ID	Minors and Underage Escorted from the Gaming Area	Minors and Underage Gambling at Slot Machines	Minors and Underage Consuming Alcoholic Beverages
	Total	Minors ¹	Underage ²					
July	265	0	7	258	0	0	0	0
August	311	7	6	298	0	0	0	0
September	288	0	4	284	0	0	0	0
Total	864	7	17	840	0	0	0	0

¹ Person under 18 years of age

² Person 18-21 years of age

Employment¹: All Employees²



Employee Category	Percentage Goal	Total # of Employees in Category	Q3 Actual Percentage of Total Employees	Q2 Actual Percentage of Total Employees
Diversity	15%	109	26%	27%
Veterans	2%	18	4%	4%
Women	50%	223	53%	48%
Local ³	35%	136	32%	33%

¹ All employees referenced in this slide were current as of Q3 2020 and the count includes both active and furloughed employees

² Total number of employees Q3 2020: 420

³ Local includes Attleboro, Foxboro, Mansfield, North Attleboro, Plainville & Wrentham

	Employees	Full-Time	Part-Time	Seasonal
Total	420	280	130	10
% of Total	100%	67%	31%	2%

Employment¹: Supervisor and Above²



Employee Category	Total # of Employees in Category	Actual Percentage of Total Employees
Diversity	21	25%
Veterans	5	6%
Women	31	37%

¹ All employees referenced in this slide were current as of Q3 2020

² Total number of Supervisor and Above Q3 2020: 84



TO: MGC Commissioners

FROM: Joseph Delaney and Mary Thurlow

CC: Karen Wells, Executive Director

DATE: November 30, 2020

RE: Melrose Reserve Grant

The Commission received a Reserve Grant application from the City of Melrose on October 16, 2020 requesting the use of its Reserve Grant balance. Reserve applicants are required to come before the Commission with its proposed project once it has been determined. This grant proposes to implement the highest priority recommendations as determined by the City that arose out of the Washington/Pleasant/West Wyoming Corridor Study. Melrose notes that these areas of impact are contained within the SSFEIR filed by Wynn Boston Harbor.

Background: In 2018 the Commission awarded Melrose a Reserve Grant whose purpose was to develop an engineering planning study to identify and quantify infrastructure improvements along the Washington Street, Pleasant Street and West Wyoming Avenue corridors. The planning study was to identify and quantify critical infrastructure improvements in anticipation of increased pedestrian and vehicular use relating to the operations of the Wynn Boston Harbor casino. The City of Melrose used \$26,904 for the study entitled “Corridor Mitigation Assessment – Washington Street, Pleasant Street, West Wyoming Corridors” conducted by Stantec Consulting Services. This study can be found on MGC’s website. Melrose has a remaining reserve balance of \$73,096.

The proposed grant will implement “Complete Streets” improvements to the area to improve pedestrian, bicycle and public transit access to the Oak Grove MBTA Station, which provides Orange Line service to the Encore shuttles from the Malden Center and Wellington MBTA Stations. Melrose is proposed to use the remaining balance of \$73,096 for this project.

The Commission staff feels that this grant is in keeping with the 2016 Community Mitigation Fund Reserve, which can be used “for planning either to determine how to achieve further benefits from a facility or to avoid or immunize any adverse impacts.”

Given the above, I recommend that the Commission approve Melrose’s request to use the balance of its Reserve for the purposes outlined in its application. Following the Commission’s approval, Commission staff will execute a grant agreement with the City of Melrose.



Massachusetts Gaming Commission



20

COMMUNITY
MITIGATION
FUND

APPENDIX G

2020 RESERVE PLANNING / TRIBAL GAMING TECHNICAL ASSISTANCE APPLICATION

BD-20-1068-1068C-1068L-46130

Please complete entire Application

	City of Melrose, MA
1.	NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT
	Washington St, Pleasant St, and West Wyoming Corridor Improvements
2.	Project name (Limit 10 words)
	The project proposes to implement the highest priority recommendations as determined by the City and the neighborhood that arose out of the Washington/Pleasant/West Wyoming Corridor Study funded by the first disbursement of the Community Mitigation Fund grant to the City of Melrose.
3.	Brief Project Description (limit 50 words)
	Patrick Dello Russo, CFO/Auditor
4.	NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	Melrose City Hall, 562 Main Street, Melrose, MA 02176
5.	ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	781-979-4110 / pdellorusso@cityofmelrose.org
6.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	Paul Brodeur, Mayor
7.	NAME AND TITLE OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	Melrose City Hall, 562 Main Street, Melrose, MA 02176
8.	ADDRESS OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	781-979-4500 / pbrodeur@cityofmelrose.org
9.	PHONE # AND EMAIL ADDRESS OF CONTRACT MANAGER ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY
	Encore
10.	NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

Please describe in detail the impact that is attributed to the operation of a gaming facility. Please provide support for the determination that the operation of the gaming facility caused or is causing the impact.

The Encore casino's impacts to the City of Melrose focus around transportation to and from the casino from the City or surrounding municipalities. The easiest connection to the casino from Melrose is via the Oak Grove MBTA station on the Orange Line, near the Melrose/Malden line. Shuttle service runs from Orange Line stations further inbound to the casino. Additionally, vehicular traffic may pass through Melrose on the way to the casino in Everett. Encouraging the use of the Orange Line minimizes casino-related vehicle trips on local roads. The proposed project focuses on improving pedestrian, bicycle, and transit (bus) access and safety to Oak Grove station, to encourage the use of the Orange Line, reduce vehicle trips through Melrose, and improve safety for those accessing the MBTA station. Figures 1 and 2 show the project locus, as provided during the study phase of this project.

2. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

With the completion of the associated engineering study, the City, working with Stantec, the Ward 5 City Councilor, and area residents, has finalized a list of priority recommendations proposed to be implemented in order to provide the pedestrian, bicycle, and accessibility enhancements deemed most necessary to improve safety in accessing Oak Grove. The list of projects is provided below.

a) Please identify the amount of funding requested

\$73,096.00

b) Please identify below the manner in which the funds are proposed to be used. Please provide a detailed scope, budget and timetable for the use of funds.

The following improvements are recommended within the Washington Street, Pleasant Street, and West Wyoming Corridor:

- Paint all missing crosswalk markings at cross streets (crosswalks that are parallel with the main roads, some of which are missing).
- Make the bus stop at Wyoming and Cottage accessible; presently bus riders exit onto a grass strip with curbing, rather than onto a sidewalk.
- Repaint Washington Street to have 11-foot travel lanes and a 3-foot shoulder and paint bicycle sharrows, as there is not enough room for bike lanes on this heavily traveled route.
- Repaint Pleasant Street to have 11-foot travel lanes and shoulders with varying widths as allowable.
- Ensure that there is a consistent corridor of sidewalks and ramps on at least one side of each road, including adding ramps at the priority location of Shadow Street. Along this route, repair high hazard areas with tree root issues.
- Install new accessible curb ramps and crosswalks across Pleasant Street at both Everett Street and at Converse Lane (north entrance).
- Add a pushbutton rapid flashing beacon to the crosswalk across Washington Street near #99 Washington.
- Add a solar speed feedback sign on Washington Street between the Fellsway and Pleasant Street.

c) Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of mitigating the impact from the operation of a proposed gaming establishment.

The following attachments have been included that show the City's current pricing through on-call contracts for the following items:

- Concrete and bituminous sidewalks
- Line painting
- Signage

In addition, quotes are provided for solar speed feedback signs and rapid flashing beacon pushbutton crosswalk signals from our on-call vendor for traffic signal devices.

Each of these contracts will be utilized to accomplish the proposed work. A cost estimate is attached based on the pricing of these contracts.

d) Please describe how the mitigation request will address the impact indicated.

The proposed work will improve walking, biking, and transit access to Oak Grove station, thus improving safety and promoting ridership to access the Orange Line. The Orange Line is the most accessible route to the Encore facility, via the shuttle service provided from subway stops further inbound on the Orange Line.

3. CONNECTION TO GAMING FACILITY

Please provide specificity/evidence that the requested funds will be used to address issue or impacts directly related to the gaming facility.

Due to its proximity to the casino, the City of Melrose was awarded \$100,000 to mitigate impacts from its development. The most direct impacts to Melrose would be from vehicle trips through Melrose to/from Everett and from increased ridership on the Orange Line to reach the shuttle service. The implementation of the proposed improvements will promote ridership on the Orange Line and improve the safety and accessibility of access to the station. This will also help reduce vehicle trips, by making the MBTA a more easily accessible option.

4. INTERNAL CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the internal controls that will be used to ensure that funds will only be used in planning to address the impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.

The City has set up a dedicated account from which to manage the funds from this grant. This fund was set up with the initial contract with the Gaming Commission was signed, and it can only be drawn down to the \$100,000 limit approved by the Melrose City Council. Only invoices pertaining to the work described herein can be coded to this dedicated fund for payment, and all invoice copies will be provided to the Gaming Commission in the routine project reporting prior to any reimbursement.

5. CONSULTATION WITH REGIONAL PLANNING AGENCY (RPA) / NEARBY COMMUNITIES

Please provide details about the Applicant's consultation with the Regional Planning Agency serving the community and nearby communities to determine the potential for cooperative regional efforts regarding planning activities.

Based on the results of the Corridor Study also funded through this grant, the proposed projects are entirely within the boundaries of the City of Melrose. Therefore, the regional planning agency has not been directly involved. However, the proposed projects provide better connections to both Malden and Stoneham, and they are consistent with the goals of the City's Master Plan for accessibility, safety, and roadway improvements. The Master Plan was authored by MAPC, in conjunction with the City's Office of Planning and Community Development.

6. MATCHING FUNDS FROM GOVERNMENTAL OR OTHER ENTITY

Please demonstrate that the governmental or other entity will provide significant funding to match or partially match the assistance required from the Community Mitigation Fund. Please provide detail on what your community will contribute to the planning projects such as in-kind services or planning funds.

The community has provided significant staff time (in-kind services) to this project to date, including multiple meetings with the planning consultant, a public meeting to present the study's findings to the neighborhoods, review of the planning documents, presentations to the City Council about the project, and establishment of the City's priority project list for submittal herein. The City will also provide construction oversight.

7. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS AND MASSACHUSETTS ENVIRONMENTAL POLICY ACT (MEPA") DECISION

a) Please describe and include excerpts regarding the transportation impact and potential mitigation from any relevant sections of any Host or Surrounding Community Agreement.

The Surrounding Community Agreement is attached hereto for more information.

b) Where applicable, please also briefly summarize and/or provide page references to the most relevant language included in the most relevant MEPA certificate(s) or comment(s) submitted by the community to MEPA.

Based on the casino's shuttle service from the Orange Line, it is clear that this service is a critical piece of the casino's overall mitigation of traffic impacts by reducing the number of vehicles accessing the casino site. The following text is extracted from the project's Draft Section 61 Findings on page 4-3 of the project's second SFEIR.

Public and Alternative Mode Transportation Enhancements

The project will utilize and embrace public transportation and alternative non-vehicular transportation resources in the area. The project will provide enhancements including fixed-route shuttle bus service, new MBTA bus stops, and a new water shuttle service and bicycle and pedestrian amenities.

Specifics of the project shuttle bus service, as reference in the Second SFEIR's Table 4-1 on page 4-18 are:

Patron Orange Line Shuttle Service to Wellington and Malden Center Stations
2 locations, 20-minute headways, 20 hrs/day, 30-50 passenger vehicle

c) Please explain how this impact was either anticipated or not anticipated in that Agreement or such MEPA decision.

Please see the answer above. The SFEIR acknowledges the use of the shuttle bus option from transit as a mitigation measure to reduce vehicle trips to and from the casino. The improvement of access to the Orange Line in Melrose directly improves access to this mitigation strategy.

d) If transportation planning funds are sought for mitigation not required under MEPA, please provide justification why funding should be utilized to plan for such mitigation. For example, a community could provide information on the significance of potential impacts if trip generation totals exceed projected estimates.

The proposed project is directly tied to the MEPA-approved mitigation measures to reduce vehicular trips in the encouragement of the use of transit, and specifically the Orange Line.

CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY

On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.

Signature of Responsible Municipal
Official/Governmental Entity

Date



Figures

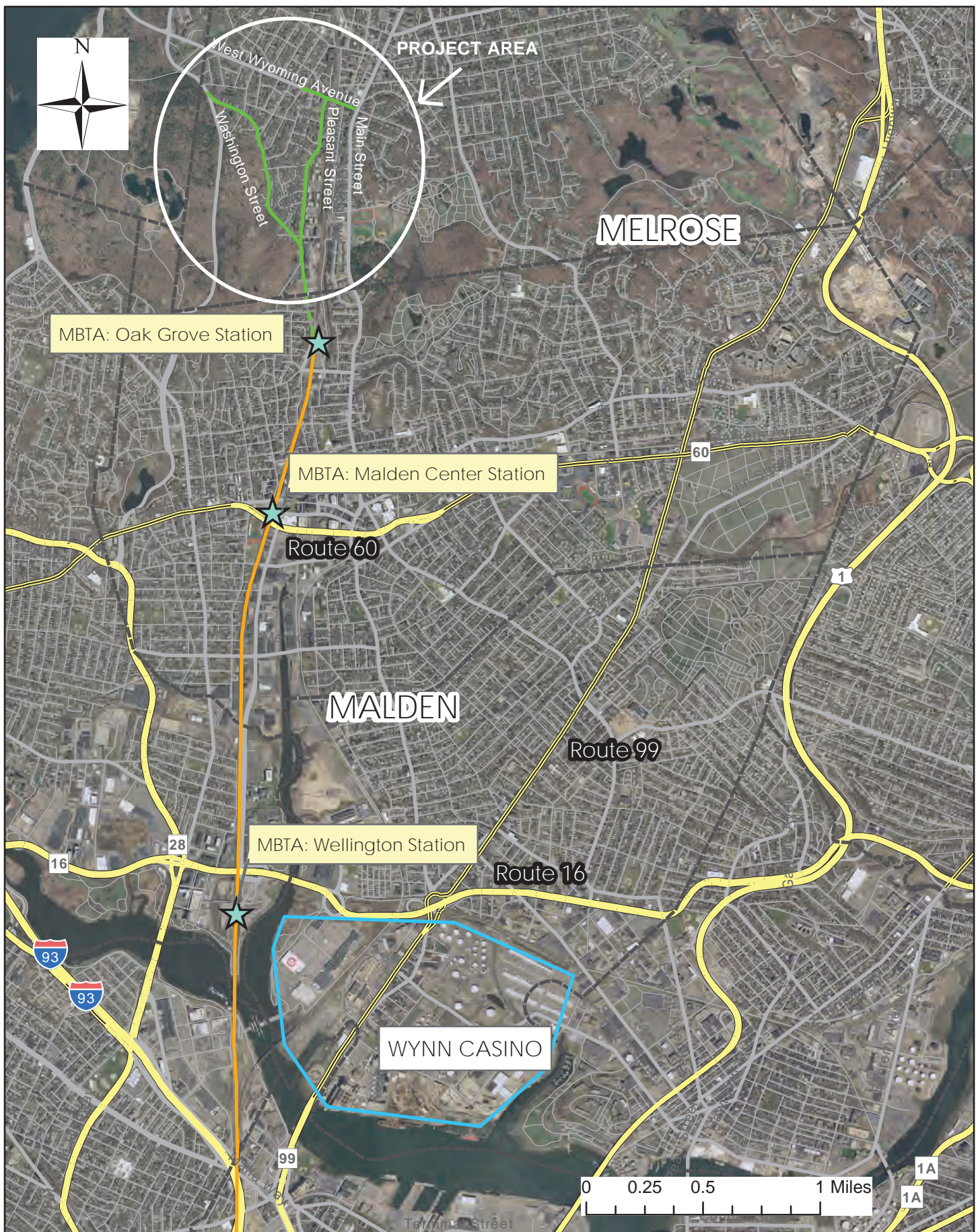


Figure 1: Locus Map Showing Oak Grove, Malden Center and Wellington MBTA Stations

Legend

- Proposed Planning Recommendations, Design and Construction
- Proposed Planning Recommendations Only
- MBTA Orange Line



Figure 2: Pleasant Street, Washington Street and West Wyoming Avenue Project Location Map

Legend	
—	Proposed Planning Recommendations, Design and Construction
---	Proposed Planning Recommendations Only



Cost Estimate

Melrose Community Mitigation Fund Cost Estimate

Description of Item	Details	Unit Cost	Units	Quantity	Total Cost
Paint all missing crosswalk markings at cross streets (crosswalks that are parallel with the main roads, some of which are missing).	9 crosswalks @ 200 LF each	\$ 0.51	LF	1,800	\$ 918.00
Make the bus stop at Wyoming and Cottage accessible; presently bus riders exit onto a grass strip with curbing, rather than onto a sidewalk.	4" concrete blocks	\$ 95.00	SQYD	10	\$ 950.00
Repaint Washington Street to have 11-foot travel lanes and a 3-foot shoulder and paint bicycle sharrows, as there is not enough room for bike lanes on this heavily traveled route.	4" wide white lines	\$ 0.06	LF	10,800	\$ 594.00
	Sharrows	\$ 57.75	EA	56	\$ 3,234.00
	Blacking out Existing	\$ 0.06	LF	10,800	\$ 594.00
Repaint Pleasant Street to have 11-foot travel lanes and shoulders with varying widths as allowable.	4" wide white lines	\$ 0.06	LF	6,700	\$ 368.50
	Sharrows	\$ 57.75	EA	34	\$ 1,934.63
	Blacking out Existing	\$ 0.06	LF	6,700	\$ 368.50
Ensure that there is a consistent corridor of sidewalks and ramps on at least one side of each road, including adding ramps at the priority location of Shadow Street. Along this route, repair high hazard areas with tree root issues.	Ramps	\$ 3,500.00	EA	2	\$ 7,000.00
	4" concrete blocks	\$ 95.00	SQYD	167	\$ 15,833.33
Install new accessible curb ramps and crosswalks across Pleasant Street at both Everett Street and at Converse Lane (north entrance).	Ramps	\$ 3,500.00	EA	4	\$ 14,000.00
	Signs	\$ 43.19	EA	10	\$ 431.90
	Yield Insignia	\$ 57.75	EA	8	\$ 462.00
	Crosswalks	\$ 0.51	LF	200	\$ 102.00
Add pushbutton rapid flashing beacon to the crosswalk across Washington Street near #99 Washington. (Rounded)	RRFB	\$ 14,608.00	EA	1	\$ 14,608.00
Add a solar speed feedback sign on Washington Street between the Fellsway and Pleasant Street.	Solar Radar Speed Sign	\$ 3,250.00	EA	2	\$ 6,500.00
SUBTOTAL					\$ 67,898.86
Traffic Control (Details & Equipment)					\$ 5,197.14
GRAND TOTAL					\$ 73,096.00



Equipment Quotes



Dagle Electrical Construction Corp.

Highest Level of Quality, Greatest Level of Skill

68 Industrial Way, Wilmington, MA 01887-3434
800-379-1459 Fax 781-937-7678 www.deccorp.com

Date: 1/10/2020

-Quote-

Owner:

City Of Melrose
Department of Public Works
562 Main Street
Melrose, MA 02176

Project: Melrose-Traffic Signal &
Street Light Maint.

WO:

Location:

Intersection: MELROSE

Project Description:

INSTALL FOUNDATION AND INSTALL RRFB EQUIPMENT

Item	Quantity	Unit	Price	Charges
Electrician	16	HRLY	\$ 97.00	\$ 1,552.00
Electrician Overtime	8	HRLY	\$ 97.00	\$ 776.00
RRFB EQUIPMENT	1	LS	\$ 10,780.00	\$ 10,780.00
Traffic Signal Post Foundation Furnish and Install	2	EA	\$ 750.00	\$ 1,500.00

*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 60 days from date of Quote.

Labor: \$ 2,328.00
Police: \$ -
Equipment: \$ -
Materials: \$ 12,280.00

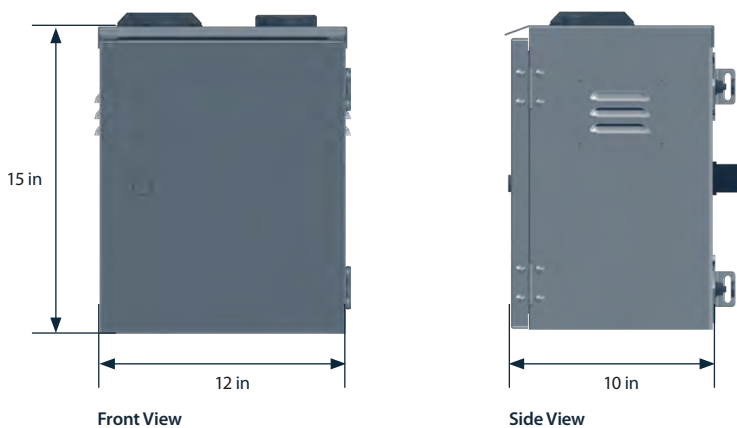
Total: \$ 14,608.00

SOLAR-POWERED BLINKERSIGN®

Side-of-pole control cabinet

SIDE-OF-POLE CONTROL CABINET

HOUSING	NEMA 3R type aluminum
SOLAR PANEL	55 watt
BATTERY	12V, up to 48Ah
BATTERY LIFESPAN	3 to 5 years, field replaceable
MOUNTING OPTIONS	Various sizes of round, square and wood posts
MOUNTING HARDWARE	Stainless steel hardware
WARRANTY	3-year limited battery warranty 5-year limited system warranty 10-year limited solar panel warranty



PEDESTRIAN CROSSING BLINKERSIGN®

SIGN SUBSTRATE	.080 highway grade aluminum
REFLECTIVE SHEETING	3M™ DG3 with anti-graffiti overlay
FLASH FREQUENCY	MUTCD section 2A.07 compliant, 51-59 flashes per minute
LED TYPE	High power Luxeon: 1 watt
LED LIFE EXPECTANCY	100,000 hours
MOUNTING HARDWARE	Various options available
SIGN LEGEND	Various options available
WIND LOAD RATING	Up to 90mph*
OPERATING TEMPERATURE RANGE	-40°F to 122°F

*Dependent upon pole size and system arrangement

BLINKERBEAM® WIRELESS COMMUNICATION

FREQUENCY	900 MHz FHSS (Frequency Hopping Spread Spectrum)
RANGE	900 feet (radio site survey recommended)
CONNECTIVITY	Crosswalk and optional advanced warning LEDs activate concurrently

ACTIVATIONS

PUSH BUTTON ACTIVATION	ADA push button, typical (<120 millisecond)
USER-ACTUATED PUSH BUTTON	XAV2-LED or Bulldog
PASSIVE DETECTION	Pedestrian presence detector or wireless bollard options
TIME CLOCK	Schedule flashing alert

OPTIONAL PROGRAMMING

BlinkLink®	Optional cloud software with cellular modem
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BLINKERSIGN®



BLINKERBEAM® WIRELESS RADIO



XAV2-LED PUSH BUTTON



BULLDOG PUSH BUTTON



(800) 236-0112

TAPCOnet.com

ELAN CITY
10-34 44th Drive
Long Island City, NY 11101
United States

Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Shipping address:

City of Melrose DPW
72 Tremont St
MELROSE, MA 02176
United States

Invoice address:

City of Melrose DPW
72 Tremont St
MELROSE, MA 02176
United States

City of Melrose DPW
72 Tremont St
MELROSE, MA 02176
United States

Tel: +17819794461
Fax: +17819798051

Quote N° SO4561

Customer Reference

Quote Date

08/21/2020

Contact

Graham DENNIS

Terms of payment

Net 30 Days

Description	QTY	Each	Disc.(%)	Ext. price
[01112] 14" Solar Evolis Radar Speed Sign EVOLIS Radar Speed Sign with Programmable Message Display; Internal Solar Power Regulator; Traffic Data Collection + Analysis Software with NO Subscription Fee; Bluetooth & Smartphone App; Mounting Kit (Mounting bar)	3.00 Unit(s)	3,250.00	0.00	\$ 9,750.00
[028] 12V 22Ah Battery 12V 22Ah Battery	6.00 Unit(s)	100.00	100.00	\$ 0.00
[0223] 80W solar panel with mounting kit and connection cables	3.00 Unit(s)	500.00	100.00	\$ 0.00
[99900] Discount TWIN PACK SPECIAL	1.00 Unit(s)	-1,501.00	0.00	\$ -1,501.00
Delivery Charge	1.00 Unit(s)	400.00	0.00	\$ 400.00
Total:				\$ 8,649.00
Taxes:				\$ 0.00
Total:				\$ 8,649.00

✓ TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:

.....

Title: Operation Manager Name (First, Last): Peter Pietrantonio

Check this box: ☒

I have read, understood and agree to the terms of the Elan City Inc. :
"General Terms of Sales and Delivery - WARRANTY."

Signature: [Signature]

Date: (m/d/y): 09/21/2020

and email it back to us along with your tax exempt form

CUSTOMER CONTACT INFO:

Name: Peter Pietrantonio



Melrose On-call Contracts

CITY OF MELROSE PUBLIC WORKS DEPARTMENT

SPECIFICATION & CONTRACT DOCUMENTS

2019-2020

CITYWIDE ROADWAY AND SIDEWALK
RECONSTRUCTION SERVICES

Annual Service Contract



John V. Scenna
Director of Public Works
Elena Proakis Ellis, P.E.
City Engineer



INVITATION TO BID

SEALED BIDS WILL BE RECEIVED FOR:

CITYWIDE ROADWAY AND SIDEWALK RECONSTRUCTION SERVICES

AT THE

ENGINEERING DIVISION OFFICE

OF THE MELROSE PUBLIC WORKS DEPARTMENT

LOCATED ON THE GROUND FLOOR OF MELROSE CITY HALL

562 MAIN STREET

MELROSE, MASSACHUSETTS 02176

UNTIL

MONDAY, APRIL 1, 2019

@ 2:00 P.M.

AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED AND READ ALOUD.

BID SPECIFICATIONS SHALL BE MADE AVAILABLE IN THE PUBLIC WORKS ENGINEERING DIVISION OFFICE ON THE GROUND FLOOR OF CITY HALL OR BY EMAILING TINA BRIGHT AT tbright@cityofmelrose.org AFTER 10:00 A.M.
ON

WEDNESDAY, MARCH 13, 2019

*A **Bid Bond/Deposit** will be required upon submittal of the sealed bid.*

*In accordance with MGL Chapter 29, 8B, a valid **MassDOT Highway Division Prequalification Certificate** is also required upon submittal of the sealed bid.*

*A **performance bond and payment bond** will be required upon the award of the contract.*

THE CITY OF MELROSE RESERVES THE RIGHT TO REJECT, ACCEPT AND/OR EXTEND ANY/ALL BID(S) IF IN THE BEST INTEREST OF THE CITY OF MELROSE.

John V. Scenna
Director of Public Works

CITY OF MELROSE
DEPARTMENT OF PUBLIC WORKS
CITYWIDE ROADWAY AND SIDEWALK RECONSTRUCTION SERVICES

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Section 1 ----- GENERAL INFORMATION

1.01 STANDARD SPECIFICATIONS

Except as otherwise provided herein, the City of Melrose uses the **“Massachusetts Standard Specifications for Highways and Bridges,”** 1988 edition with addenda, as a standard for all construction under this Contract. This document is hereinafter referred to as the “Massachusetts Standard Specifications.” Furthermore, the Contractor is required to comply with all applicable local, state, and federal regulations. These include, but are not limited to, regulations pertaining to safety, applicable permits, and environmental protection.

1.02 PREQUALIFICATION

In accordance with MGL Chapter 29, 8B, a **MassDOT Highway Division Prequalification Certificate** is required upon submittal of the sealed bid. Only prequalified contractors are eligible to bid on this Contract.

1.03 SUMMARY OF WORK

The scope of work includes citywide roadway and sidewalk reconstruction and repairs at various locations. The reconstruction of longer stretches of sidewalk and curbing as they pertain to Roadway Capital Improvement Projects is included in this Contract. The scope of work shall also include the removal and replacement of various existing cement concrete sidewalk blocks and driveway aprons posing safety hazards as well as removal and resetting of existing granite curbing and installation of new. The scope of work also includes removal and replacement of various existing bituminous concrete sidewalk sections and driveway aprons posing safety hazards as well as minimal removal and replacing of bituminous berm curbing. Installation of new handicap ramps to ADA and MassDOT regulations shall also be covered under the scope of this Contract.

The successful bidder will be held responsible to conduct all work as outlined in the specifications herein. This Contract is intended for both Capital Improvement Project work and also some patch work at various locations citywide. Potential capital improvement work areas in Year 1 of the contract may include, but are not limited to: Florence Street (Wyoming Avenue to Foster Street), Hurd Street (Florence Street to Trenton Street), Ashmont Street, Ashmont Park, Garfield Road, East Emerson Street (Lincoln to Bellevue), Larchmont Road, Botolph Street, and Summit Avenue.

1.04 BID PROPOSALS

All bids must be presented on the proposal sheets furnished herein. Special attention shall be observed with regard to the requirements contained herein, and all documentation required shall be included with the bid information. The envelope containing the bid must be sealed and clearly marked:

“Sealed Bid Proposal: Citywide Roadway and Sidewalk Reconstruction Services”

All sealed bids shall be received at the Engineering Division office of the Public Works Department located at City Hall, 562 Main Street, Melrose, MA 02176 prior to the scheduled date and time of the opening. Any bids received after the specified time shall be considered informal and will be rejected. The City of Melrose reserves the right to accept or reject any or all bids deemed to be in the best interest of the City.

Questions related to the bid request may be directed in writing to: Tina Bright at tbright@cityofmelrose.org.

No questions shall be answered verbally, and all questions must be submitted at least four days prior to the scheduled bid opening date.

1.05 BID DEPOSIT CHECK

A bid deposit check (certified, cashier or bond) in the amount of **five percent (5%) of the Total Bid Price** must be included with the sealed bid proposal. Checks should be made payable to the City of Melrose and will be returned to all unsuccessful bidders within five days of the bid opening. Failure on the part of the successful bidder to execute this Contract will result in forfeiture of the bid deposit.

1.06 PERFORMANCE & PAYMENT BOND

The successful bidder or bidders shall be required to furnish a **one hundred percent (100%) performance bond and one hundred percent (100%) payment bond**, written by a company licensed to do business in the Commonwealth of Massachusetts, with surety satisfactory to the Engineer and Director of Public Works. The performance bond shall run for the entire contract period and shall insure for quality of material and prompt service.

1.07 PERFORMANCE OF WORK

It is agreed that the Contractor shall not assign or sublet this Contract or any right he may have under this Contract, including having any portion thereof performed by Subcontractors, unless the written permission of the City shall first be procured, but such consent or permission of the City and subletting shall not in any way alter or diminish the obligation of the Contractor for the full performance or observance of the terms or conditions of this Contract. The Contractor shall constantly be held responsible for the supervision of all work performed under this Contract.

1.08 FAILURE TO PERFORM

In the case of failure on the part of the Contractor to perform the work as per the Contract, the Director of Public Works or his designee reserves the right to terminate the Contract and to perform or have performed any remaining work, and he will collect from or credit to the Contractor any difference in price paid by the City as a direct result of such failure in performance on the part of the Contractor. Exercise of the above rights shall not impair or affect the City's right to recover damages for breach of contract, whether by suit on the Contract or on the bond securing it, if applicable. Neither the City nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective date. In this clause, "event of Force Majeure" means an event beyond the control of the Contractor and the City which prevents a party from complying with any of its obligations under this Contract, which includes strikes, acts of war, acts of terrorism, and/or natural disasters.

1.09 HOURS OF WORK

Work under this contract shall proceed only during normal hours of operation of the Department of Public Works unless otherwise indicated by the Director of Public Works or his designee.

No work shall be performed earlier than **7:00 A.M.** or later than **5:00 P.M.** on any given day unless said work is deemed to be an emergency. Any work beyond 3:00 P.M. requires approval by the City's onsite representative on each working day. Work on weekends or holidays requires advance notice of at least 72 hours and approval by the Director of Public Works.

1.10 MINIMUM WAGE RATES

- A. Wages paid on the work must conform with the minimum rate of wages as established by the Commissioner of Labor and Industries under the provisions of Sections 26 & 27, Chapter 149 of the General Laws, and as indicated herein.
- B. In accordance with Massachusetts General Law C149, section 27B, a true and accurate record must be kept of all persons employed on the Public Works construction project for which the enclosed rates have been provided. Payment will be withheld if proper documentation is not submitted by the Contractor.
- C. M.G.L Chapter 149, Section 27B includes the following requirements:
 - 1. Employers must submit **weekly** payroll records to the awarding authority for all employees who have worked on this project. Such records should be submitted with each invoice presented for payment.*
 - 2. Responsibility for investigating and enforcing the prevailing wage law is now with the office of the Massachusetts Attorney General.*

1.11 INSURANCE REQUIREMENTS

The Contractor shall be required to obtain all insurance required by law or listed herein, before commencing the work. Such insurance shall include **Comprehensive Automobile Liability Insurance** covering the use of all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 and **Workman's Compensation and Commercial General Liability Insurance** coverage for limits of \$1,000,000 general aggregate and \$500,000 per occurrence. All policies of insurance, or the certificates or other evidence thereof, shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or a restrictive clause inserted or renewal refused without written notice being given to the City by certified mail. Failure to provide this notification and/or this language on any of the abovementioned documents shall be grounds for termination. The Contractor shall not allow any subcontractors to begin work under this Agreement until similar insurance has been so obtained and approved by the Contractor and the City. The City shall be named as an additional insured on a primary, non-contributory basis on all of the Contractor's and Subcontractor's liability policies of insurance.

1.12 GENERAL CONDITIONS

- A. Upon written notice of the Director of Public Works or his designee to commence work under this Contract, the Contractor shall be allowed a maximum of two (2) weeks or ten (10) working days to begin performing the work as required. The DPW City Engineer will be the project manager for all capital projects associated with this Contract. There may be times upon which the DPW Operations Manager will be utilizing services from this Contract to perform safety and emergency repairs.
- B. During the time of the Contract, the Contractor shall respond within 30 days to any work request by the City, or within 24 hours if a safety issue is involved.
- C. All work shall be scheduled by the City of Melrose and, upon acceptance of said schedule by the Contractor, shall be performed in accordance with all specifications as herein provided within the limits as described in said schedule.
- D. The City intends to bundle work areas together and prepare a schedule so as to allow for several roadway and sidewalk projects to be performed in succession wherever feasible. The Contractor shall coordinate his work and the work of his Subcontractors (including, but not limited to, casting work, pulverization, cold planing, and paving) in such a manner that work is performed continuously according to the City's schedule until said project area work has been completed in full.
- E. The Contractor is advised that no payments will be made except for quantities measured and mutually agreed upon. The attached spreadsheet shall be updated and must accompany each invoice. Invoices submitted without the spreadsheet will be rejected. The Excel spreadsheet will be provided by the City via email to the Contractor awarded this Contract.
- F. The City of Melrose reserves the right to stop work if said work is found to be unsatisfactory or if materials or methods used relative to the Contract do not meet the specifications. The City does not bind itself to purchasing any specified amount or quantity and may terminate this agreement at any time if the City, by the Director of Public Works or his designee, may so decide, on 30 days' notice.
- G. The City of Melrose reserves the right to authorize other departments within the City to purchase under this Contract, if they so desire.
- H. The successful bidder must schedule the work so that all sidewalk blocks, driveway aprons and handicap ramps are completed within three working days from the date work commenced in each particular location.

Section 2 ----- ADDITIONAL CONTRACTOR RESPONSIBILITIES AND INFORMATION

2.01 CLEAN UP AND DISPOSAL

- A. During the progress of the work, all areas that are affected by the work shall be clean and all rubbish, surplus materials and unneeded construction equipment shall be removed and all damage repaired so that the site is maintained in a safe and clean condition.
- B. Unless otherwise approved by the Engineer, access to the abutting residents and to their driveways shall be provided by the Contractor during the course of the work and at all times at the end of the work period.
- C. During the course of the work, keep the site of operations in as clean and neat a condition as is possible. Dispose of all residue resulting from the construction work and, at the conclusion of the work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.
- D. All materials removed as a result of work undertaken as part of this Contract shall be the property of the City and, if claimed by the Engineer, shall be delivered by the Contractor to a site within the City at no extra charge. The City may, at its discretion, request or permit a disposal of surplus material in the City's designated area. In this case, the Contractor shall deliver the requested quantity of surplus material to the indicated area and store it as directed by the Engineer. All unclaimed material shall become the property of the Contractor and shall be removed from the work site and properly disposed without extra charge to the City.

- E. The Contractor shall provide for the removal of all material spilled from his/her trucks on existing pavement over which it is hauled, or otherwise deposited thereon whenever, in the judgement of the Engineer, the accumulation is sufficient to cause the formation of mud or dust, or interfere with drainage or create a traffic hazard.
- F. Washing concrete mixers and/or discharge of excess concrete or controlled density fill is permitted in specifically designated areas. No cement-containing spill is allowed to the City's drains, streets, or environment. Should material be discharged in a manner not in compliance with this section, it shall be promptly cleaned by the Contractor at no additional expense to the City.
- G. For cleaning of any materials used for the work, only cleaning materials recommended by the manufacturer of the surface to be cleaned shall be used. Cleaning materials shall be used only on surfaces recommended by the cleaning material manufacturer.

2.02 CONTROL OF WORK

- A. General obligations of the Contractor shall be as set forth in the Contract Documents. Unless special payment is specifically provided in the bid form, all incidental work and expenses in connection with the completion of work under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the bid form in connection with which the costs are incurred.
- B. Furnish plant and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work in a timely fashion. If at any time such plant appears to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he/she may order the Contractor to increase the efficiency, change the character or increase the plant equipment and conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his/her obligations to secure the quality of the work and rate of progress required.
- C. Supply the Melrose Public Works Department, Police Department, and Fire Department with the following:
 - 1. A list of streets and intersections where work is scheduled supplied at intervals as required by the Engineer.
 - 2. Areas where approved detours are in effect.
 - 3. Immediate notification of any utility disruptions.
 - 4. A list of after-hours telephone numbers by which appropriate Contractor personnel may be contacted in the event of emergencies.
- D. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and holidays, an application shall be delivered to the Engineer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Engineer for inspecting the work in progress. Unless the work was requested by the City, the Contractor shall be responsible for payment of all overtime costs for personnel associated with work outside regular hours and shall be responsible for all related neighborhood notification.
- E. As an exception, the City reserves the right to request a minimal amount of work to be performed outside regular working hours. No adjustment or increase of Contract price will be made for the work performed by the Contractor outside regular working hours under these conditions.

2.03 PUBLIC SAFETY AND CONVENIENCE

- A. Particular care shall be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The convenience of the general public along and adjacent to the work areas shall be provided for in an adequate and satisfactory manner. Signs are to be kept clean at all times, and legends shall be distinct and unmarred.
- B. It is the responsibility of the Contractor to maintain the project in accordance with the following safety standard: Industrial bulletin No. 12, Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.00, latest version) as published by the Massachusetts Department of Labor and Industries, Division of Industrial Safety.

- C. Detours around construction will be subject to the approval of the Engineer and the Melrose Police Department. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. The City will strictly control periods when traffic is being detoured. Notice to the City of the start date for all detours shall be provided at least one week prior to the closure of any particular road.
- D. The safe passage of pedestrian and vehicular traffic around the perimeter of the construction area, within reasonable limits, shall be guaranteed at all times by the Contractor, except where detours have received prior approval. Temporary pedestrian walkways may be required by the Engineer at no additional compensation to the Contractor.
- E. The scheduling and payment of police details shall be as specified in Section 4.02, Item A.7.
- F. Any project that affects the access or egress routes of any home, roadway, etc., shall require the Contractor to provide a written notice to residence(s) and/or business(es) affected by the project at least twenty-four (24) hours prior to project commencement. A copy of the proposed notice shall be submitted to the City for approval prior to delivery.

2.04 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in another manner acceptable to the Engineer.
- B. Existing property markers shall be tied by the Contractor with respect to the construction and/or base line with such ties being given to the Engineer. Such work shall be considered as part of the Contractor's incidental work for which no payment will be received.
- C. The Contractor shall be held responsible for the preservation of all stakes, bounds, and marks placed by the City or others. If any of such stakes, bounds, or marks are disturbed or destroyed by the Contractor, the Contractor at no additional compensation shall replace them.

2.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Comply with the requirements of the Commonwealth of Massachusetts Statute - Chapter 82, Section 40, for excavations in public and private property. Compliance shall include the items below:
- B. Notify public utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) but not more than 30 days before excavating in areas where underground utility plant (pipes, cables, manholes, etc.) exists.
- C. Assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on any Contract Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations.
- D. The Contractor, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Maintain services to buildings and pay all costs or charges resulting from damage thereto.
- E. The Contractor shall assume each house has a water, gas, electric, phone, and cable service, for bidding and construction purposes. Utilities shall be located in the field by the Contractor, using DigSafe and any other means deemed sufficient to the Contractor. If utilities are damaged by the Contractor, they shall be repaired by him/her or the applicable utility company at the Contractor's expense. If water services are damaged, the service shall be replaced from the water main to the property line, terminating at the curb stop.
- F. In the event that the Contractor becomes aware of actual or potential damage or impairment to another utility, irrespective of the cause, he shall make every attempt to remedy the situation as soon as possible. Any actual damage or impairment shall be reported to the City on the same day as it is discovered. The Contractor may be held liable for the cost of correcting any damage or impairment that results in a response from the owners of the respective utilities.

- G. Notify DIGSAFE at 1-888-344-7233 and other public utility companies at least 72 hours before digging, trenching, blasting, demolishing, boring, backfilling, grading, landscaping or other earth moving operations in any public ways, rights of way and easements.

2.06 PROVISIONS FOR CONTROL OF EROSION

- A. Take sufficient precautions during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens and calcium chloride into water supplies, surface waters, and drainage conveyance systems. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. All catch basins within the limits of work shall be protected against the entry of sediment during construction using a method approved by the Engineer. The Contractor is responsible for removing such devices at the conclusion of construction. Further, if sediment is not properly contained, the Contractor is responsible for cleaning out all catch basins impacted by the work under this Contract.
- B. Drainage leaving the site shall flow in a manner to prevent erosion.
- C. Measures for control of erosion shall be adequate to assure that turbidity in the receiving waters will not be increased more than 10 standard turbidity units (s.t.u.), or as otherwise required by the State or other controlling body, in waters used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity shall not exceed 25 s.t.u. unless otherwise permitted.

2.07 WATER FOR CONSTRUCTION PURPOSES

- A. Water for construction shall be provided by the Contractor through means of a water pumper truck or other equipment, as needed, at the expense of the Contractor. Water for drinking or other limited on-site uses will be available at the DPW City Yard at the discretion of the Engineer. Any equipment filled at the City Yard shall be vial the metered hydrant connection, with prior approval from the Engineer.
- B. Any use of hydrants for water is expressly prohibited without a prior written request by the Contractor and approval by the Director of Public Works. Any hydrants approved for use by the Contractor shall be opened and closed by a member of the Melrose Department of Public Works staff. Use of an external pressure reducing valve and a meter may be required as directed by the Director of Public Works.
- C. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of use.

2.08 PROTECTION OF TREES

- A. All work around and adjacent to trees or within areas containing tree roots shall be performed in accordance with the practices contained in this section.
- B. Steps should be taken to protect the critical root zones of public shade trees. The radius of such a critical root zone is determined by multiplying the diameter of a tree, in inches, by twelve. In other words, a 10-inch diameter tree will have a 10-foot radius protection zone.
- C. To prevent soil compaction within the critical root zone, no construction stockpiles of material, utility structures, or construction equipment shall be stored or parked within the protected zones.
- D. No roots shall be cut for work without the prior approval and guidance of the City. Newly paved sidewalks must allow breathing space for tree roots.
- E. Curb cuts shall be minimum of 5-feet from the trunk of a tree wherever feasible.
- F. Wooden tree guards or moving blankets may be requested by the Engineer to be placed around the trunks of trees in the work zone as necessary to protect the bark from inadvertent damage and to alert the equipment operator of the importance of working cautiously around trees.
- G. Changes in grade can be damaging to tree roots. Care should be taken to make sure that the grade is not changed within the identified tree critical root zone wherever feasible.

- H. If the project requires the use of equipment that is of such a height or size that the overhead tree canopy may be damaged, the Contractor shall consult with the Engineer prior to commencing work. The Engineer will assist the Contractor in determining what preventative pruning is necessary.

2.09 COOPERATION WITHIN THIS CONTRACT AND WITH OTHER CONTRACTORS

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the Contractor and his/her Subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. The Contractor and any Subcontractors shall coordinate work with the City in a manner that does not interfere with any other work being performed simultaneously by City personnel or by other contractors under contract with the City.

2.10 RESTORATION

- A. Restore all areas to conditions that existed prior to construction. Restoration required as a result of the Contractor's activities shall be at the Contractor's own expense and shall be considered incidental to the work under this Contract.
- B. Existing signs, lampposts and mailboxes that may be damaged by the Contractor or removed by the Contractor during the course of work shall be reinstalled in a vertical position at the same location from which they were removed. Damaged items shall be replaced with an item equal to or better than the damaged items. A concrete anchor shall be provided as necessary, at no additional cost, to ensure a rigid alignment. Care shall be exercised in the installation of all above-mentioned items to prevent damage to the underground utilities and structures.

2.11 PERMITS

- A. Obtain all necessary permits required for proper execution of the project prior to the commencement of the Work. Fill out all forms and furnish all information required to obtain the permits. A copy of each permit shall be submitted to the Engineer. Work shall not commence on any phase of the work requiring a permit until the permit is obtained.
- B. Provide two copies of all permits obtained and of all notifications that permits are not required to the Engineer.
- C. Obtain required Street Opening Permits from the Engineering Division. All fees for Melrose Engineering Division permits will be waived.

2.12 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all applicable local, state, and federal policies regarding execution of the work. Particular attention is called to the Massachusetts Anti-Idling Law and the Massachusetts Wetlands Protection Act.

2.13 SAFETY

- A. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the City, the Engineer, and regulatory agencies that may be on or near the work site. The Contractor shall provide protection for all public and private property including, but not limited to, structures, pipes, and utilities above and below the ground. Any utilities disturbed during the course of the work shall be repaired and returned to service at no additional cost to the City.
- B. The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, construction barricades, flashing light construction horses, signs, lights, walkways, guards and temporary water for fire purposes (as approved by the Engineer) and shall take such other action as is required to fulfill its obligations under this subsection.
- C. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property. The Contractor shall perform a pre-construction videotaping or photographs (if so approved by the Engineer) of all work areas and private properties adjacent to the work areas. Said videotape or photographs shall record existing conditions prior to the commencement of any construction activities.

- D. The Contractor shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.
- E. Pursuant to MGL Chapter 30, Sections 39M and 39S, all employees to be employed at the work sites must have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and the Contractor shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. Payment will not be made until such documentation has been received.

2.14 INSPECTIONS

- A. Construction activities shall not proceed to the next phase without first obtaining a satisfactory inspection from the Engineer or his/her designee. The Engineer shall inspect and approve, where acceptable, all construction activities in each work area before substantial completion is declared.
- B. Furthermore, the Engineer reserves the right to perform testing in accordance with applicable industry standards on all materials and work, either as furnished by the supplier or in-place. The Contractor shall provide free access to all materials and work. The Contractor will be required to pay for any test that fails to be in compliance with this specification.

2.15 MEASUREMENT & PAYMENT

- A. The City shall, within 48 hours after the completion of the project(s), or at established project milestone(s), make a final measurement of the work done under this Contract. Said final measurements shall be made mutually between both the Contractor and the Engineer. The Contractor shall submit invoices only for the measured quantities mutually agreed upon. Quantities shall be in a form acceptable to the City and will be provided to the Contractor, by email, in the form of an Excel spreadsheet. It is anticipated that invoicing will occur monthly or as project scope dictates. The City shall pay to the Contractor the entire sum so found to be due thereunder, minus a retainage at the discretion of the City.
- B. Neither the City of Melrose, nor the Director of Public Works, nor any agent thereof, shall be liable or be held to pay any money except as hereinbefore provided. Acceptance by the Contractor of the last payment aforesaid shall be a release to the City of Melrose, the Director of Public Works and every agent thereof, from all claims and liability of the Contractor for anything done or furnished or relating to the work or for any act of neglect of the City of Melrose, or any person relating to or affecting the work, except the claim against the City of Melrose for the remainder, if there be any, of the sums kept or retained as provided for.
- C. The City shall pay and the Contractor shall accept as full compensation for everything furnished and performed by the Contractor under this Contract and also for any/all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work and the whole thereof, as herein provided, the prices submitted in the proposal.
- D. Any discrepancies or claims are to be resolved within a 30-day period or such discrepancies or claims shall become null and void.

2.16 ENGINEER TO ADJUDICATE

- A. All the work under this Contract shall be done to the satisfaction of the Engineer, who shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to measurement of quantities and the fulfillment of the conditions of the Contract on the part of the Contractor, and decision thereon shall be final and conclusive, and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

2.17 RESPONSIBILITY OF CONTRACTOR TO INDEMNIFY, etc.

- A. The Contractor shall take all responsibility of the work and shall take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the nature of the land in, on or adjacent to which the work is done, if different from what was estimated or expected, or on account of the weather, elements or other causes; shall cover and protect the work from damage by flood, frost or heat action, and all injury to the same before the completion of this

Contract shall be made good by him/her; he/she shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims relating to labor or materials furnished for the work; to injuries to any person or corporation received or sustained by an act of the Contractor or his employees in doing the work, or in consequence of any improper materials or implements of labor used therein; and to any act, omission or neglect of the Contractor and his employees therein.

2.18 MONEY TO BE RETAINED

- A. The City may hold retainage of the total value of the work performed at its option. The standard retainage for work performed will be 5% of the total value. In instances where specific outstanding ancillary work has been identified or the City has concerns about workmanship, a retainage of up to 10% may be held.
- B. The Director of Public Works may keep any monies which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary thereof, to the payment of any expense, losses or damages incurred by the City and determined as herein provided, and may retain until all claims are settled so much of the monies as the Director of Public Works shall be of the opinion will be required to settle all claims of the nature specified in the above paragraph, against the City and its officers and agents and all claims for labor or materials for the work, notice of which, signed and sworn to by the claimants, shall have been filed in the office of the Director of Public Works.
- C. The Director of Public Works may also, with the written consent of the Contractor, use any money retained, due or to become due under this Contract, for the purpose of paying for labor or materials for the work.

2.19 REPRESENTATIVE ON WORK

- A. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall be present, whether in person or by a duly authorized representative, on the site of the work, continually during its progress. Such representative shall have authority to receive and act without delay upon all instructions of the Director of Public Works or his assistants in the prosecution of the work in conformity with this Contract.
- B. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work area upon which the orders are given, including when work is being performed by a Subcontractor to the General Contractor.
- C. The Director of Public Works shall make frequent and periodic visits to the construction area. Said inspections shall be as frequent as the progress of work warrants. The Engineer may check with the Contractor at least once every day for the purpose of monitoring progress and discussing schedule, materials, and specifications as they may change from time to time. Notwithstanding periodic visits, the Contractor shall make timely requests for more frequent or special job site visits as field conditions dictate.

2.20 ACCESS TO WORK AND TO PLACES OF MANUFACTURE

- A. The Director of Public Works and other agents and employees of the Director of Public Works may, for any purpose, and his other Contractors may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and accessible facilities therefor. Any differences or conflicts which may arise between the Contractor and other Contractors or agents of the City in regard to their work shall be adjusted and determined by the Director of Public Works.
- B. Furthermore, the Director of Public Works and his agents and employees shall, at all times, have access to all places of manufacture where materials are being made or prepared under this Contract and shall have full access for unrestricted inspection of such materials.

2.21 COMPETENT PEOPLE TO BE EMPLOYED

- A. The Contractor shall employ only competent and skillful people to do the work, and whenever the Director of Public Works or his designee shall notify the Contractor in writing that any person on the work is, in his opinion, incompetent, unfaithful or disorderly or in any other way unsatisfactory, such a person shall be discharged from the work and not again employed on it, except with the consent of the Engineer.

2.22 GUARANTEE

- A. The Contractor shall keep the work in repair for a one year warranty period. The Contractor shall keep all work done under this Contract safe for public travel and shall make good all defects therein and all omissions and violations of the terms of this Contract whenever discovered to the satisfaction of the Engineer, whether or not any inspection or approval of, or payment for, the work or any part thereof may have been made or certificate for such payment given. The Contractor agrees and guarantees to correct any defects in his work and repair any damage resulting from its failure to fully comply with these specifications for a period of one (1) year following completion of each area of work hereunder declared substantially complete, at no additional cost to the City. If the Contractor shall fail to respond to a request for repair or maintenance within 48 hours, or fail to provide required services to the satisfaction of the Engineer, the City may do or have done the work necessary for such repair or maintenance with any material, labor and equipment as deemed necessary or incidental to such repair, and the Contractor hereby agrees to pay all such expenses. Should the Contractor fail to make payment within thirty (30) calendar days of written notice or demand by the City, the Director of Public Works shall make a deduction for same from the Bond provided herein by the Contractor.

2.23 LEGAL ADDRESS OF CONTRACTOR

- A. Both the address given in the bid or proposal upon which this Contract is founded and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters or other communications to the Contractor shall be mailed or delivered. The delivering at either of the named places, or depositing in a postpaid wrapper directed to the first named place, in any Post Office box regularly maintained by the Postal Service, or any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery of mailing. The first named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Director of Public Works or his designee. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

2.24 MODES OF COMMUNICATION

- A. The Contractor shall provide to the City of Melrose all means of communication including, but not limited to, office phone numbers, email addresses, and cell phone numbers for all principle contacts working on Melrose projects. The Contractor shall designate a single point of contact for this project who will be available for any emergency or required contact by the City on a 24 hour/7 day availability.

2.25 MOBILIZATION/DEMobilIZATION FEE

- A. Item I of Section VI on the bid form is comprised of a mobilization/demobilization fee for any projects that cannot be grouped with other work and result in individual project requests by the City as stipulated below. This fee will only be paid in the case of such small paving and roadway projects and not where work is rolled into a larger, multi-locational but continuous scope. It is not intended for any requests to perform sidewalk and/or drainage repairs.
- B. This item is intended for instances where the City directs the Contractor to schedule paving only on any single work day where the estimated yield of bituminous concrete binder or top course is less than a total of 350 tons. This fee shall not be admissible for any other work as described herein, or in the case where work is suspended in any way due to equipment failure, Contractor's modification to the work schedule, or unforeseen inclement weather.

2.26 EXTRA WORK

- A. The Owner may, at any time, by a written order and without notice to the sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with one of the following plans as elected by the Director of Public Works or his designee.
- 1) A price based on the unit prices of the Contract.
 - 2) A price agreed upon in writing between the parties and stipulated in the order for extra work.
- B. When unit prices exist, this shall be the default method for payment of extra work unless agreed upon otherwise with the City. For the purpose of "2" above, the Contractor shall include the reasonable cost of all material used, of all labor, common and skilled, of foreman, trucks and the fair market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the Contractor of any additional insurance which may be required

covering public liability for injury to persons or property, the cost of Workman's Compensation Insurance, Federal Social Security and Massachusetts Employment Compensation. The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the Contractor or his superintendent, or any allowance for use of capital or the premium on the bond as assessed upon the amount of extra work, these items being considered covered by the fifteen percent (15%) which shall be added to the reasonable cost. For extra work performed by a Subcontractor, the General Contractor may include up to a five percent (5%) markup.

- C. All requested change orders, whether by the General Contractor or a Subcontractor, shall be negotiated and agreed upon only between the General Contractor and the City directly.

2.27 CONTRACT TERM

- A. The term of this Contract shall be for one year, beginning April 1, 2019 and ending March 31, 2020, and shall be subject to two, one-year extensions at the option of the City.
- B. Should the City exercise its option to renew the Contract, a written preliminary notice will be sent to the contractor 30 days prior to the expiration date of the Contract. Such preliminary notice will not be deemed to commit the City to renew.
- C. Within 30 days of notice, the Contractor will be required to provide a signed agreement honoring any/all existing requirements and unit bid prices as provided to the City under the pre-existing agreement.
 - 1. The City reserves the right not to renew this Contract at its sole option, for any reason.
 - 2. Renewal is subject to appropriation.
 - 3. The City does not guarantee specific quantities for the first year or any renewal years of this Contract.
- D. Should the City exercise the option for renewal, the Contract as renewed shall be deemed to include this option provision except that the total duration of this Contract, including any renewals, shall not exceed three years.

SECTION 3 ----- PRICE ADJUSTMENTS

3.1 PRICE ADJUSTMENT FOR BITUMINOUS MATERIALS

- A. The Contract Price of the bituminous materials will be paid under the respective item in the Contract. A price adjustment, upwards or downwards, will be made monthly. This adjustment will provide for either (a) additional compensation to the Contractor or (b) repayment to the City depending on the monthly changes in the average price of Liquid Asphalt.
- B. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of bituminous mixtures placed during each monthly period times the Liquid Asphalt content percentage times the variance in price between Base Price and Period Price of Liquid Asphalt. The Liquid Asphalt content percentage shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Massachusetts Standard Specifications.
- C. Items subject to the bituminous escalation/de-escalation clause for **Roadway Reconstruction** are as follows:

PAY ITEM	ITEM
I-A	Class I Bituminous Concrete Base Course, Type I-1
I-B	Class I Bituminous Concrete Binder Course, Type I-1
I-C	Class I Dense Binder Course, Type I-1
I-D	Class I Bituminous Concrete Top Course, Type I-1
I-E	Class I Bituminous Superpave, Type I-1
I-F	Class I Bituminous Concrete Leveling Course
I-H	Hand Work
II-C	Place Bituminous Binder Course (2 1/2") and Bituminous Top Course (1 1/2")

- D. The bituminous price adjustment for **Bituminous and Concrete Sidewalks** will apply only to the following items of work shown in the table below.

PAY ITEM	ITEM
IV-F	Two course bituminous concrete sidewalks
IV-G	Single course bituminous concrete sidewalks
V-D	Asphalt berm
VI-C	Bituminous driveway/walkway repairs beyond transition area

- E. Where the measurement unit for the pay item is not in tons of bituminous mixture, the tons of bituminous material shall be calculated by multiplying the average area in square yards by the average depth in inches by 0.056:
Tons of bituminous material = Measured Area (in square yards) * Average Depth (in inches) * 0.056 (tons/square-yard-inch)
- F. The Base Price of Liquid Asphalt shall be \$525.50 per ton, which includes State Tax.
- G. The Period Price will be as determined by MassDOT, using the "New Asphalt Period Price Method," for the month during which the work was performed, as posted on the MassDOT website at <http://www.massdot.state.ma.us>.
- H. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period.

3.2 PRICE ADJUSTMENT FOR FUEL

- A. A Price Adjustment for fuel will be paid as a separate item and will provide for either (a) additional compensation to the Contractor or (b) repayment to the City, depending on the monthly changes in the average price of diesel fuel or gasoline.
- B. This adjustment will be based on fuel usage factors as determined by MassDOT and specified in Document 00812 of the MassDOT Special Provisions. These factors will be multiplied by the quantities of work done for each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price. The fuel usage factors are:

WORK ITEMS	Fuel Factors	
	Diesel	Gasoline
Excavation and Borrow work	0.29 Gallons/CY	0.15 Gallons/CY
Surfacing work using bituminous materials	2.90 Gallons/TON	N/A

- C. For **Roadway Reconstruction**, the fuel price adjustment will apply only to the following items of work at the fuel factors shown in the table above.

PAY ITEM	ITEM	FUEL FACTOR USED
I-A	Class I Bituminous Concrete Base Course, Type I-1	Surfacing Work
I-B	Class I Bituminous Concrete Binder Course, Type I-1	Surfacing Work
I-C	Class I Dense Binder Course, Type I-1	Surfacing Work
I-D	Class I Bituminous Concrete Top Course, Type I-1	Surfacing Work
I-E	Class I Bituminous Superpave, Type I-1	Surfacing Work
I-G	Class I Bituminous Concrete Leveling Course	Surfacing Work
II-C	To "prep" existing open (unpaved) trench excavation; and Place Binder Course (2 1/2") and Top Course (1 1/2")	Surfacing Work

- D. For **Bituminous and Concrete Sidewalks**, the fuel price adjustment will apply only to the following items of work at the fuel factors shown in the table above:

PAY ITEM	ITEM	FUEL FACTOR USED
IV-A	4" Cement Concrete Sidewalk, including Removal	Excavation
IV-B	6" Reinforced Concrete Driveway or Ramp, including Removal	Excavation
IV-D	Remove Driveway, Install Gravel, Remove Gravel, 6" Concrete Driveway	Excavation
IV-E	Excavation of Sidewalk and Loaming	Excavation
IV-F	Two course bituminous concrete sidewalks	Excavation
IV-F	Two course bituminous concrete sidewalks	Surfacing Work
IV-G	Single course bituminous concrete sidewalks	Surfacing Work
V-D	Asphalt Berm	Surfacing Work
VI-A	Excavation of Unsuitable Materials	Excavation
VI-C	Repair of Bit. Conc. Driveway/Walkway Transition	Surfacing Work

- E. Where the measurement unit for the pay item does not correspond to the fuel factor unit listed above, the following conversions shall be used:
- For items subject to an excavation and borrow work adjustment, the volume of excavation shall be calculated by multiplying the measured area in square yards by the average depth in yards.
 - For items subject to a surfacing work adjustment, the tons of bituminous material shall be calculated by multiplying the average area in square yards by the average depth in inches by 0.056:

$$\text{Tons of bituminous material} = \text{Measured Area (in square yards)} * \text{Average Depth (in inches)} * 0.056 \text{ (tons/square-yard-inch)}$$

- F. The Base Prices of Diesel Fuel and Gasoline will be fixed prices and shall be \$2.302 and \$1.79 per gallon, respectively.
- G. The Period Price of Diesel Fuel and Gasoline will be as determined by MassDOT for the month during which the work was performed, as posted on the MassDOT website at <http://www.massdot.state.ma.us>.
- H. This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period.

3.3 PRICE ADJUSTMENT FOR CEMENT

- A. The Contract Price of the cement concrete mix will be paid under the respective items in the Contract. A price adjustment, upwards or downwards, will be made monthly. This adjustment will provide for either (a) additional compensation to the Contractor or (b) repayment to the City depending on the monthly changes in the average price of Portland cement.
- B. The Price Adjustment will be a separate pay item. It will be determined by multiplying the number of cubic yards of Portland Cement concrete placed during each monthly period times the Portland cement concrete percentage times the variance in price between the Base Price and the Period Price of Portland cement.
- C. The Portland cement price adjustment will apply only to the following items of work shown in the table below.

PAY ITEM	ITEM
IV-A	4" Cement Concrete Sidewalk, including Removal
IV-B	6" Reinforced Concrete Driveway or Ramp, including Removal
IV-D	Remove Driveway, Install Gravel, Remove Gravel
VI-E	Cement Concrete Driveway/Walkway Transition Repairs

- D. Where the measurement unit for the pay item is not in cubic yards of Portland cement concrete, the number of cubic yards of Portland Cement placed shall be calculated by multiplying the measured area in square yards by the average depth in yards.
- E. The Base Price of Portland cement will be a fixed price and shall be \$125.86 per ton.
- F. The Period Price of Portland Cement will be as determined by MassDOT for the month during which the work was performed, as posted on the MassDOT website at <http://www.massdot.state.ma.us>.
- G. The Price Adjustment applies only to the actual Portland Cement content in the mix placed on the job in accordance with the Standard Specifications for Highway and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials, such as fly ash or ground granulated blast furnace slag.
- H. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period.

Section 4 ---- SCOPE OF WORK

4.01 MASSACHUSETTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES

All Contractors shall be held responsible for strict adherence to the Massachusetts Standard Specifications for Highways and Bridges, latest edition including all addenda. All paving materials and applications under this Contract will conform to Sections 420, 460 and M3.11.00 of the aforementioned specifications. All sidewalk materials shall conform to Section M4. Sidewalk and apron mixture of concrete shall be 4000 psi, air content of 7% +/-, Type 2 dark, with 1/2" (max.) aggregate.

4.02 PAVING REQUIREMENTS

A. GENERAL PAVING OPERATIONAL REQUIREMENTS

Prior to the performance of any paving under this Contract, the following shall be the responsibility of the Contractor:

1. Prior to the application of the base or binder course, the sub-base shall be graded and compacted by mechanical means to the satisfaction of the Engineer. Testing may be performed at the expense of the City. Should said tests fail, all expenses for said tests, future tests and repairs will be the responsibility of the Contractor.
2. Leveling course is to be placed by mechanical means as directed by the Engineer to address pothole issues and reestablish the road grade prior to placing of the binder course.
3. Prior to the application of the finish course, or overlay course, the Contractor shall mechanically sweep the entire roadway surface clean of any/all debris, a tack coat shall be applied over the entire surface of the project area, and a sand and emulsion sealer shall be applied at each and every joint throughout the project at no additional cost to the City.
4. Any quantities paid under the item for Superpave shall refer to pavement applied per Massachusetts Standard Specifications Section 455 by machine and placed in separate courses for a compacted minimum depth of one and one half inches (1 1/2") of material per course.
5. Utility structures (i.e. water gate boxes) may, from time to time, need to be fine adjusted to finish grade during pavement placement operations. Said fine adjustment shall be made by and under this contract at no additional cost to the City.
6. A release agent shall be applied to all shut off boxes and castings prior to paving and then cleaned following the paving process.
7. All catch basins must be plated prior to paving in such a way as to prevent bituminous material from falling into the catch basin cavity. Any debris which results from the work under this Contract in any structures shall be removed promptly by the Contractor at no additional cost to the City.
8. The Contractor is responsible for traffic mitigation coordination with the Melrose Public Works Department. All costs associated with police details will be the direct responsibility of the City. Scheduling of police details is the responsibility of the Contractor. Payment for improperly canceled police details shall be the responsibility of the Contractor. The Contractor shall perform all work in a timely fashion such that police details are used efficiently and unnecessary expenses are not borne by the City. Barricades, flashers and detour signs shall be provided and set in place by the Contractor as required.
9. The Contractor shall be responsible for supplying a continuous flow of ten (10) wheel trucks for hauling bituminous materials to each site so designated by the City of Melrose, on each scheduled paving day, in order to ensure a steady supply of hot material being released into the mechanical spreader box. In case of mechanical breakdowns, the Contractor shall be held responsible for replacing said vehicle(s) within a maximum of sixty (60) minutes from the time he/she is so directed by the Engineer or site inspector.

10. Joints

- a. Strict attention shall be paid to Section 460.65 of the Massachusetts Standard Specifications. All longitudinal and transverse joints shall be made in a careful manner, well bonded and sealed, and true to line and grade. The maximum allowable length of longitudinal joints shall vary depending on the weather and job conditions. The maximum length of longitudinal joints shall be such that the temperature of the mixture of the joint shall be not less than 200 degrees Fahrenheit when abutting mixture is placed. If the paving sequence or other conditions cause the joint temperature to fall

below 200 degrees Fahrenheit, the joint shall be treated prior to laying the next lane of bituminous concrete as follows: the joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of Federal Specification SS-S-1401 or SS-S-164.

- b. Where, and as directed, the first width of any course shall be placed not less than one foot wider than the first width of the course below, and successive widths of top and any other courses shall be so placed that there will be at least a one foot overlap between the joints in the top course and the other course.
- c. The rolling of successive widths of pavement shall overlap and shall be performed so as to leave smooth, uniform joints and cross sections.
- d. All paving joints are to be tacked and sanded at each project location at no additional cost to the City.

11. Mechanical Spreading

- a. All bituminous pavement mixtures shall be deposited in an approved mechanical spreader and immediately spread thereby and then struck off in a uniform layer to the full width required and of such depth that each course, when compacted, shall have the required thickness and shall conform to the grade and cross section contour as specified by the Engineer.
- b. The mixture shall be deposited in the center of the hoppers and care exercised to avoid overloading and spilling. The pavers shall operate, while the mixture is being spread, at a speed which will produce a uniform surface texture.
- c. Immediately after any course is screeded and before roller compaction has started, the surface shall be checked, any irregularities adjusted, any accumulation from the screed removed by rake or lute, and all fat spots in any course removed and replaced with satisfactory material.
- d. Irregularities in alignment and grade along the outside edges shall be corrected by the addition or removal of mixture before the edges are rolled. Indiscriminate casting of mix on the newly screeded surface, where irregularities are not evident, shall not be permitted. All edges shall be true and uniform.

12. Compaction: Proper compaction shall be achieved as directed in the Massachusetts Standard Specifications, Section 460.64. The rollers used in this process, under this Contract, shall be steel wheeled supplemented with pneumatic-tired rollers where required, or where permitted by the Standard Specifications, or as otherwise directed by the Engineer.

- a. The number of rollers required shall be governed by the tonnage of hot-mix being placed daily. A sufficient number shall be provided to compact the mixture in accordance with the Standard Specifications.
- b. Each roller shall be operated by a competent, experienced roller operator and shall be kept in as nearly continuous operation as practicable while the work is in progress. The mixture may be rolled as is necessary to produce the required contour for the surface. The rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated and the resulting surface has the required grade, temperature, contour and porosity.

13. In all cases, the roadway shall be graded, compacted and paved to the finished line and grade as established by the Contractor upon approval from the Engineer.

4.03 PULVERIZATION, GRADING & COMPACTION

- A. Once all castings have been lowered and plated as described herein, this work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying materials, mixing and/or blending the material to a depth of six (6") inches, removal and disposal of excess material(s) as required by line and grade, or as directed by the Engineer, and spreading and compacting of the resultant mixture to the line and grade as established by the Engineer, or as otherwise indicated herein.
- B. All scarified and pulverized material shall pass the two inch (2") sieve. Any material(s) used for blending shall conform to Massachusetts Standard Specifications (gravel borrow M.03.0 type b).
- C. The Contractor will be required to submit to the Engineer for approval a description of the equipment and the process to be used for scarifying and for pulverizing the existing pavement. The pulverization operation shall be controlled in such a

manner that the resultant material will be free from excessive fine material (passing the #200 sieve). The Engineer will determine the acceptable level of fine material.

- D. The bituminous pavement and underlying material shall be scarified to the depth established by the Engineer and pulverized and mixed to produce a consistent homogeneous material. If the Engineer directs, gravel borrow (type b) shall be blended with the pulverized material in quantities to be established by the Engineer to produce a uniform blend suitable for use as a base course.
- E. The mixed and/or blended base course shall be spread and compacted as directed by the Engineer. Any/all materials deemed to be excess (overburden) shall be removed and delivered to a site within the City as directed by the Engineer at no extra cost to the City. Should the City decide not to accept such excess material, it will be the responsibility of the Contractor to properly dispose of it at no additional cost to the City.
- F. The roadway shall then be graded to the finished line and grade as established by the Contractor with approval from the Engineer, rolled and compacted. Vibratory compaction is required. The entire roadway surface shall then be treated with calcium chloride and wetted down, both by mechanical means or as deemed suitable by the Engineer. The Contractor shall also be responsible for dust control, by use of calcium chloride, throughout the entire pulverization process if deemed necessary by the Engineer or his/her designee.
- G. The Contractor shall be responsible for maintaining proper access to any/all driveways within the work area at the close of each working day. The Contractor, under this Contract, shall maintain driveway access by means of building up, and raking to grade, a gravel ramp at every driveway transition greater than two inches (2") above the (transitional) roadway grade.
- H. In the event that the Contractor encounters cobblestones while pulverizing, he/she shall be compensated in accordance with the price established in the Optional Services section of the bid form. All cobblestones shall be the property of the City and, if claimed by the Engineer, shall be delivered by the Contractor to a site within the City at no extra charge. Any unclaimed material shall become the property of the Contractor and shall be removed by him/her from the work site without extra charge to the City.

4.04 COLD PLANING

- A. The Cold Planer must be equipped with an elevating device capable of loading planed material directly into dump trucks while operative. It shall have all necessary safety devices such as reflectors, headlights, taillights, flashing lights and back up signals so as to operate safely in traffic both day and night.
- B. The Cold Planer shall be designed and built for planing flexible pavements and possess the ability to plane cement concrete patches when encountered in bituminous pavement. It shall be self propelled and have the means for planing without tearing or gouging the underlying surface. Variable lacing patterns shall be provided to permit a rough grooved or smooth surface as directed.
- C. A one and one half to two inch (1 ½"-2") cut to predetermined grade or any lesser depth may be required in one pass. The minimum width of pavement planed in each pass shall be six feet (6'), except in areas to be trimmed and edged. The machine shall be adjustable as to crown and depth and meet the standards set by the Air Quality Act for noise and air pollution.
- D. The milled or planed surface shall conform generally to the grade and cross slope required. The surface shall not be torn, gouged, shoved, broken or excessively grooved. It shall be free of imperfections in workmanship that prevent re-surfacing after this operation. Surface texture shall be as specified by the Engineer and excess material shall be removed so that the surface is acceptable to traffic as required.
- E. Upon completion of the cold planing process, the entire project site shall be thoroughly swept by a self-propelled sweeper. Any/all cold planed cuttings and refuse materials shall be the property of the City, removed and delivered to a site within the City as directed by the Engineer at no extra cost to the City. Should the City decide not to accept such excess material, the Contractor will be responsible for the disposal of all the cuttings/refuse from the work site at no additional cost to the City. No asphalt cuttings shall remain on the project at the end of each work day, unless otherwise directed by the Engineer.
- F. In all cases, the roadway shall be cold planed to the finished line and grade as established by the Contractor upon approval from the Engineer.
- G. Prior to cold planing, the Contractor is responsible for the protection from debris of all structures including, but not limited to, catch basins, water gate boxes, and sewer and drain manhole covers, that are in the area to be cold planed. A proposed method of

this protection shall be submitted by the Contractor and approved by the City prior to the commencement of any cold planing project. After completion of the project, the Contractor is responsible for removing the aforementioned means of protection and cleaning any debris from said structures.

4.05 TRENCH AND ROADWAY EXCAVATION AND/OR SECTION REPAIR

- A. Pavement for all trenches or roadway excavations and/or section repairs shall consist of the placement of two and one half inches (2 1/2") of binder material and one and one-half inches (1 1/2") of top course material, properly compacted, as specified herein.
- B. The edges of all trenches/roadway sections shall be properly tacked and sealed.
- C. Any preparation work required will consist of cutting back existing pavement edges of the trench or roadway section, excavating any excess gravel, adding fine gravel for grading purposes, and then mechanically compacting gravel prior to paving to grade as directed by the Engineer. The Contractor shall be responsible for the disposal of all excess material and for providing appropriate gravel backfill at no additional cost to the City.
- D. Any excavation work required as part of this process shall consist of cutting, excavating and removing pavement from an existing utility trench or roadway section that has either settled or deteriorated. The Contractor shall be responsible for the disposal of all excess material at no additional cost to the City.

4.06 ROADWAY CASTING WORK

- A. Lowering and Plating of Castings on Pulverization Projects
 - 1. Prior to the start of road reconstruction through the pulverization process, the Contractor shall be held responsible for the removal of any/all roadway castings or structures to a depth of not less than twelve inches (12") below the existing pavement.
 - 2. All structure locations shall be recorded by means of cross ties to three points outside the pavement limits, said ties to be sketched and furnished to the Engineer for approval.
 - 3. All used castings not claimed by the City shall be removed from the project area and disposed of by the Contractor. Immediately following the removal of said castings, all structures shall be protected with a steel plate of adequate size and strength to support construction and roadway traffic.
 - 4. The steel plate shall be covered with acceptable material, compacted to binder grade, then patched to the existing pavement grade. All manholes, catch basins and gate boxes must be kept free of debris at all times.
 - 5. The Contractor shall provide a method acceptable to the Engineer that allows the free passage of storm water by the steel plate and into the catch basin. This bypass drain shall be protected so as to prevent migration of materials, other than water, into the catch basin.
 - 6. The Contractor is responsible for disposal of all material excavated from manhole locations.
- B. Rebuilding/Furnishing/Adjusting of Castings
 - 1. Prior to commencement, the Contractor is responsible for marking all locations of buried structures. Under this phase of the scope, structures lowered during the pulverization process will be raised to grade by excavating the roadway surface around the casting to a depth required to reach the existing steel plate. Brick will be added or removed to adjust the casting to grade. All new brick shall be embedded in cement mortar. All castings, with the exception of water box castings, shall be embedded in cement concrete mortar, poured and trowled to a minimum thickness of 2", or as directed by the Engineer or his/her designee. The remaining area disturbed by excavation shall be filled and tamped to the existing pavement grade with Type I, State Binder as required herein. Water box castings shall also be embedded with Type I, State Binder.
 - 2. The Contractor is responsible for disposal of all material excavated from manhole locations.

3. Under this phase of the scope, existing castings will be re-adjusted to grade as directed by the Engineer or his/her designee. All new brick shall be embedded in cement mortar. All castings, with the exception of water box castings, shall be embedded in cement concrete mortar, poured and trowled to a minimum thickness of 4" or as directed by the Engineer or his/her designee. The remaining area disturbed by excavation shall be filled and tamped to the existing pavement grade with Type I, State Binder (2 1/2") and Top Course (1 1/2") as required herein. Water Box Castings shall also be embedded with Type I, State Binder (2 1/2") & Top Course (1 1/2"). Water gate nuts shall be protected by the insertion of cloth or paper into the riser tube, and then the structure shall be brought to a grade deemed acceptable by the Engineer.

C. Adjustment of Castings in Sidewalks and Driveways

1. This work shall consist of rebuilding, removing, replacing, and adjusting to grade the masonry and castings of present structures as required by the Engineer. Strict attention shall be paid to Section 220 of the Massachusetts Standard Specifications as it applies to this section.
2. All castings shall be lowered or raised as directed so as to place the structure at the required rim elevation. The water gate nuts shall be protected by the insertion of cloth or paper into the riser tube up to a minimum of two inches (2") from the top of the riser, and then the structure shall be brought to a grade deemed acceptable by the Engineer. Any large casting raised may require rebuilding up to three courses of brick upon the existing structure. Clean, hard sewer brick may be either added or removed during the raising or lowering process, and all new brick shall be embedded in cement mortar and plaster coated with cement mortar on the outside. All castings, unless otherwise directed by the Engineer, including water box castings, shall be embedded in cement concrete mortar.
3. If left above the surrounding grade, all raised structures shall have the exposed portion of the rim painted with a fluorescent paint. Any debris left inside any structure or structures left inaccessible as a result of the work shall be the responsibility of the Contractor and shall be removed from said structure or reset to be made more accessible at not additional cost to the City.

D. In all cases, the following shall hold true:

1. All grades will be set by the Contractor and approved by the Engineer or his/her designee.
2. Roadway surfaces shall be cut by an approved mechanical cutting tool and cuts shall be true and neat in appearance.
3. Bituminous concrete binder material Type I shall be placed around the casting to existing grade of the roadway and thoroughly compacted, in two inch layers. When adjusting castings in finished roadways, the Contractor shall place two and one half inches (2 1/2") of Binder and one and one-half inches (1 1/2") of Top Course around each structure and tack and sand all joints.
4. All structures which have been raised shall have the exposed portion of the rim painted with a fluorescent paint.
5. Any debris left inside structures (i.e., manholes, catch basins and gate valves) resulting from the work shall be removed. The Contractor shall be responsible for any distribution system damage (i.e. catch basin flooding, blockages to drain and sewer lines, inoperable water gates, etc.) resulting from debris accumulated in structures.
6. In all cases, adjustment or rebuilding of castings includes the rebuilding of up to three courses of brick at no additional cost to the City. Any courses after that will be considered under the "Rebuild by Vertical Foot" line item in the bid form.
7. The Contractor shall not proceed to embed or backfill castings until the Engineer or his/her designee has properly supervised the project and given verbal approval to do so.
8. The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, construction barricades, flashing lights, construction hoses, signs, etc., in order to protect all recently adjusted castings until such time as backfilling has taken place and patch has firmly been established.
9. For all casting rebuilds and for the adjustment of deteriorated castings, the Contractor will be responsible for procurement and delivery of all materials to the site. In the event that the City elects to provide castings, all material

must be picked up at the City Yard, 72 Tremont Street, by the Contractor and delivered to each project site. The City reserves the right to either purchase castings through this Contract or provide castings to the Contractor.

10. Structures shall be adjusted and protected in a manner which does not in any way impede the flow of traffic. In any case where traffic flow is affected, the affected area shall be closed to thru traffic until which time travel lanes can safely be restored.
11. In all cases, it is the responsibility of the Contractor to ensure that, at the conclusion of the work, castings are fully accessible, clean, aligned properly (in the case of valve boxes), free of damage, and flush to the final grade.

E. Casting Conversions

1. The work shall consist of removing existing castings and remodeling the structure in accordance with the attached detail. Work includes excavation, construction of a drop inlet, removal of the top slab, replacement of castings, and backfilling to grade. Remodeling of these Bradley Heads shall be compensated in accordance with Item H in Section VI of the bid form. A detailed drawing is provided for this conversion.

F. Casting Material Specifications

1. Castings shall be of good quality, strong, tough, even-grained cast iron, smooth, free from scale, lumps, blisters, sand holes, and defects of every nature which would render them unfit for the service for which they are intended. Contact surfaces of covers and frame seats shall be machined to prevent rocking of covers.
2. All castings shall be thoroughly cleaned and may be subject to a careful hammer inspection at the Engineer's discretion.
3. Castings shall be ASTM A48 Class 30B or better. All Castings shall also be of Standard Type A. Castings shall be manufactured in North America.
4. The surface of the manhole covers shall have a diamond pattern with the cast words "WATER," "DRAIN," or "SEWER," as may be ordered by the Public Works Department.
5. The City of Melrose has standardized sewer manhole frames and covers based on products previously installed in the City. The city utilizes manhole frames and covers manufactured by E.J. Co., or approved equal.
6. Catch basin frames with 2-inch square openings and 23 7/8" square grates shall be 8-inches in height and 460 pounds minimum. They shall be E.J. Co. or approved equal, unless otherwise specified by the Engineer.
7. Catch basin frames with cascade grate openings and 23 7/8" square grates shall be 8-inches in height and 430 pounds minimum. They shall be E.J. Co. or approved equal, unless otherwise specified by the Engineer.
8. Manhole covers shall be assumed to have a twenty six inch (26") overall diameter.
9. Catch basin frames shall have three flanges only.
10. Manhole steps shall conform to ASTM C478 requirements and shall be fabricated by either extruded aluminum or steel reinforced plastic. Steps shall be E.J. Co. or approved equal.
11. Gate valve boxes shall be manufactured in North America. The minimum outside diameter of the boxes shall be 5 1/2 inches and the length shall be sleeve type adjustable to suit the ground elevation and the depth of each valve operator, regardless of the depth of cover.
12. Water gate valve boxes shall have a close fitting 7-1/4 inch diameter cover and be dirt tight. The top of the cover shall be flush with the top of the box rim and the word "Water" shall be cast in the top of the cover.
13. Valve boxes shall be of cast iron and of the adjustable sliding, heavy pattern type. They shall be so designed and constructed as to prevent direct transmission of traffic loads to the pipe or valve. The upper or sliding section of the box shall be provided with a flange on the top of the section (not on the bottom) having sufficient bearing area to prevent undue settlement. The lower section of the box shall be designed to enclose the operating nut and stuffing.

14. Any material delivered which does not satisfactorily fulfill these requirements will be promptly removed by the Contractor at no expense to the City. Acceptance or rejection of material shall be based on inspection made by the Engineer or his/her designee. Such inspection is to be made at the convenience of the Engineer.
15. Submittals showing all casting materials shall be submitted and approved by the Engineer prior to the furnishing of any new castings.

4.07 BITUMINOUS AND CONCRETE SIDEWALK, DRIVEWAY AND RAMP REQUIREMENTS

A. GENERAL DESCRIPTION OF WORK

The scope of work includes but is not limited to:

1. Removal and disposal of existing sidewalk and driveway areas typically varying from about twenty five square feet (25 sq. ft) and up, as designated by the City, and replacing the same with new cement concrete or bituminous cement concrete as described herein.
2. Removal of existing driveway aprons and replacement of apron area with an acceptable gravel material as directed by the Engineer for safe resident access/egress during the reconstruction process.
3. Preparation and placement of bituminous concrete berm
4. Construction of cement concrete and bituminous concrete handicap ramps in conformity with all state and federal regulations
5. Removal and resetting of existing granite edgestone as described herein
6. Furnishing and setting of granite edgestone as described herein
7. Adjustment of utility castings in the sidewalk/driveway/ramp area as required herein
8. Restoration of grass strips and lawn areas as required herein
9. Restoration of bituminous and cement concrete transition areas as described herein

B. PREPARATION OF BASE

1. In locations where existing sidewalks are to be replaced, preparation of the base shall include placement and compaction of a maximum of two inches (2") of gravel borrow as required to set the proper sub-grade level, the cost of which shall be included in the unit cost of the sidewalk. Excavation and replacement of unsuitable material below the two-inch (2") requirement shall be paid under Item VI-A of the bid form.
2. All unsuitable excavate shall be replaced by suitable gravel borrow material in accordance with Massachusetts Standard Specifications, M1.03.0 (Type b.), adequately compacted to prevent settlement. The Contractor shall remove all unsuitable materials to a depth approved by the Engineer. Said over-excavation and filling shall be compensated for at the rate established in Item VI-A of the bid form. Saw cuts to existing sidewalk blocks must be included within unit costs.
3. Excavation and subsequent work shall be scheduled so as to minimize the extent of open areas throughout the job site. All sidewalk areas shall be left passable to foot traffic at the end of each working day. All driveway areas shall be left passable such that occupant vehicular access is achievable at the end of each working day.
4. Where roots or tree stumps are encountered within the sidewalk or curbing work area, the Contractor shall notify the Engineer prior to the removal of the roots or stumps. The Engineer shall direct the Contractor how to proceed in these areas. Compensation for stump removal shall be paid in accordance with Items F and G of Section VI of the bid form. Removal of roots will not be paid for and shall be included in the unit cost of the work item.

C. FORMS

1. All forms used shall be smooth, free from warp, of sufficient strength (equal to a 2 x 4) to resist springing out of shape, and of a depth to conform to the thickness of the proposed cement concrete walk. All mortar and dirt shall be removed from forms that have been previously used. The forms shall be well staked and thoroughly braced and set to the established lines, their upper edge conforming to the grade of the finished walk or ramp, which shall have sufficient pitch to the gutter line to provide for surface drainage, generally one eighth of an inch per foot (1/8 in/ft). Forms shall remain in place until the concrete has cured to a sufficient strength. Upon direction of the Engineer, forms shall be stripped and the site made safe of all trip hazards.

2. The Contractor shall prepare and pave bituminous concrete sidewalks with both the front and back lines straight and true. The Engineer reserves the right to require that wooden forms be used for new bituminous concrete sidewalks and for bituminous concrete sidewalks renewed after old walks are removed.

D. CEMENT CONCRETE SIDEWALK BLOCKS

1. The blocks comprising the sidewalks shall have an absolute minimum thickness of four inches (4"), be entirely separate and distinct, be of a size designated by the Engineer, and in no case exceed thirty square feet (30 sq. ft). The Engineer shall designate the method to be used in the separation of the blocks.

E. CEMENT CONCRETE EXPANSION JOINTS

1. The markings in the surface are to be immediately over sand joints. There shall be a bituminous fiber expansion joint of an approved type, satisfactory to the Engineer, at each side of driveway work abutting 4" sidewalk and/or at intervals of not over thirty feet (30').

F. CEMENT CONCRETE DRIVEWAYS AND HANDICAP ACCESSABLE RAMPS

1. Driveways and ramps shall have a minimum thickness of six inches (6") and in all other ways conform with the specifications of the sidewalks. The surface markings on the driveways shall be designated by the Engineer. As a definition the term "driveway" will mean that area between the extended lines of the parking/storage place for a motor vehicle from the gutter line to the property line.
2. Reinforcement shall be provided for all driveways. The reinforcing shall be a six inch by six inch (6" x 6") grid of number ten gauge (#10) wire mesh placed one and one half inches (1-1/2") below the finished grade. The wire mesh shall be furnished in sheets.
3. The Contractor is responsible for **notifying residents in writing, twenty-four (24) hours prior to excavation of any driveway aprons. No driveway aprons shall be excavated prior to the removal of the homeowner's vehicle(s) from the affected area(s).** Excavated driveway areas must be left passable to vehicular traffic at the end of each work day.
4. The Engineer may, at his/her sole discretion, direct the Contractor to remove existing material (bituminous or cement concrete), by stripping driveway aprons and installing up to 12" of acceptable temporary gravel, for safe vehicular access prior to forming and placement of final concrete materials. Said apron removal shall be undertaken in support of the City's roadway pulverization reconstruction program. Finish grading, forming, bituminous or cement concrete placement, and finishing shall be completed at a later point in time. This work shall be compensated in accordance with the rates established in Item D of Section IV of the bid form.

G. PROTECTION OF CEMENT CONCRETE SIDEWALKS, DRIVEWAYS AND/ OR ACCESS RAMPS WHILE CURING

1. All finished work shall be protected from vandalism. Finished work shall also be protected from the direct rays of the sun and kept damp in such manner and for such a time period as the Engineer of his/her designee may direct; the time however, shall not exceed ten (10) days. The temperature of the concrete shall be such that it will cause no difficulties from loss of slump, flash set, or cold joints. In hot weather conditions, all finished work shall be covered with plastic immediately. In freezing weather, all finished work shall be protected for such a period and in such a manner as the Engineer may direct. All forms shall be left in place until the Engineer authorizes their removal. At no time shall concrete be placed upon frozen base. The Engineer shall pay the concrete supplier's standard winter concrete surcharge as supported by paid invoices to a maximum amount of \$6.00 per CY, only for work directed by the Engineer with prior notification by the Contractor of the upcharge. In all circumstances, no concrete shall be placed during weather conditions deemed inappropriate by the Engineer.

H. BITUMINOUS CONCRETE SIDEWALKS, DRIVEWAYS, AND/OR ACCESS RAMPS

1. The Contractor must notify the Engineer to inspect the sub-base before placing any bituminous mix.
2. All bituminous material is to be placed and rolled, while in hot workable condition, with a 1,500 to 2,000 pound roller.
3. The bituminous concrete surface shall be laid in two courses to a total depth after rolling of three (3) inches. The bottom course shall be two (2) inches in thickness, and its surface after rolling shall be one (1) inch below and parallel to the

proposed grade of the finished surfaces. The top course shall be one (1) inch in thickness after rolling. Placement of said bituminous shall comply with the requirements of Sections 460, 701.62 and 701.63 of Massachusetts Standard Specifications. All handicap access ramps shall be constructed in a manner which complies with all federal, state and Architectural Barriers Act and Architectural Access Board requirements.

I. BITUMINOUS, CEMENT CONCRETE, AND GRANITE CURBING WORK AREA TRANSITIONS

1. Transitions shall be provided along the entire new work area so as to provide a neat, safe connection to the existing conditions at the abutting properties. Transition areas up to 24 inches adjacent to the work area shall be covered under the base contract. Landscape lawn areas greater than 24 inches adjacent to the work area shall be compensated in accordance with Item VI-D of the bid form. Bituminous walkway and driveway areas greater than 24 inches adjacent to the work area shall be compensated in accordance with Items VI-C, D, and E of the bid form. Cement concrete walkway and driveway areas greater than 24 inches adjacent to the work area shall be compensated in accordance with Items VI-C, D, and E of the bid form.

J. LOAMING & SEEDING

1. Where required, wooden edge forms shall be immediately stripped after the Engineer has determined that the concrete has achieved sufficient strength to bear wheel traffic without damage to all transition areas between the forms and existing grass or landscape areas. All lawn or landscape areas disturbed as a result of the construction shall be immediately repaired by loaming as specified below.
2. Lawn areas shall be properly prepared so as to promote proper establishment of turf. All disturbed lawn areas shall be excavated to a depth of not less than three inches (3 ") below the uniform root depth of the existing turf. Excavate shall be removed from the job site as spoil. Loam meeting Massachusetts Standard Specifications M1.05.0 shall be placed, raked and graded into the restoration area to render and maintain a smooth and safe transition area. All lawn transition areas shall be graded such that they can be mowed with standard residential grade lawn mowers. The landscape areas shall be protected until such time as the bed is properly prepared, seeded, and turf is established. In preparing the seedbed, supplemental loam shall be added such that the compacted (rolled) grade meets the top of the root bed in the adjacent grass area.
3. Seeding shall be performed under this section of the contract and is included in this item in the bid form. Seeding will be performed by the Contractor as directed by the Engineer. No seeding shall be performed during weather conditions deemed inappropriate by the Engineer.

K. SIDEWALK BLOCKS AS A UNIT

1. Those portions of this work designated as "Blocks" shall be considered as units, and should any defective work be ordered removed and replaced (either during the progress of the work or before the final payment, or under the three (3) year guarantee), such removal or replacement shall be in units.

L. PRESERVATION OF SURVEY MARKERS

1. The Contractor shall maintain any and all stone monuments, stakes, pipes, or other objects used as survey markers. All such monuments shall be properly tied-back to temporary stakes and/or nails. All such ties to these objects shall be checked for disturbance during the progress of the work and before the placement of concrete. If said monuments have been disturbed, then the Engineer, at his/her sole discretion, shall require that said monuments be adjusted or replaced at the expense of the Contractor. The City reserves the right to require certified survey to verify property control points in question if applicable.

M. GRANITE EDGESTONE

1. This portion of the work shall include the removal and resetting of existing granite edgestone, the setting of edgestone furnished under this Contract, and adjustment of edgestone in place to line and grade as directed by the Engineer. Strict attention shall be paid to Section 500 of the Massachusetts Standard Specifications as it applies to this Contract.
2. The curb trench shall be excavated to a width of approximately 18 inches and a depth of 18 inches below the road grade. Granite curbing shall be type VA4 for Bid Items V-A, B, C, E, and F of the bid form. The foundation for the curb shall consist of a minimum of six inches of gravel spread upon the subgrade and thoroughly compacted by tamping. All spaces under the curb, curb corners or edging shall be filled with gravel and thoroughly compacted so that the curb, curb corners or edging will be completely supported throughout their length. The curb shall be set at the line and grade as shown on the plans or as directed by the Engineer. Cement concrete shall be placed along the face of said curbstone(s) to a minimum thickness of six (6) inches off of the face of curbing and the entire void from the curbing base to two (2) inches below binder grade, or as directed by the Engineer. The two (2) inch void from the top of cement to the top of adjacent bituminous material shall be paved with two (2) inches of compacted dense binder to match the adjacent bituminous material grade.
3. If curb, curb corners, or curb inlets or edging of different quarries are used on the same project, curbing of each particular quarry shall be segregated and set to provide a uniform appearance.
4. Curb, curb corners, curb inlets or edging shall be fitted together as closely as possible except for VA5 curb, which shall not fit closer to each other than 1/4". Following the installation/resetting of said curbing, the joints between the curbstones (both front and back) or edging shall be carefully filled with cement mortar and neatly pointed on the top and front exposed portions. After pointing, the curbstone or edging shall be satisfactorily cleaned of all excess mortar that may have been forced out of the joints.
5. Transitions from normal curb settings to handicap access ramps shall be accomplished with transition curbing as directed. Transitions shall be of the same type curb and similar to that abutting and, if on a curve, of the same radius.

N. BITUMINOUS CONCRETE BERM

1. In preparing the base to receive bituminous concrete berm, the existing material(s) shall be excavated to a depth below finished grade of at least eight inches (8") and shall be replaced by suitable gravel borrow material in accordance with Massachusetts Standard Specification, M1.03.0 (Type b.), adequately compacted to prevent settlement. The Contractor must notify the Engineer to inspect the sub-base before placing any bituminous mix. The Contractor shall remove all unsuitable materials to a depth approved by the Engineer. Said over-excavation and filling shall be included in the rate established in Item D in Section V of the bid form. The Contractor shall place a flat berm pad of a thickness not less than three inches (3") and a width not less than eighteen inches (18"). Said berm pad shall be placed at the proper line and grade such that the berm placed upon it is made at the proper finish grade and is fully and continuously supported by the pad. Said berm pad shall be included in the price of the berm in Item D of Section V of the bid form.
2. The Contractor shall remove all pre-existing materials as directed, furnish and install a suitable foundation, and place thereon a bituminous concrete berm as described in Section 470 of the Massachusetts Standard Specifications and as directed by the Engineer. Any/all materials deemed to be unsuitable shall be removed and disposed of by the Contractor at no additional cost to the City.

O. HANDICAP ACCESS RAMP REQUIREMENTS

1. The work shall consist of removing existing sidewalk areas and/or curbing or edging and constructing handicap access ramps. Material specifications and construction methods shall be in accordance with Section 701.61 of the Massachusetts Standard Specifications, or as directed by the Engineer. All installations of handicap access ramps shall comply with the dimensional requirements established under the Americans with Disabilities Act (A.D.A.) regulations and the Massachusetts Architectural Access Board. The Contractor shall also be held responsible for strict compliance with M.G.L. Chapter 22, Section 13A, 521 CMR, of the Architectural Barriers Act (site requirements). At locations where granite radius stone exists and handicap access ramps are to be constructed, the granite radius stone shall be adjusted to flush finished pavement along the entire exterior perimeter of the ramp. In all cases, the thickness of the cement concrete within the ramp area shall be no less than six inches (6").

2. Reinforcement shall be provided for all cement concrete handicap access ramps. The reinforcing shall be a six inch by six inch (6" x 6") grid of number ten gauge (#10) wire mesh placed one and one half inches (1-1/2") below the finished grade. The wire mesh shall be furnished in sheets.
3. All handicap ramp access points shall have a "Handicap Ramp Insert" (truncated dome panel) as established under A.D.A. regulations, placed perpendicular to the direction of pedestrian flow. The inserts shall be sized 5' x 2'. Placement of these inserts shall be compensated in accordance with Item IV-C of the bid form. The color of such inserts shall be dictated by the Engineer and may be site specific.
4. Any/all work relative to the installation of handicap access ramps which creates a difference in grade shall be addressed as directed by the Engineer and compensated as described herein.

FORM OF GENERAL BID/CERTIFICATE AS TO CORPORATE BIDDER

(please print or type all data except signatures)

Proposal of:

(company) D&R General Contracting, Inc.
hereinafter called "Bidder"

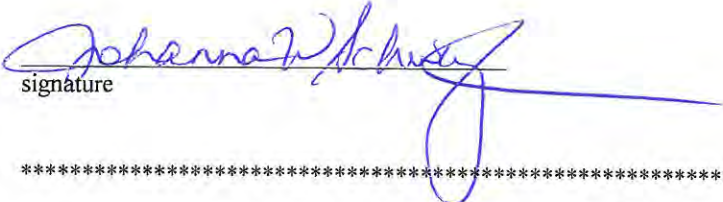
The bidder submits his/her bid as:

- ☒ a corporation, organized and existing under the general laws of the state of Massachusetts .
☐ a joint venture
☐ a partnership
☐ an individual doing business as _____

FOR CORPORATE BIDDERS ONLY

I, Johanna Schwartz, certify that I am the (title) Clerk of the corporation named as the bidder in the attached Bid Form; that Robert A. Rotondi who signed said Bid Form on behalf of the Bidder, was then President of said corporation; that I knew his signature; that his signature thereto is genuine and said Bid Form was duly signed, sealed and executed for and on behalf of said corporations by authority of its governing body.


Corporation seal


signature

April 1, 2019
date

The bidder acknowledges and understands the following addenda:

No. 1 Dated: 3/29/19
No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____


Signature

Robert A. Rotondi, President
Title

April 1, 2019
Date

D&R General Contracting, Inc.

Company

REFERENCES

(please print or type all data except signatures)

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 40 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows (attach supplementary list if necessary).

Robert A. Rotondi, President 67 Orchard Lane, Melrose, MA 02176

3. The bidder is requested to state below the names of at least five (5) public agencies within thirty (30) miles of Melrose where similar work has been completed. (Add supplementary pages if necessary.)

	NAME	ADDRESS	CONTACT NAME	PHONE #
1.	<u>Please see attached</u>			
2.	_____			
3.	_____			
4.	_____			
5.	_____			
6.	_____			
7.	_____			
8.	_____			
9.	_____			
10.	_____			


Signature

Robert A. Rotondi, President
Title

April 1, 2019
Date

D&R General Contracting, Inc.
Company

CERTIFICATE OF NON-COLLUSION & TAX PAYMENT/RETURN CERTIFICATION

(Please print or type all data except signatures)

Bank Reference

Robert Kershaw
(Name)
Cambridge Savings Bank
(Bank)
1374 Massachusetts Avenue, Cambridge, MA 02138
(Address)
617-441-7048
(Telephone No.)

Pursuant to M.G.L. Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and in doing so acknowledge that any taxes shall be considered as being covered by the foregoing description as of the date of signing of this document, which is April 1, 2019.

The undersigned hereby certifies 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.

The undersigned certifies under 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.


Date: April 1, 2019

(SEAL – if bid is by
a corporation)

04-2635094

* Social Security No. (voluntary)
or Federal Identification Number

Respectfully submitted:

By: 
(Signature)

Robert A. Rotondi
(Name-Typed or Printed)

President
(Title)

D&R General Contracting, Inc.
(Business Name)

732 Newburyport Turnpike
(Business Address)

Melrose, MA 02176
(City and State)

781-321-7772
(Telephone Number)

* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Law, chapter 62C, section 49A.

BID FORM PRICE PAGE

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All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

I. ROADWAY RECONSTRUCTION: Rolled in Place Bituminous Materials

A. Class I Bituminous Concrete Base Course, Type I-1... *Furnished and Installed*

Applied per Massachusetts Standard Specifications Section 420 by machine and placed in separate courses for a compacted minimum depth of four inches (4") per course.

<u>Seventy Dollars</u>	\$ <u>70.00</u> per ton	Est. Quantity 50 tons	Cost \$ <u>3,500.00</u>
(Show amount in writing and in figures)			

B. Class I Bituminous Concrete Binder Course, Type I-1.....*Furnished and Installed*

Applied per Massachusetts Standard Specifications Section 460 by machine and placed in separate courses for a compacted minimum depth of two and one half inches (2 1/2") material per course.

<u>Ninety-Seven Dollars</u>	\$ <u>97.00</u> per ton	Est. Quantity 1,800 tons	Cost \$ <u>174,600.00</u>
(Show amount in writing and in figures)			

C. Class I Dense Binder Course, Type I-1.....*Furnished and Installed*

Applied per Massachusetts Standard Specifications Section 462 by machine and placed in separate courses for a compacted minimum depth of two and one half inches (2 1/2") material per course.

<u>Ninety-Seven Dollars</u>	\$ <u>97.00</u> per ton	Est. Quantity 250 tons	Cost \$ <u>24,250.00</u>
(Show amount in writing and in figures)			

D. Class I Bituminous Concrete Top Course, Type I-1..... *Furnished and Installed*

Applied per Massachusetts Standard Specifications Section 460 by machine and placed in separate courses for a compacted minimum depth of one and one half inches (1 1/2") material per course.

<u>One Hundred Ten Dollars</u>	\$ <u>110.00</u> per ton	Est. Quantity 2,000 tons	Cost \$ <u>220,000.00</u>
(Show amount in writing and in figures)			

E. SUPERPAVE Hot Mix Asphalt Top Course..... *Furnished and installed*

Applied per Massachusetts Standard Specifications Section 455 by machine and placed in separate courses for a compacted minimum depth of one and one half inches (1 1/2") material per course.

<u>One Hundred Ten Dollars</u>	\$ <u>110.00</u> per ton	Est. Quantity 500 tons	Cost \$ <u>55,000.00</u>
(Show amount in writing and in figures)			

BID FORM PRICE PAGE

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F. Class I Bituminous Concrete Leveling Course, Type I-1..... Furnished and Installed

Applied per Massachusetts Standard Specifications Section 460 as specified herein.

One Hundred Dollars	\$ 100.00	per ton	Est. Quantity 100 tons	Cost \$ 10,000.00
(Show amount in writing and in figures)				

G. Keyways

All keyways shall be made across the full width of the roadway as indicated and marked by the City Engineer. All keyway cuts shall be no greater than four inches (4") in width and three inches (3") in depth. All debris resulting from the work shall be cleaned up, removed from site and properly disposed of by the contractor.

Four Dollars	\$ 4.00	per linear foot	Est. Quantity 900 l.f.	Cost \$ 3,600.00
(Show amount in writing and in figures)				

H. Hand Work

Handwork associated with and not limited to driveway approaches, street intersections, gutters, drip-edge berms, handicapped approach slopes, is deemed accessory to this Contract. The Contractor, accompanied by the City Engineer, shall inspect project area not later than 48 hours before the scheduled paving operation. The Contractor shall immediately notify the Engineer where the existing site conditions present a situation where typical handwork has been exceeded. All areas will be approved by the Engineer.

The Contractor shall furnish adequate manpower at the project site to perform any and all necessary handwork as requested by the Engineer within the paving project area as provided for under section 460.63, section 460.64 compaction paragraph 15, of the Massachusetts Standard Specifications for Highways and Bridges, and for any transitional work which may be required by the Engineer. In the event of unusual or extraordinary quantities of paving handwork as described above, the Contractor shall be paid the following.

One Hundred Sixty Dollars	\$ 160.00	per ton	Est. Quantity 90 tons	Cost \$ 14,400.00
(Show amount in writing and in figures)				

I. Fine Grading

At the direction of the Engineer, fine grading (outside the pulverization process) shall be performed in accordance with the Massachusetts Standard Specifications for Highways and Bridges, section 170 (11.1) and will be compensated as follows:

Five Dollars	\$ 5.00	per s.y	Est. Quantity 100 s.y.	Cost \$ 500.00
(Show amount in writing and in figures)				

J. Cobblestone Removal

For the removal and disposal of cobblestones encountered during the pulverization process as specified herein and as directed by the Engineer or his designee:

Five Dollars	\$ 5.00	per sq. ft.	Est. Quantity 800 sq. ft.	Cost \$ 4,000.00
(Show amount in writing and in figures)				

BID FORM PRICE PAGE

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TOTAL BID SECTION I (Items A-J): \$ 509,850.00

II. ROADWAY RECONSTRUCTION PROCESS ITEMS:

A. To Pulverize, Grade and Compact as specified herein:

<u>Seven Dollars Fifty Cents</u>	\$ <u>7.50</u> per sq. yd.	Est. Quantity 7,500 sq. yd.	Cost \$ <u>56,250.00</u>
(Show amount in writing and in figures)			

B. To Mechanically Cold Plane up to (2") as specified herein:

<u>Six Dollars Fifty Cents</u>	\$ <u>6.50</u> per sq. yd.	Est. Quantity 15,000 sq. yd.	Cost \$ <u>97,500.00</u>
(Show amount in writing and in figures)			

C. To "excavate" and "prep" existing *paved (settled/deteriorated)* utility trench or roadway section excavation; and Place Binder Course (2 1/2") and Top Course (1 1/2") for the purpose of repairing utility trenches as specified herein (bid item to include any gravel required and removal of all excess material from site):

<u>Sixty Dollars</u>	\$ <u>60.00</u> per sq. yd.	Est. Quantity 300 sq. yd.	Cost \$ <u>18,000.00</u>
(Show amount in writing and in figures)			

TOTAL BID SECTION II (Items A-C): \$ 171,750.00

BID FORM PRICE PAGE

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All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

III. CASTING ADJUSTMENTS/REPLACEMENTS

A. For Lowering & Plating Castings (Pulverization/Excavation) - for obtaining location ties, lowering, plating and backfilling manholes and catch basins as specified herein:

<u>Three Hundred Dollars</u>	\$ <u>300.00</u> per structure	Est. Quantity 40 ea.	Cost \$ <u>12,000.00</u>
(Show amount in writing and in figures)			

B. For Lowering & Plating Castings (Pulverization/Excavation) - for obtaining location ties, lowering, plating and backfilling water gate boxes:

<u>Two Hundred Fifty Dollars</u>	\$ <u>250.00</u> per structure	Est. Quantity 25 ea.	Cost \$ <u>6,250.00</u>
(Show amount in writing and in figures)			

C. For Rebuilding and/or Adjusting Castings as directed by the Engineer - for rebuilding and/or adjusting manholes and catch basins as specified herein:

<u>Three Hundred Twenty-Five</u>	\$ <u>325.00</u> per structure	Est. Quantity 40 ea.	Cost \$ <u>13,000.00</u>
(Show amount in writing and in figures)			

D. For Rebuilding and/or Adjusting Castings as directed by the Engineer - for rebuilding and/or adjusting water gate boxes as specified herein:

<u>Two Hundred Fifty Dollars</u>	\$ <u>250.00</u> per structure	Est. Quantity 25 ea.	Cost \$ <u>6,250.00</u>
(Show amount in writing and in figures)			

E. For Excess Rebuild Work per Vertical Foot as specified herein:

**after first three courses of brick

<u>Two Hundred Fifty Dollars</u>	\$ <u>250.00</u> per vertical foot	Est. Quantity 30 vf	Cost \$ <u>7,500.00</u>
(Show amount in writing and in figures)			

F. For Furnishing and Installing Castings as directed by the Engineer - for furnishing and installing to grade manhole and catch basin frames and covers/grates as specified herein; note that adjustments of castings upon installation are included in this item. Future adjustments, when directed by the Engineer, would be paid using Item III-C.:

<u>Eight Hundred Dollars</u>	\$ <u>800.00</u> per structure	Est. Quantity 30 ea.	Cost \$ <u>24,000.00</u>
(Show amount in writing and in figures)			

BID FORM PRICE PAGE

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All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

G. For Furnishing and Installing Castings as directed by the Engineer - for furnishing and installing to grade water gate boxes as specified herein; note that adjustments of castings upon installation are included in this item. Future adjustments, when directed by the Engineer, would be paid using Item III-D:

Three Hundred Dollars	\$ 300.00	per structure	Est. Quantity 25 ea.	Cost \$ 7,500.00
(Show amount in writing and in figures)				

CASTING ADJUSTMENT IN THE SIDEWALK AREA:

H. For adjusting large castings (catch basins & manholes) as required, to new grade of sidewalk, the sum of:

Three Hundred Twenty-Five Dollars	\$ 325.00	per structure	Est. Quantity 5 ea.	Cost \$ 1,625.00
(Show amount in writing and in figures)				

I. For adjusting small castings (water shutoff boxes) in the sidewalk or grass strip area as required, to new grade of sidewalk, the sum of:

One Hundred Twenty-Five Dollars	\$ 125.00	per structure	Est. Quantity 100 ea.	Cost \$ 12,500.00
(Show amount in writing and in figures)				

J. For Furnishing and Installing Structures in the Sidewalk Area - for furnishing and installing/setting manholes in the sidewalk area to grade as specified herein:

Eight Hundred Dollars	\$ 800.00	per structure	Est. Quantity 15 ea.	Cost \$ 12,000.00
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K. For Furnishing and Installing Structures in the Sidewalk Area - for furnishing and installing/setting water gate boxes in the sidewalk area to grade as specified herein:

Three Hundred Dollars	\$ 300.00	per structure	Est. Quantity 25 ea.	Cost \$ 7,500.00
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TOTAL BID SECTION III (Items A - K): \$ 110,125.00

BID FORM PRICE PAGE

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All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

IV. CEMENT CONCRETE/BITUMINOUS CONCRETE SIDEWALK, DRIVEWAY AND RAMP CONSTRUCTION/REPAIR

A. For Removing Existing Cement Concrete Sidewalk, including Excavation and Disposal of Unsuitable Material(s) and Replacement with new 4" Cement Concrete Sidewalk as described herein, the Sum of:

<u>Ninety-Five Dollars</u>	\$ <u>95.00</u> per sq. yd.	Est. Quantity 1,800 sq. yd.	Cost \$ <u>171,000.00</u>
(Show amount in writing and in figures)			

B. For Removing Existing Cement Concrete Driveway or Handicap Ramp, including Excavation and Disposal of Unsuitable Material(s) and Replacement with new 6" Reinforced Cement Concrete as described herein, the Sum of:

<u>One Hundred Twenty-Five Dollars</u>	\$ <u>125.00</u> per sq. yd.	Est. Quantity 750 sq. yd.	Cost \$ <u>93,750.00</u>
(Show amount in writing and in figures)			

C. For furnishing and installing Truncated Dome Surface panels at handicap ramp openings, as directed by the Engineer, the Sum of:

<u>One Hundred Fifty Dollars</u>	\$ <u>150.00</u> ea.	Est. Quantity 40 panels (ea.)	Cost \$ <u>6,000.00</u>
(show amount in writing and in figures)			

D. In preparation for pulverization, remove existing cement or bituminous concrete driveway from gutter to property line, and install gravel base to match existing grade, then after pulverization, remove excess gravel as required to meet newly established binder grade, including excavation and disposal of excess material as described herein, the Sum of:

<u>Seventy-Five Dollars</u>	\$ <u>75.00</u> per sq. yd.	Est. Quantity 500 sq. yd.	Cost \$ <u>37,500.00</u>
(show amount in writing and in figures)			

E. For removal of existing concrete or bituminous sidewalk and replacement with three (3") inches of loam, including excavation and disposal of unsuitable materials as described herein, the Sum of

<u>Twenty Dollars</u>	\$ <u>20.00</u> per sq. yd.	Est. Quantity 50 sq. yd.	Cost \$ <u>1,000.00</u>
-----------------------	-----------------------------	-----------------------------	----------------------------

F. For laying TWO COURSE Bituminous Concrete Sidewalks, including removal as required, excavation and disposal of present surfaces, unsuitable base material as described herein, and installation of 6" compacted processed gravel base, the sum of:

<u>Seventy-Five Dollars</u>	\$ <u>75.00</u> per sq. yd.	Est. Quantity 350 sq. yd.	Cost \$ <u>26,250.00</u>
(Show amount in writing and in figures)			

G. For laying SINGLE COURSE Bituminous Concrete Sidewalks, over present sidewalks & driveways, sum of:

<u>Twenty-Five Dollars</u>	\$ <u>25.00</u> per sq. yd.	Est. Quantity 80 sq. yd.	Cost \$ <u>2,000.00</u>
(Show amount in writing and in figures)			

TOTAL BID SECTION IV (Items A-G): \$ 337,500.00

BID FORM PRICE PAGE

page 7/9

All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

V. APPURTENANT WORK – CURBING AND BERM:

A. For furnishing and setting straight granite edgestone as directed, the sum of:

<u>Fifty-Seven Dollars Fifty Cents</u>	\$ <u>57.50</u> per ln. ft.	Est. Quantity 1,000 ln. ft.	Cost \$ <u>57,500.00</u>
(Show amount in writing and in figures)			

B. For furnishing and setting radial granite edgestone as directed, the sum of:

<u>Sixty-Five Dollars</u>	\$ <u>65.00</u> per ln. ft.	Est. Quantity 300 ln. ft.	Cost \$ <u>19,500.00</u>
(Show amount in writing and in figures)			

C. For removing and resetting (R & R) existing granite edgestone as directed, the sum of:

<u>Thirty-Five Dollars</u>	\$ <u>35.00</u> per ln. ft.	Est. Quantity 2,000 ln. ft.	Cost \$ <u>70,000.00</u>
(Show amount in writing and in figures)			

D. For placing 6" Asphalt Berm, as described herein, the sum of:

<u>Twenty Dollars</u>	\$ <u>20.00</u> per ln. ft.	Est. Quantity 400 ln. ft.	Cost \$ <u>8,000.00</u>
(Show amount in writing and in figures)			

E. For furnishing and setting new granite corner blocks, the sum of:

<u>Three Hundred Dollars</u>	\$ <u>300.00</u> each.	Est. Quantity 50 blocks	Cost \$ <u>15,000.00</u>
(Show amount in writing and in figures)			

F. For removing and resetting existing granite driveway corner blocks, in the sum of:

<u>One Hundred Twenty-Five Dollars</u>	\$ <u>125.00</u> each	Est. Quantity 30 blocks	Cost \$ <u>3,750.00</u>
(Show amount in writing and in figures)			

TOTAL BID SECTION V (Items A-F): \$ 173,750.00

BID FORM PRICE PAGE

page 8/9

All quantities are estimated. No guarantees are made for the amount of work to be done. Estimated quantities are for bid comparison only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity to be purchased. The bidder certifies he/she has thoroughly examined the sites of the proposed work and the contract specifications and agrees to furnish all labor, materials, tools and equipment necessary to complete the work in accordance with these specifications at the following prices.

VI. PROJECT AREA OPTIONAL SERVICES: The following optional services shall only be provided with written approval by the Engineer prior to commencement of any work beyond that covered by the base Contract.

A. Excavation and disposal of unsuitable materials including the furnishing, placement, grading, and compaction of gravel borrow as required to meet grade.

<u>Seventy Dollars</u>	\$ <u>70.00</u> per c.y.	Est. Quantity 50 c.y.	Cost \$ <u>3,500.00</u>
(Show amount in writing and in figures)			

B. Cutting of granite curbing (in place) by approved mechanical means (saw).

<u>Fifty Dollars</u>	\$ <u>50.00</u> per cut	Est. Quantity 40 cuts	Cost \$ <u>2,000.00</u>
(Show amount in writing and in figures)			

C. Repair of Bituminous Concrete Driveway / Walkway Transition above and beyond the 24" transition area covered under the base contract.

<u>Seven Dollars</u>	\$ <u>7.00</u> per s.f.	Est. Quantity 1,500 s.f.	Cost \$ <u>10,500.00</u>
(Show amount in writing and in figures)			

D. Repair of landscaped lawn transition above and beyond the 24" transition area covered under the base contract.

<u>Five Dollars</u>	\$ <u>5.00</u> per s.f.	Est. Quantity 5,000 s.f.	Cost \$ <u>25,000.00</u>
(Show amount in writing and in figures)			

E. Repair of Cement Concrete Driveway/Walkway Transition above and beyond the 24" transition area covered under the base contract.

<u>Twenty Dollars</u>	\$ <u>20.00</u> per s.f.	Est. Quantity 750 s.f.	Cost \$ <u>15,000.00</u>
(Show amount in writing and in figures)			

Stump removal and disposal by mechanical means. (borrow gravel fill covered under 17 above).

F. Up to 18" caliper

<u>Five Hundred Dollars</u>	\$ <u>500.00</u> each	Est. Quantity 5 stumps	Cost \$ <u>2,500.00</u>
(Show amount in writing and in figures)			

G. 18.01" to 36" caliper

<u>One Thousand Dollars</u>	\$ <u>1,000.00</u> each	Est. Quantity 5 stumps	Cost \$ <u>5,000.00</u>
(Show amount in writing and in figures)			

H. Bradley Heads Conversions, as directed by the Engineer.

<u>Three Thousand Dollars</u>	\$ <u>3,000.00</u> each	Est. Quantity 4 structures	Cost \$ <u>12,000.00</u>
(Show amount in writing and in figures)			

BID FORM PRICE PAGE

page 9/9

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I. Mobilization/Demobilization Fee - for instances where the City directs the Contractor to schedule paving only on any single work day where the estimated yield of bituminous concrete binder or top course is less than a total of 350 tons. This amount shall not be admissible for any other work as described herein, or in the case where work is suspended in any way due to equipment failure, Contractor's modification to the work schedule, or unforeseen inclement weather.

	Est. Quantity	Cost
Five Thousand Dollars \$ 5,000.00 each	2 (each)	\$ 10,000.00
(Show amount in writing and in figures)		

TOTAL BID SECTION VII (Items A-I): \$ 85,500.00

BID TOTALS:

(Based on Estimated Quantities)

BID ITEM I	Rolled in Place Bituminous Materials (Items A-J)	\$ 509,850.00
BID ITEM II	Roadway Reconstruction Process (Items A-C)	\$ 171,750.00
BID ITEM III	Casting Adjustments/Replacements (Items A-K)	\$ 110,125.00
BID ITEM IV	Sidewalk, Driveway, Ramp Re-Construction/Repair (Items A-G)	\$ 337,500.00
BID ITEM V	Appurtenant Work – Curbing & Berm (Items A-F)	\$ 173,750.00
BID ITEM VI	Project Area Optional Services (Items A-I)	\$ 85,500.00

TOTAL BID VALUE \$ 1,388,475.00
(Sum of Bid Items I-VI above)

I hereby certify that the prices shown in the above bid sheets shall be honored through the duration of the Contract.
(April 1, 2019 through March 31, 2020)


Signature

Robert A. Rotondi, President
Title

April 1, 2019
Date

D&R General Contracting, Inc.
Company Name

732 Newburyport Turnpike, Melrose, MA 02176
Company Address

The City of Melrose reserves the right to accept, reject and/or extend any bid in whole or in part if it is in the best interest of the City to do so. In the event of errors on the bid form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the correct mathematical product of the unit prices and the listed quantities. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

PERFORMANCE BOND
MASSACHUSETTS PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS, that we

D&R General Contracting, Inc.

a Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at **732 Newburyport Turnpike, Melrose, MA, 02176** as Principal and **Western Surety Company, 151 North Franklin St., Chicago, IL 60606**

a corporation qualified to do business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto **City of Melrose , 562 Main Street, Melrose, MA 02176**

(“Obligee”), in the sum of **One Million Three Hundred Eighty-eight Thousand Four Hundred Seventy-five And** Dollars (**\$1,308,475.00**) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made a contract with the Obligee bearing the date of _____ for **City-Wide Roadway and Bituminous and Concrete Sidewalk Reconstruction Services; #4598899**


which Contract is attached hereto and, together with all of the Contract Documents referred to therein is, incorporated herein by this reference and is referred to herein as the Contract.

NOW THE CONDITION of this obligation is such that if the Principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty or warranty required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to the Contract that may hereafter be made, notice to the Surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and effect.


WHENEVER the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Surety hereby further agrees that the Surety shall, if requested by the Obligee, promptly complete the Contract in accordance with its terms and conditions.

In witness whereof we hereunto set our hands and seals this _____ day of _____, _____.

D&R General Contracting, Inc.

By:  (Seal)
ROBERT A. ROTONDI, PRESIDENT
Title

Western Surety Company

Surety
By:  (Seal)
Adam W. DeSanctis, Attorney-in-Fact

Surety Agent: DeSanctis Insurance Agency, Inc.
Address: 100 Unicorn Park Dr., Woburn, MA 01801
Telephone: 781-935-8480

LABOR AND MATERIAL PAYMENT BOND
MASSACHUSETTS PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS, that we

D&R General Contracting, Inc.

a Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at **732 Newburyport Turnpike, Melrose, MA, 02176** as Principal and **Western Surety Company, 151 North Franklin St., Chicago, IL 60606**

_____ a corporation qualified to do business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto **City of Melrose , 562 Main Street, Melrose, MA 02176**

_____ ("Obligee"), in the sum of **One Million Three Hundred Eighty-eight Thousand Four Hundred Seventy-five And** Dollars (**\$1,388,475.00**) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made a contract with the Obligee bearing the date of _____ for **City-Wide Roadway and Bituminous and Concrete Sidewalk Reconstruction Services; #4598899**

_____ which Contract is attached hereto and, together with all of the Contract Documents referred to therein is, incorporated herein by this reference and is referred to herein as the Contract.

NOW THE CONDITION of this obligation is such that is the Principal shall pay for all labor performed or furnished and for all materials used or employed in the Contract and in any and all duly organized modifications, alterations, extensions of time, changes or additions to the Contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A as amended, and Chapter 149, Section 29, as amended, which provisions are hereby incorporated in this bond, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In witness whereof we hereunto set our hands and seals this ____ day of _____, ____.

D&R General Contracting, Inc.

By: Robert A. Rotondi (Seal) ^{Principal}

ROBERT A. ROTONDI, PRESIDENT
Title

Western Surety Company

By: Adam W. DeSanctis (Seal) ^{Surety}
Adam W. DeSanctis, Attorney-in-Fact

Surety Agent: DeSanctis Insurance Agency, Inc.
Address: 100 Unicorn Park Dr., Woburn, MA 01801
Telephone: 781-935-8480

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

Gregory D Juwa, Richard F Caruso, James J Axon, Michael F Carney, Wilder Parks Jr, Michael T Gilbert, Adam W DeSanctis, Christine B Gallagher, Bryan F Juwa, Paul A Patalano, David A Boutiette, Rebecca Shanley, Jonathan E Duggan, Jordan J Tirone, Individually

of Woburn, MA, 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 10th day of April, 2019.



WESTERN SURETY COMPANY

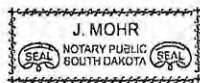
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of April, 2019, 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, 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 day of .



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

D&RGE-2

OP ID: CD

DATE (MM/DD/YYYY)

05/21/2019

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 DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): 781-935-8480 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co INSURER B: Great American Insurance INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 781-933-5645 NAIC # 21415 16691
INSURED D&R General Contracting Inc. D&R Paving, LLC 732 Newburyport Turnpike Melrose, MA 02176		

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	ADD'L 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		5B97756	01/01/2019	01/01/2020	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 - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/2M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		5Z8057820	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ INCLUDED
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		TUU17399202	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	5H9775620 MA	01/01/2019	01/01/2020	<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)

"ADDITIONAL INSURED'S LIMITS ARE NO GREATER THAN THOSE REQUIRED BY WRITTEN CONTRACT" Citywide Roadway & Bituminous Concrete Sidewalks & Reconstruction Services; 4598899; City of Melrose is additional insured as respects to the GL policy.

CERTIFICATE HOLDER

MELRO-1

City of Melrose
562 Main Street
Melrose, MA 02176

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

Christine B Gallagher

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D&RGE-2

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2019

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
DeSanctis Insurance Agcy, Inc.
100 Unicorn Park Drive
Woburn, MA 01801

CONTACT

NAME:

PHONE
(A/C, No, Ext): 781-935-8480

FAX

(A/C, No): 781-933-5645

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Casualty Co

21415

INSURER B: Great American Insurance

16691

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
D&R General Contracting Inc.
D&R Paving, LLC
732 Newburyport Turnpike
Melrose, MA 02176

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5B97756	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/2M
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT LOC OTHER					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS		5Z8057820	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ INCLUDED
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE		TUU17399202	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	5H9775620 MA	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

"ADDITIONAL INSURED LIMITS ARE NO GREATER THAN THOSE REQUIRED BY WRITTEN CONTRACT" Citywide Roadway & Bituminous Concrete Sidewalks & Reconstruction Services; 4598899; City of Melrose is additional insured as respects to the GL policy.

CERTIFICATE HOLDER

CANCELLATION

MELRO-1

City of Melrose
562 Main Street
Melrose, MA 02176

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

SIGNATURE PAGE

I/We the undersigned as bidder declare that I/we have read and understand the scope of work and conditions of this Contract. Further, I/we propose and agree to supply the material and services as specified in the Contract Documents in the manner therein provided and in accordance with the requirements of the Engineer and Director of Public Works as herein set forth. I/we will accept the prices quoted herein as full compensation therefor.

The contract expires on: March 31, 2020

{PLEASE PRINT OR TYPE ALL INFORMATION EXCEPT SIGNATURE(S)}

For the CONTRACTOR

D&R General Contracting, Inc.
Company Name

732 Newburyport Turnpike
Street Address

Melrose MA 02176
City or Town State Zip

781-321-7772
Company Phone No(s)

ricka@drpaving.com
Company Email

_____, President
Signature & Title

Robert A. Rotondi, President
Please print or type name & title

Date: April 1, 2019

CITY OF MELROSE

John V. Scenna, Director of Public Works

Date: 5/23/19

Gail Infurna, Mayor

Date: 6/18/19

Elena Proakis Ellis, P.E., City Engineer

Date: Robert A. Rotondi

I hereby certify that an Appropriation for this purpose has been made.

Patrick Dello Russo, City Auditor

Date: 6/18/19

- ① Center rd
- ② Pond Road
- ③ Complete Streets
- ④ Heavy Science Repairs

SUBMIT THIS PAGE IN TRIPLICATE



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: City of Melrose
Contract Number: **City/Town:** MELROSE
Description of Work: Annual Roads and Sidewalks Reconstruction and replacement work.
Job Location: Various locations through out the city

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



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS
Administration & Engineering-Water-Sewer-Facilities
Park & Forestry-Highway-Sanitation-Cemetery-Fleet

Elena Proakis Ellis, P.E., BCEE
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4172
Fax - (781) 662-6873
E-mail: eproakis@cityofmelrose.org

February 3, 2020

Mr. Robert Rotondi
D&R General Contracting, Inc.
732 Newburyport Turnpike
Melrose, MA 02176

**Re: Citywide Roadway & Bituminous and Concrete Sidewalks Reconstruction Services
Contract Extension 2020-2021 (Year 2) Renewal**

Dear Mr. Rotondi:

Please accept this letter is your notice of the City's intention to renew your Contract for the year 2020 - 2021 under the prices, terms and conditions of the Citywide Roadway & Bituminous and Concrete Sidewalks Reconstruction Services contract. The term of the original Contract was for one year beginning on April 1, 2019 and ending March 31, 2020. This will be the first extension and will continue the Contract from **April 1, 2020 through March 31, 2021.**

As noted in the original Contract:

- Renewal is at the option of the City,
- The City reserves the sole right not to renew this Contract, for any reason.
- Renewal is subject to appropriation. The contract is subject to two, year-long renewals with the duration of the contract not to exceed three years. This extension will be the first of the two possible extensions. Price adjustments for bituminous material, fuel, and cement will be provided as necessary.

Please indicate your intention to accept or not to accept the renewal below and return to this office by **Monday, February 24, 2020.**

Sincerely,

Elena Proakis Ellis, P.E.
City Engineer

The Contractor ACCEPTS ☒ DOES NOT ACCEPT ☐ the 2020 - 2021 renewal of the Contract

By: Robert A. Rotondi
(Contractor's Authorized Signature)

President
(Title)

1/30/2020
(Date)

Cc: Richard Stinson, Interim Director of Public Works

CITY OF MELROSE PUBLIC WORKS DEPARTMENT

SPECIFICATION & CONTRACT DOCUMENTS

2018 - 2019

SUPPLYING SIGN MATERIALS

Annual Material Supply Contract



John V. Scenna
Director of Public Works
Elena Proakis Ellis, P.E.
City Engineer



INVITATION TO BID

SEALED BIDS WILL BE RECEIVED FOR:

SUPPLYING SIGN MATERIALS

AT THE

ENGINEERING DIVISION OFFICE

OF THE MELROSE PUBLIC WORKS DEPARTMENT

LOCATED ON THE GROUND FLOOR OF MELROSE CITY HALL

562 MAIN STREET

MELROSE, MASSACHUSETTS 02176

UNTIL

WEDNESDAY, OCTOBER 31, 2018

@ 11:00 A.M.

AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED AND READ ALOUD.

BID SPECIFICATIONS SHALL BE MADE AVAILABLE IN THE PUBLIC WORKS ENGINEERING DIVISION OFFICE ON THE GROUND FLOOR OF CITY HALL AFTER 10:00 A.M. ON

FRIDAY, OCTOBER 12, 2018

Questions can be directed to Amy Heidebrecht via email at aheidebrecht@cityofmelrose.org.

THE CITY OF MELROSE RESERVES THE RIGHT TO REJECT, ACCEPT AND/OR EXTEND ANY/ALL BIDS IF FOUND TO BE IN THE BEST INTEREST OF THE CITY.

John V. Scenna

Director of Public Works

Elena Proakis Ellis, P.E., BCEE

City Engineer

Section 1 ----- GENERAL INFORMATION

1.01 BID PROPOSALS

All bids must be presented on the proposal sheets furnished herein. Special attention shall be observed with regard to the requirements contained herein, and all documentation required shall be included with the bid information. The envelope containing the bid must be sealed and clearly marked:

“Sealed Bid Proposal: Supplying Sign Materials”

All sealed bids shall be received at the Engineering Division office of the Public Works Department located at City Hall, 562 Main Street, Melrose, MA 02176 prior to the scheduled date and time of the opening. Any bids received after the specified time shall be considered informal and will be rejected. The City of Melrose reserves the right to accept or reject any or all bids deemed to be in the best interest of the City.

Questions related to the bid request may be directed in writing to:

Amy Heidebrecht, Melrose Engineering Division - aheidebrecht@cityofmelrose.org

No questions shall be answered verbally, and all questions must be submitted at least four days prior to the scheduled bid opening date.

1.02 PERFORMANCE OF WORK

It is agreed that the Contractor shall not assign or sublet this Contract or any right he may have under this Contract, including having any portion thereof performed by Subcontractors, unless the written permission of the City shall first be procured, but such consent or permission of the City and subletting shall not in any way alter or diminish the obligation of the Contractor for the full performance or observance of the terms or conditions of this Contract. The Contractor shall constantly be held responsible for the supervision of all work performed under this Contract.

1.03 FAILURE TO PERFORM

In the case of failure on the part of the Contractor to perform the work as per the Contract, the Director of Public Works or his designee reserves the right to terminate the Contract and to perform or have performed any remaining work, and he will collect from or credit to the Contractor any difference in price paid by the City as a direct result of such failure in performance on the part of the Contractor. Exercise of the above rights shall not impair or affect the City's right to recover damages for breach of contract, whether by suit on the Contract or on the bond securing it, if applicable. Neither the City nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective date. In this clause, "event of Force Majeure" means an event beyond the control of the Contractor and the City which prevents a party from complying with any of its obligations under this Contract, which includes strikes, acts of war, acts of terrorism, and/or natural disasters.

1.04 CONTRACT TERM

The term of this Contract shall be for one year, beginning **November 1, 2018** and ending **October 31, 2019**, and shall be subject to two one-year extensions at the option of the City.

Should the City exercise its option to renew the Contract, a written preliminary notice will be sent to the Contractor 30 days prior to the expiration date of the Contract. Such preliminary notice will not be deemed to commit the City to renew.

Within 30 days of notice, The Contractor will be required to provide a signed agreement honoring any/all existing requirements and unit bid prices as provided to the City under the pre-existing agreement.

- The City reserves the right not to renew this Contract at its sole option, for any reason.
- Renewal is subject to appropriation.

Should the City exercise its option for renewal, the Contract as renewed shall be deemed to include this option provision except that the total duration of this Contract, including any renewals, shall not exceed three years.

SECTION 2 ----- GENERAL REQUIREMENTS

- 2.01 Bid prices shall include the cost of materials and delivery to the Melrose DPW City Yard, 72 Tremont Street, Melrose, MA or at a job site within the City as directed.
- 2.02 The City of Melrose does not bind itself to purchasing any specified amount or quantity and may terminate this agreement at any time if the City, by its Director of Public Works, may so decide, on 30 days' notice.
- 2.03 The City of Melrose reserves the right for any City Department to purchase using this Contract.
- 2.04 In case of failure on the part of the Contractor to make deliveries as per this agreement, the City of Melrose, acting through the Director of Public Works, reserves the right to terminate this Contract at any time upon written notice to the Contractor and without penalty.
- 2.05 All material furnished under this Contract shall be to the satisfaction of the Director of Public Works or his representative, who will in all cases determine the quality, amount, acceptability and fitness of the material provided under this Contract on the part of the Contractor. The Owner's determination and decision thereon shall be final and conclusive, and such determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.
- 2.06 All materials purchased under this Contract must be delivered within 14 calendar days from the date ordered.
- 2.07 The City of Melrose reserves the right to accept, reject and/or extend any/all bids deemed to be in the best interest of the City.

SECTION 3 ----- MATERIAL SPECIFICATIONS

- 3.01 All sign materials and sign faces must comply with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D. 2009) and revisions, in regard to size, shape, color, reflectorization, wording, and all other parameters. Materials for signs may vary as found in Section 2A-07, Retroreflectivity and Illumination, which states:

"There are many materials currently available for retroreflection and various methods currently available for the illumination of signs and object markers. New materials and methods continue to emerge. New materials and methods can be used as long as the signs and object markers meet the standard requirements for color, both by day and by night."

FORM OF GENERAL BID/CERTIFICATE AS TO CORPORATE BIDDER

(please type all data except signatures)

Proposal of:

(company) Perma-Line Corporation
hereinafter called "Bidder"

The bidder submits his/her bid as:

- ☒ a corporation, organized and existing under the general laws of the state of MA.
- ☐ a joint venture
- ☐ a partnership
- ☐ an individual doing business as _____

FOR CORPORATE BIDDERS ONLY

I, Raoul F. Borgatti Jr, certify that I am the (title) President of the corporation named as the bidder in the attached Bid Form; that Raoul F. Borgatti Jr who signed said Bid Form on behalf of the Bidder, was then President of said corporation; that I knew his signature; that his signature thereto is genuine and said Bid Form was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

Corporation seal

Raoul F. Borgatti Jr clerk
Signature

10.24.18
Date

The bidder acknowledges and understands the following addenda:

No. 1 _____	Dated: _____
No. 2 _____	Dated: _____
No. 3 _____	Dated: _____
No. 4 _____	Dated: _____

Signature

Date

Title

Company

**CERTIFICATE OF NON-COLLUSION &
TAX PAYMENT/RETURN CERTIFICATION**
(please type all data except signatures)

Bank Reference

Joe Tansey
(Name)
Rockland Trust
(Bank)
100 Belmont St Brockton, MA 02301
(Address)
781-982-6569
(Tel. No.)

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law and in doing so acknowledge that any taxes shall be considered as being covered by the foregoing description as of the date of signing of this document, which is

10/24/18

The undersigned hereby certifies 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.

The undersigned certifies under 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted:

Date: 10/24/18

By: 
(Signature)

(SEAL - if bid is by a corporation)

RAOUL F. BORCETT JR President
(Name-Typed or Printed)

President
(Title)

042-235-825
* Social Security No. (voluntary)
or Federal Identification Number

Perma-Line Corp
(Business Name)

PO Box 1022
(Business Address)

EASTON, MA. 02334
(City and State)

508-588-6240
(Telephone Number)

* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Law, chapter 62C, section 49A.

Bid Page

pg 1/1

I/we propose to furnish Sign Materials as specified in the preceding pages at the following cost:

SIZ	SHAPE	ALUM. BLANK	3M ENG. GR FACE ONLY	3M HI FACE ONLY	STD COMP. ENG. GR. M.U.T.C.D LEGEND	NON STD SIGNS COMP. ENG.	STD COMP HI M.U.T.C.D. LEGEND	NON STD SIGNS HI INTE	
24"	Octagon	9.89	3.88	6.68	17.64	19.44	27.64	35.64	
30"	Octagon	15.71	6.06	10.44	27.56	30.38	43.19	55.69	
24"	Diamond	10.38	3.88	6.68	17.64	19.44	27.64	35.64	
30"	Diamond	16.21	6.06	10.44	27.56	30.38	43.19	55.69	
30"	Square	16.21	6.06	10.44	27.56	30.38	43.19	55.69	
12" x 18"	Rectangle	3.89	1.46	2.51	6.62	7.29	10.37	13.37	
18" x 12"	Rectangle	3.89	1.46	2.51	6.62	7.29	10.37	13.37	
18" x 24"	Rectangle	7.79	2.91	5.01	13.23	14.58	20.73	26.73	
24" x 30"	Rectangle	12.97	4.84	8.34	21.97	24.29	34.55	44.55	
30" x 36"	Rectangle	14.97	7.37	12.53	29.97	33.71	51.83	66.83	
48" x 30"	Rectangle	19.97	9.91	16.71	32.87	41.71	69.10	89.10	
36" x 12"	Rectangle	5.97	2.91	5.01	13.23	14.58	20.73	26.73	
24" x 30"	Rectangle	12.97	4.84	8.34	21.97	24.29	34.55	44.55	
Sizes not listed per square foot:		2.60	.97	1.67	4.41	4.86	6.91	8.91	
COLUMN TOTAL(S)		153.42	62.61	107.31	268.85	302.62	443.99	572.49	TOTAL

	Unit Price, per each	Estimated Quantity	TOTAL	
For 9" Flat Street Sign, Diamond Grade, white/burgundy w/City Seal Decal:	34.49	80	2,759.20	A
Galvanized sign posts, 2 # x 10'. Steel, u-channel type	20.91	30	627.30	B.
Galvanized sign anchors, 2 # x 3' steel, u-channel type	9.24	30	277.20	C.
Galvanized sign posts, 1.75" x 10'. Steel, square type, perforated, black coated	42.42	40	1,696.80	D.
Galvanized sign anchors, 2 # x 3' steel, square type	12.53	40	501.20	E.
Decorative cap for 2" Steel sign posts, square type	1.89	40	75.60	F.
Total Price for Signs			1911.29	G
Total Bid Price, Sum of A through G*			7,848.59	

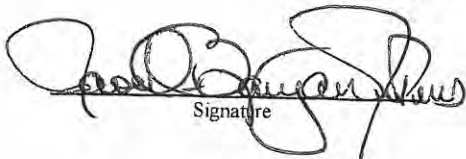
*Note: The basis for the award of this contract is the sum of all the bid items above.

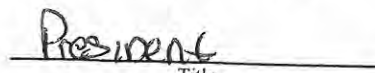
SIGNS STD OR Non-STD 1-COLOR, FACES, SIGNS & OR STREET SIGNS

10-24-18

The City of Melrose does not guarantee a specific quantity of material to be purchased and reserves the right to accept or reject any bid in whole or in part if it is in the best interest of the city to do so.

I hereby certify that the prices shown above shall be honored through the duration of this contract.
November 1, 2018 - October 31, 2019


Signature


President
10-24-18
Date

Perma-Line Corp
Company Name

SIGNATURE PAGE

I/We the undersigned as bidder declare that I/we have read and understand the scope of work and conditions of this Contract. Further, I/we propose and agree to supply the material as specified in the contract documents in the manner therein provided and in accordance with the requirements of the Engineer and Director of Public Works therein set forth. I/we will accept the prices quoted herein as full compensation therefor.

The contract expires on: October 31, 2019

{PLEASE PRINT OR TYPE ALL INFORMATION EXCEPT SIGNATURE(S)}

for the CONTRACTOR

Perma-Line Corporation
Company Name

PO Box 1022
Street Address

Easton, MA. 02334
City or Town State Zip

508-588-6240
Company Phone No(s).

RAY@perma-line.com
Company Email

Raoul F. Borcatti Jr Pres
Signature & Title

RAOUL F. BORCATTI JR Pres
Please print or type name & title

Date: 10-24-18

CITY OF MELROSE

Peter Pietrantonio, Operations Manager

Date: _____

John V. Scenna, Director of Public Works

Date: 12/10/18

Gail Infurna, Mayor

Date: _____

I hereby certify that an Appropriation for this purpose has been made.

Patrick Dello Russo, CFO/City Auditor

Date: 12/11/18

SUBMIT THIS PAGE IN TRIPLICATE



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS
Administration & Engineering-Water-Sewer-Facilities
Park & Forestry-Highway-Sanitation-Cemetery-Fleet

Elena Proakis Ellis, P.E., BCEE
Director of Public Work

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4172
Fax - (781) 662-6873
E-mail: eproakis@cityofmelrose.org

October 2, 2020

Mr. Raoul F. Borgatti Jr.
Perma-Line Corporation
P.O. Box 1022
Easton, MA 02334

Re: Supplying Sign Materials Annual Material Supply Contract Extension 2020-2021 Renewal

Dear Mr. Borgatti:

Please accept this letter as your notice of the City's intention to renew your Contract for the year 2020 - 2021 under the prices, terms and conditions of the Supplying Sign Materials annual material supply contract. The term of the original Contract was for one year from on or about November 1, 2018 – October 21, 2019. This will be the second extension of the original Contract and will continue the Contract from **November 1, 2020 through October 31, 2021.**

As noted in the original Contract:

- Renewal is at the option of the City.
- The City reserves the sole right not to renew this Contract, for any reason.
- Renewal is subject to appropriation. The contract is subject to two, year-long renewals with the duration of the contract not to exceed three years. This extension will be the second of the two possible extensions.

Please indicate your intention to accept or not to accept the renewal below and return to this office by **Monday October 5, 2020.**

Sincerely,

Elena Proakis Ellis

Elena Proakis Ellis
Director of Public Works

The Contractor ☒ ACCEPTS ☐ DOES NOT ACCEPT the 2020 - 2021 renewal of the Contract

By: *[Signature]* President 10-5-20
(Authorized Signature) (Title) (Date)

Cc: Peter Pietrantonio, Operations Manager, DPW

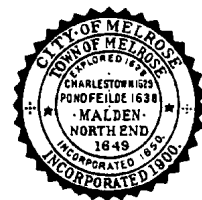
CITY OF MELROSE PUBLIC WORKS DEPARTMENT

SPECIFICATION & CONTRACT DOCUMENTS

2020 - 2021

TRAFFIC LINE MARKINGS

Annual Service Contract



Elena Proakis Ellis, P.E.
Director of Public Works

Peter Pietrantonio
Operations Manager



INVITATION TO BID

SEALED BIDS WILL BE RECEIVED FOR:

TRAFFIC LINE MARKINGS

AT THE
ENGINEERING DIVISION OFFICE
OF THE MELROSE PUBLIC WORKS DEPARTMENT
LOCATED ON THE GROUND FLOOR OF MELROSE CITY HALL
562 MAIN STREET
MELROSE, MASSACHUSETTS 02176

UNTIL

Wednesday, June 3, 2020

@ 10:00 a.m.

AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED AND READ ALOUD.

BID SPECIFICATIONS SHALL BE MADE AVAILABLE IN THE PUBLIC WORKS ENGINEERING DIVISION OFFICE ON
THE GROUND FLOOR OF CITY HALL AFTER 10:00 A.M. ON

Wednesday, May 20, 2020

Questions can be directed to Diane Ardizzoni, Administrative Clerk, at dardizzoni@cityofmelrose.org.

THE CITY OF MELROSE RESERVES THE RIGHT TO REJECT, ACCEPT AND/OR EXTEND ANY/ALL BID(S) IF IN
THE BEST INTEREST OF THE CITY.

Elena Proakis Ellis, P.E.
Director of Public Works

Peter Pietrantonio
Operations Manager

Section 1 ----- GENERAL INFORMATION

1.01 BID PROPOSALS

All bids must be presented on the proposal sheet(s) furnished herein. Special attention shall be observed with regards to the requirements contained herein, and all documentation required shall be included with the bid information. The envelope containing the bid must be sealed and clearly marked:

“Sealed Bid Proposal: Traffic Line Markings”

All sealed bids shall be received at the Engineering Division office of the Public Works Department located at City Hall, 562 Main Street, Melrose, MA 02176 prior to the scheduled date and time of the opening. Any bids received after the specified time or that do not comply with the requirements herein shall be considered informal and will be rejected. If submitting a bid by mail, the submission must be sealed and plainly marked as noted above. Should City Hall be closed, please ring the buzzer at the lower level entrance to drop off your bid with the Engineering Division. The City will not be held responsible for any bids that are given to personnel other than members of the Melrose Engineering Division.

Any questions pertaining to the bid documents must be submitted in writing at least five calendar days prior to the scheduled bid opening date. All questions and interpretations shall be submitted in writing to Diane Ardizzoni at dardizzoni@cityofmelrose.org. The City of Melrose reserves the right to reject any or all bids, to waive technical specifications or deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

1.02 PERFORMANCE OF WORK

It is agreed that the Contractor shall not assign or sublet this Contract or any right he may have under the same, including having any portion thereof performed by Subcontractors, unless the written permission of the City shall first be procured, but such consent or permission of the City and subletting shall not in any way alter or diminish the obligation of the Contractor for the full performance or observance of the terms or conditions of this Contract. The Contractor shall constantly be held responsible for the supervision of all work performed under this Contract.

1.03 FAILURE TO PERFORM

In the case of failure on the part of the Contractor to perform the work as per the Contract, the Director of Public Works or his/her designee reserves the right to terminate the Contract and to perform or have performed any remaining work, and he will collect from or credit to the Contractor any difference in price paid by the City as a direct result of such failure in performance on the part of the Contractor. Exercise of the above rights shall not impair or affect the City's right to recover damages for breach of contract, whether by suit on the contract or on the bond securing it. Neither the City nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective date. In this clause, "event of Force Majeure" means an event beyond the control of the Contractor and the City which prevents a party from complying with any of its obligations under this Contract, which includes strikes, acts of war, acts of terrorism, and/or natural disasters.

1.04 CONTRACT TERM

- A. The term of this contract shall be for one year, beginning **July 1, 2020** and ending **June 30, 2021**, and shall be subject to two one- year extensions at the option of the City. Each extension will begin July 1 and end June 30 of their respective year.
- B. Should the City exercise its option to renew the Contract, a written preliminary notice will be sent to the Contractor 30 days prior to the expiration date of the Contract. Such preliminary notice will not be deemed to commit the City to renew.
- C. Within 30 days of notice, The Contractor will be required to provide a signed agreement honoring any/all existing requirements and unit bid prices as provided to the City under the pre-existing agreement.
 - The City reserves the right not to renew this Contract at its sole option, for any reason.
 - Renewal is subject to appropriation.

- D. Should the City exercise its option for renewal, the Contract as renewed shall be deemed to include this option provision except that the total duration of this Contract, including any renewals, shall not exceed three years.

1.05 MINIMUM WAGE RATES

Wages paid on the work must conform to the minimum rate of wages as established by the Commissioner of Labor and Industries under the provisions of Sections 26 & 27, Chapter 149 of the General Laws, and as indicated herein.

In accordance with Massachusetts General Laws C149, Section 27B, a true and accurate record must be kept of all persons employed on the Public Works construction project for which the enclosed rates have been provided. Payment will be withheld if proper documentation is not submitted by the Contractor.

M.G.L. Chapter 149, Section 27B includes the following requirements:

1. Employers must submit **weekly payroll records** to the awarding authority for all employees who have worked on this project. Such records should be submitted with each invoice presented for payment.
2. Responsibility for investigating and enforcing the prevailing wage law is now with the office of the Massachusetts Attorney General.

1.06 INSURANCE REQUIREMENTS

The Contractor shall be required to obtain all insurance required by law or listed herein before commencing the work. Such insurance shall include Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles with a combined single limit of \$1,000,000, and Workman's Compensation and Commercial General Liability Insurance coverage for limits of \$1,000,000 general aggregate and \$500,000 per occurrence. All policies of insurance, and the certificates or other evidence thereof, shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or a restrictive clause inserted or renewal refused until at least 30-days' prior written notice has been given to the City by certified mail. Failure to provide this notification and/or this language on any of the abovementioned documents shall be grounds for termination. The Contractor shall not allow any Subcontractors to begin work under this Agreement until similar insurance has been so obtained and approved by the Contractor and the City. The City shall be named as an additional insured on a primary, non-contributory basis on all of the Contractor's and Subcontractor's liability policies of insurance.

1.07 MASSDOT PREQUALIFICATION

All bidders for this Contract must be pre-qualified by MassDOT for performing line painting work, as required by MassDOT for tasks performed using funding from the Massachusetts Chapter 90 program.

SECTION 2 ----- GENERAL REQUIREMENTS

- 2.01 Upon written notice of the Director of Public Works or his/her designee to commence work under this Contract, the Contractor shall be allowed a maximum of two (2) weeks or ten (10) working days to begin performing the work as required.
- 2.02 All work shall be scheduled by the City of Melrose and, upon acceptance of said schedule by the Contractor, shall be performed in accordance with all specifications as herein provided within the limits as described in said schedule.
- 2.03 In case of failure on the part of the Contractor to meet the specifications as set forth in this Contract, the City of Melrose, acting through the Director of Public Works or the City Engineer, reserves the right to terminate this Contract at any time upon written notice to the Contractor participants and without penalty. The City of Melrose reserves the right to stop work immediately if said work is found to be unsatisfactory or if materials or methods used relative to the Contract do not meet the specifications.
- 2.04 The City of Melrose does not bind itself to purchasing any specified amount or quantity and may terminate this agreement at any time if the City, by its Director of Public Works, may so decide, on 30 days' notice.
- 2.05 The City of Melrose reserves the right for any City Department to purchase under this Contract.

- 2.06 All material work furnished under this Contract shall be to the satisfaction of the City Engineer or his/her representative, who will in all cases determine the quality, amount, acceptability and fitness of the material which may arise as to the fulfillment of this Contract on the part of the Contractor. The Engineer's determination and decision thereon shall be final and conclusive, and such determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.
- 2.07 During the progress of the work, all areas that are affected by the work shall be clean and all rubbish, surplus materials and unneeded construction equipment shall be removed and all damage repaired so that the site is maintained in a safe condition.
- 2.08 The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including, but not limited to his/her employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner, the Engineer and regulatory agencies that may be on or about the work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes, and utilities above and below the ground. The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, construction barricades, flashing light construction horses, signs, lights, walkways, guards, and cones and shall take such other action as is required to fulfill its obligations under this subsection.
- 2.09 The scheduling and canceling of all police details shall be the responsibility of the Contractor as described in the Scope of Work.
- 2.10 Any project that affects the access or egress routes of any home, roadway, etc., shall require the Contractor to provide a written notice to residence(s) and/or business(es) affected by the project twenty-four (24) hours prior to project commencement. A copy of said notice shall be submitted to the City.
- 2.11 The City Engineer or his/her designee shall, within 48 hours after the completion of the project(s), or established project milestone(s), make a final measurement of the work performed under this Contract. Said final measurements shall be made mutually between both the Contractor and the City Engineer. The Contractor shall submit invoices only for the measured quantities mutually agreed upon. The City shall pay to the Contractor the entire sum so found to be due hereunder. Neither the City of Melrose, nor the City Engineer, nor any agent thereof, shall be liable or be held to pay any money except as hereinbefore provided. Acceptance by the Contractor of the last payment aforesaid shall operate and shall be a release to the City of Melrose, the City Engineer and every agent thereof, from all claims and liability of the Contractor for anything done or furnished or relating to the work or for any act of neglect of the City of Melrose, or any person relating to or affecting the work, except the claim against the City of Melrose for the remainder if there be any, of the sums kept or retained as provided for. The City may hold retainage at its option.
- 2.12 The Contractor shall provide to the City of Melrose all means of communication including, but not limited to, office phone numbers, cell phone numbers, and email addresses for all principle contacts working on Melrose projects. The Contractor shall designate a single point of contact for this project that will be available for any emergency or required contact by the City on a 24 hour/7 day availability. Each particular work assignment shall be coordinated by the Contractor directly with the City Division requesting the work.
- 2.13 The Owner may at any time by a written order and without notice to the sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with one of the following plans as elected by the Engineer and Superintendent.
- 1) For all work for which a unit price exists in the Bid Form, all work shall be performed at the unit prices of this Contract.
 - 2) For all other work for which unit prices are not included, a price agreed upon in writing between the parties and stipulated in the order for extra work.

SECTION 3 ----- SCOPE OF WORK

- 3.01 The scope of work covered by these specifications consists of furnishing all labor, equipment and materials necessary for applying roadway lane markings as directed by the Engineer on various city streets and/or city parking lots. All work shall comply with language found in the *Standard Specifications for Highway and Bridges*, Commonwealth of Massachusetts, Department of Public Works, 1988 edition, as amended. The Contractor shall perform such work in such a way as to minimize interference and inconvenience to vehicular and pedestrian traffic within the City.
- 3.02 The work shall consist of applying the following on various City of Melrose streets and parking lots:
- **Four inch (4") wide yellow reflectorized pavement marking in both waterborne and epoxy**
 - **Four inch (4") wide white reflectorized pavement markings in both waterborne and epoxy**
 - **Twelve inch (12") wide white reflectorized crosswalk and/or stop bar pavement markings**
 - **Solid Green waterborne colored crosswalk infill in waterborne**
 - **Various insignia including bicycle sharrows, handicap parking space symbols, yield triangles, etc.**
- 3.03 The Contractor shall furnish and install any yellow and/or white reflectorized pavement striping material of the type that is applied to a road surface by mechanical and spray means and with a surface application of glass beads. When applied properly and at the designated thickness and width, the stripes shall, upon cooling, be reflectorized and be able to resist tracking by traffic.
- 3.04 All materials shall conform to **Section M7.01.05, Section M7.01.06 and Section M7.01.07** and shall be placed in complete accordance with the construction methods as described in **Section 860, Reflectorized Pavement Markings**, of the *Standard Specifications for Highway and Bridges*, Commonwealth of Massachusetts, Department of Public Works, 1988 edition, as amended. Epoxy materials shall be Mark 55.3 and be solvent free.
- 3.05 All **centerlines** shall be two (2) continuous four inch (4") wide yellow reflectorized stripes placed four inches (4") apart. The continuous line shall be stopped at the beginning of the rounding of any intersecting side street, omitting through the intersection and resumed at the end of the rounding on the opposite side of the intersection. In areas where two or more side streets intersect, the first and last roundings shall prevail. All four inch (4") yellow lines shall average 14 mils at a wet film thickness for paint markings. Centerlines shall be placed symmetrical to the centerline of the roadway unless otherwise directed by the City Engineer, the Director of Public Works, or their designee. Castings shall not be painted at the discretion of the City Engineer or onsite City inspector.
- 3.06 All **crosswalks** shall be a continuous twelve inch (12") wide white reflectorized stripe placed six and one half feet (6-1/2', inside dimension) apart and shall average 14 mils at a wet film thickness for painted markings. Hatch lines shall be twelve inches (12") wide and shall also be painted at designated locations.
- 3.07 All **stop lines** shall be a continuous twelve inch (12") wide white reflectorized stripe placed across the traveled lane and a minimum six feet (6') before each crosswalk. They shall average 14 mils at a wet film thickness for painted markings.
- 3.08 The Contractor shall provide all necessary warning signs and traffic control devices for the protection of the newly installed pavement markings during the drying period and shall be responsible for any damage thereto.
- 3.09 All applications of pavement markings shall be done on fair weather days with an air temperature of 45° Fahrenheit or higher or at temperature and weather conditions meeting the paint manufacturer's recommendations, whichever is more stringent. The pavement shall be dry and free of any debris or impurities.
- 3.10 Payment for any necessary police protection shall be the responsibility of the City. The bidder must check with the City of Melrose Public Works Department to determine such need based on traffic conditions at the expected job sites. The Contractor may be required to schedule police details, as coordinated with the City, and will be responsible for any improperly scheduled or canceled details scheduled by the Contractor or that result from scheduling changes of the Contractor that do not involve adequate notice.
- 3.11 Pavement markings are to be paid for on the actual length of lines applied or by actual count of insignia or numbers, whichever is applicable.

- 3.12 A list of actual street locations will be provided at the time of application by the City Engineer or his/her designee.
- 3.13 Any required layout work for new or relocated markings shall be performed during normal business hours if requested by the City.
- 3.14 Failure to comply with the terms of this Contract may result in the City engaging other work forces to complete necessary repairs. Any costs, in excess of contract prices, will be back charged against this Contract. The City of Melrose reserves the right to terminate this Contract if it deems it in the best interest of the City to do so.

Markings Inc.

30 Riverside Drive
Pembroke, MA 02359

Complete Pavement Marking Services

TELEPHONE
(781) 826-5171
FAX (781) 826-1121

BARNSTABLE COUNTY Barnstable, Dennis, Harwich Sandwich, Wellfleet, Yarmouth	Elaine Davis	508-375-6637	\$ 250,000
CITY OF BOSTON Public Works Dept. One City Hall-Rm 714 Boston, MA 02201	Don Kehoe	617-635-2140	\$ 250,000
MHD / District 6 11 Kneeland St Boston, MA 02411	Emil Verizo	781-844-3221	\$ 396,095
CITY OF CAMBRIDGE Traffic, Parking & Trans. 344 Broadway Cambridge, MA 02139	Wayne Amaral	617-538-9739	\$ 50,000
CITY OF TAUNTON 90 Ingell Taunton, MA 02780	Tony Abruea	508-821-1434	\$ 65,010
CITY OF NEEDHAM DPW / 70 Tapley Rd Springfield, MA 01104	Erik Lannigan	781-455-7550	\$ 49,942
SOMERVILLE TRAFFIC DEPT. 133 Holland St. Somerville, MA 02143	Terry Smith	617-625-6100	\$ 65,000
CITY OF SPRINGFIELD DPW / ENG. Div. 36 COURT ST / RM 405 SPRINGFIELD, MA 01103	Maria Gomes	413-787-6285	\$ 119,095
CITY OF HOLYOKE / DPW ROOM 15 / City Hall 536 Dwight St. Holyoke, MA 01040	Bill Fuqua	413-322-5650	\$ 81,000



Certified Women Business Enterprise
Certified Disadvantaged Business Enterprise

www.markingsinc.com

FORM OF GENERAL BID/CERTIFICATE AS TO CORPORATE BIDDER

(please print or type all data except signatures)

Proposal of:

(company)

Makings Inc.
hereinafter called "Bidder"

The bidder submits his/her bid as:

☒

a corporation, organized and existing under the general laws of the state of

Mass.

☐

a joint venture

☐

a partnership

☐

an individual doing business as _____

FOR CORPORATE BIDDERS ONLY

I, Allen Chir, certify that I am the (title) Clark of the corporation named as the bidder in the attached Bid Form; that Marigot J. Souza who signed said Bid Form on behalf of the Bidder, was then President of said corporation, that I knew his signature; that his signature thereto is genuine and said Bid Form was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

Corporation seal

Allen Chir
signature

6/2/20
date

*

The bidder acknowledges and understands the following addenda:

No. 1 _____ Dated: _____

No. 2 _____ Dated: _____

No. 3 _____ Dated: _____

No. 4 _____ Dated: _____

Marigot J. Souza
Signature

President
Title

6/2/20
Date

Makings Inc.
Company

REFERENCES

(please print or type all data except signatures)

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 53 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows. (Attach supplementary list if necessary.)

Monique Souza, President, V. President, Treasurer
Robert Chene, Clerk

3. The bidder is requested to state below the names of at least five (5) public agencies within thirty (30) miles of Melrose where similar work has been completed. (Add supplementary page if necessary.)

	NAME	ADDRESS	CONTACT NAME	PHONE #
1.		<u>See Attached</u>		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Monique Souza
Signature

President
Title

6/2/20
Date

McKays Inc.
Company

CERTIFICATE OF NON-COLLUSION & TAX PAYMENT/RETURN CERTIFICATION

(Please print or type all data except signatures)

Bank Reference

Arlington Bank
(Name)
95 North Franklin St.
(Bank)
Hillside, Ma. 0213
(Address)
781-767-1888
(Telephone No.)

Pursuant to M.G.L. Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and in doing so acknowledge that any taxes shall be considered as being covered by the foregoing description as of the date of signing of this document, which is 6/2/20.

The undersigned hereby certifies 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.

The undersigned certifies under 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted:

Date: 6/2/20

(SEAL – if bid is by
a corporation)

042434834
* Social Security No. (voluntary)
or Federal Identification Number

By: Monique Souza
(Signature)

Monique Souza
(Name-Typed or Printed)

President
(Title)

McKays Inc.
(Business Name)

30 Riverside Dr.
(Business Address)

Hillside, Ma. 02134
(City and State)

781-526-5771
(Telephone Number)

* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Law, chapter 62C, section 49A.

BID PRICE PAGE

pg. 1/3

All quantities quoted below are for comparison purposes only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity of work to be provided. Should any errors be found in the bid information below, the amount shown in words will govern over the amount shown in figures. If there are mathematical errors, the correct mathematical sum using the unit costs and the quantities provided shall govern.

WATERBORNE PAINT

I/We propose to furnish Traffic Markings as specified in the preceding pages at the following costs:

PAINTED LANE MARKINGS

1. 4" Wide Single Stripe Reflectorized
White/Yellow Painted Pavement Markings
(per linear foot) .055 five and one half cents
in numbers in words
- Estimated Quantity: 65,000 l.f.
(Annually) 3575.00 Three thousand five hundred seventy-five dollars.
in numbers in words
2. 4" Wide Double Stripe Reflectorized
White/Yellow Painted Pavement Markings
(per linear foot) .11 eleven cents
in numbers in words
- Estimated Quantity: 65,000 l.f.
(Annually) 7150.00 seven thousand one hundred and fifty dollars
in numbers in words

CROSSWALKS/STOPBARS

3. 12" Wide White Reflectorized
Painted Pavement Markings
(per linear foot) .51 fiftyone cents
in numbers in words
- Estimated Quantity: 11,000 l.f.
(Annually) 5610.00 five thousand six hundred and ten dollars
in numbers in words

PARKING LOT PAINTING

4. 4" Wide White Reflectorized
Painted Pavement Markings
(per linear foot) .29 twenty nine cents
in numbers in words
- Estimated Quantity: 1,000 l.f.
(Annually) 290.00 two hundred and ninety dollars
in numbers in words
5. Painting Insignia (e.g. Handicap Symbol
Arrows), and/or numbers up to 3 characters.
(per insignia) 57.75 fifty seven dollars and seventy five cents
in numbers in words
- Estimated Quantity: 40 insignia(s)
(Annually) 2310.00 two thousand three hundred and ten dollars
in numbers in words
- Total Amount Bid (Items 1-5): 18935.00 eighteen thousand nine hundred and thirty five dollars
in numbers in words

BID PRICE PAGE

pg. 2/3

All quantities quoted below are for comparison purposes only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity of work to be provided. Should any errors be found in the bid information below, the amount shown in words will govern over the amount shown in figures. If there are mathematical errors, the correct mathematical sum using the unit costs and the quantities provided shall govern.

EPOXY

I/We propose to furnish Traffic Markings as specified in the preceding pages at the following cost:

OPTIONAL SERVICES: EPOXY MARKINGS

6. 4" Wide Single Stripe Reflectorized
White/Yellow Epoxy Pavement Markings
(per linear foot)
- Estimated Quantity: 2,500 l.f.
(Annually)
- in numbers .33 in words thirty three cents
- in numbers 825.00 in words eight hundred and twenty five dollars
7. 4" Wide Double Stripe Reflectorized
White/Yellow Epoxy Pavement Markings
(per linear foot)
- Estimated Quantity: 5,000 l.f.
(Annually)
- in numbers .65 in words sixty five dollars
- in numbers 3250.00 in words three thousand two hundred and fifty dollars
8. 12" Wide White Reflectorized
Epoxy Pavement Markings
(per linear foot)
- Estimated Quantity: 5,500 l.f.
(Annually)
- in numbers 2.25 in words two dollars and twenty five cents
- in numbers 12375.00 in words twelve thousand three hundred and seventy five dollars
9. Epoxy Insignia (e.g. Handicap Symbol
Arrows), and/or numbers up to 3 characters.
(per insignia)
- Estimated Quantity: 10 insignia(s)
(Annually)
- in numbers .85 in words eighty five cents
- in numbers 850.00 in words eight hundred and fifty dollars

OPTIONAL SERVICES: GREEN COLORED INFILL

10. Solid Green Colored Crosswalk Infill
Waterborne Paint
(per square foot)
- Estimated Quantity: 750 s.f.
(Annually)
- in numbers .75 in words seventy five cents
- in numbers 562.50 in words five hundred and sixty two dollars and fifty cents
- Total Amount Bid (Items 6-9):
- in numbers 17802.50 in words seventeen thousand eight hundred and two dollars and fifty cents

BID PRICE PAGE

pg. 3/3

All quantities quoted below are for comparison purposes only. Final quantities will be determined by the City of Melrose. The City of Melrose does not guarantee a specific quantity of work to be provided. Should any errors be found in the bid information below, the amount shown in words will govern over the amount shown in figures. If there are mathematical errors, the correct mathematical sum using the unit costs and the quantities provided shall govern.

Total Amount Bid (Items 1-10)*:

36,797.50
in numbers

in words

*Basis of Award shall be the summation of bid items 1-10.

thirty thousand seven hundred and
nocty seven dollars
and fifty cents

I hereby certify that the prices shown above shall be honored through the duration of the Contract.
(July 1, 2020 – June 30, 2021)

SIGNATURE PAGE

I/We the undersigned as bidder declare that I/we have read and understand the scope of work and conditions of this Contract. Further, I/we propose and agree to supply the material as specified in the Contract Documents in the manner herein provided and in accordance with the requirements of the Engineer and Director of Public Works herein set forth. I/we will accept the prices quoted herein as full compensation therefor.

The contract expires on: June 30, 2021

{PLEASE TYPE OR PRINT ALL INFORMATION EXCEPT SIGNATURE(S)}

for the CONTRACTOR

M. Kings Inc.
Company Name

3d Riverside Dr.
Street Address

Ramoth Mo. 02359
City or Town State Zip

781-826-5171
Company Phone No(s).

monique@mkingsinc.com
Email Address

Monique Kings
Signature & Title

Monique Kings, President
Please print or type name & title

Date: 6/2/20

CITY OF MELROSE

Peter Pietrantonio
Peter Pietrantonio, Operations Manager

Date: 6-23-20

Elena Proakis Ellis
Elena Proakis Ellis, P.E., Director of Public Works

Date: 6/19/20

Paul Brodeur
Paul Brodeur, Mayor

Date: 6/11/2020

I hereby certify that an Appropriation for this purpose has been made.

Patrick Dello Russo
Patrick Dello Russo, City Auditor

Date: 6/11/2020

SUBMIT THIS PAGE IN TRIPLICATE



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary

MICHAEL FLANAGAN
Interim Director

Awarding Authority: City of Melrose

Contract Number:

City/Town: MELROSE

Description of Work: Traffic Line Markings throughout City of Melrose

Job Location: 562 Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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



Surrounding Community Agreement

NEIGHBORING COMMUNITY AGREEMENT

By and Between the City of Melrose, Massachusetts and Wynn MA, LLC

This Neighboring Community Agreement ("Agreement") is made and entered into as of January 28, 2014 (the "Effective Date"), by and between the City of Melrose, Massachusetts, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 562 Main Street, Melrose, Massachusetts 02176 ("City"), and Wynn MA, LLC, a limited liability company formed under the laws of the State of Nevada, with principal offices located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Wynn"). Hereafter, the parties may also be collectively referred to as the "Parties."

GENERAL RECITALS

Pursuant to Chapter 194 of the Acts and Resolves of 2011, and Commonwealth of Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Act ("Act"), Wynn has applied to the Massachusetts Gaming Commission ("Commission") for a Category 1 gaming license to develop a luxury hotel and destination resort on the site ("Project Site") depicted in Exhibit A in Everett, Massachusetts ("Project");

WHEREAS, the City is a neighboring community to the Project and has petitioned the Commission for designation as a "Surrounding Community," as such term is defined in the Act;

WHEREAS, the Parties have agreed to reserve their respective rights as to whether the City will suffer significant and adverse impacts as a result of the construction or operation of the Project;

WHEREAS, the City has agreed to withdraw its petition for designation as a "Surrounding Community" and the Parties have agreed to enter into this Agreement for the purpose of facilitating and providing the benefits of the Project to the City;

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound hereby, agree as follows:

AGREEMENT

1. Significant and Adverse Impacts.

While the Parties have agreed to reserve their respective rights as to whether the City will suffer significant and adverse impacts as a result of the construction or operation of the Project, in the event that the City identifies any such impacts that are directly attributable to the Project, Wynn agrees to meet with the City to consider, in good faith, the mitigation of such impacts. In addition – and in order to further address any impacts that are directly attributable to the Project – Wynn agrees to work cooperatively and in good faith with the City in requesting disbursements from the Community Mitigation Fund established by the Act in accordance with protocols established by the Massachusetts Gaming Commission.

2. Concierge Program.

In recognition of the unique cultural, historical and entertainment attractions near the Project, Wynn has developed a proprietary concierge program for the purpose of cross-marketing these attractions. The City has agreed to participate in this cross-marketing venture for the purpose of promoting its local businesses and other attractions. Prior to the opening of the Project, the Parties will work together and in coordination with the City's

Chamber of Commerce to include the City's businesses in the Concierge Program so that they may benefit from the Project.

3. WE Save.

The WE Save program offers local business of all industries the opportunity to market their offerings to Wynn's 4,000 employees, hopefully creating new and repeat customers. Wynn is actively seeking local and regional partnerships in its neighboring communities and the region to facilitate this program. In furtherance thereof, Wynn has agreed to join and support the local Chamber of Commerce and purchase gift vouchers from local businesses within the City on an annual basis. Wynn intends to use a portion of these vouchers to drive employee spending in the City thereby stimulating retail activity in the City.

4. Business Development.

The Parties recognize and agree that the Project is likely to provide certain opportunities for the City's local business community (e.g., service providers, suppliers). The Parties will work together to communicate with the local business community to ensure that the community is best prepared to take advantage of these opportunities. Specifically, Wynn will coordinate with the City to hold vendor fairs that provide the City's businesses with information concerning the process of providing goods and services to the Project both during and post-construction. In addition, Wynn agrees to work with and assist local businesses to become "Wynn certified" to ensure that such businesses are prepared to take advantage of the business opportunities provided by the Project.

5. Jobs Program.

The Parties acknowledge that the City desires to help its residents who are interested in attaining employment at the Project. The Parties agree that the City's demographic is an appropriate, suitable, desirable and employable work force for the Project, and therefore it is mutually beneficial to provide a structured program to educate the City's residents about available employment opportunities. Following the engagement of a construction manager, Wynn shall, in coordination with the City, advertise and hold at least one event open to the City's residents, at which it will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with the construction of the Project. Prior to beginning the process of hiring employees (other than internally) for the Project, Wynn shall advertise and hold at least one event open to the City's residents, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Project.

6. Community Fund.

As part of its charitable donation program and in recognition that employees of the Project will reside in the City, Wynn will invite the City to present, on an annual basis, the needs of the many important non-profit organizations throughout the City. Wynn will consider, in good faith, the needs of such organizations in determining its charitable donations.

7. City's Obligations.

In consideration of the obligations hereunder to be taken by Wynn, and in further recognition of the benefits the Project will bring to the City, the City shall support the Project and actively work with and assist Wynn and its contractors and agents to obtain any and all permits, certifications, legislation or regulatory approvals from governmental entities and officials.

8. Additional Terms and Conditions.

- a. All terms contained in this Agreement are contingent upon the receipt by Wynn of a Category 1 gaming license to develop the Project on the Project Site.
- b. All definitions contained in the Act and regulations promulgated thereto are incorporated herein by reference as if fully set forth herein and shall be applicable hereto where relevant.
- c. The captions and headings in this Agreement are inserted for convenience of reference only and in no way shall affect, modify, define, limit or be used in construing the scope or intent of this Agreement or any of the provisions hereof. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.
- d. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.
- e. No amendment or modification of this Agreement shall be deemed valid unless mutually agreed upon and duly authorized by the Parties and effectuated by a written amendment signed by the Parties.
- f. The Parties acknowledge that from time to time following commencement of this Agreement that additional regulations may be promulgated, and/or statutes and regulations may be amended from time to time. The Parties agree to be bound by said amended and/or modified regulations and statutes, and further agree to renegotiate any terms and conditions contained herein which may be substantially and materially modified by any said amended and/or modified regulations and statutes.
- g. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or courier service; by a nationally-recognized delivery service, by mailing, postage prepaid via certified mail, to the following addresses, or to other addresses as may be furnished by the parties from time to time in writing hereafter:

In the case of notice to City:

To: Mayor Robert J. Dolan
562 Main Street
Melrose, MA 02176

In the case of notice to Wynn:

To: Wynn MA, LLC
c/o Wynn Resorts, Limited
3131 Las Vegas Blvd. South
Las Vegas, NV 89109
Attn: Kim Sinatra, Sr. VP and General Counsel

and in the case of either Party, to such other address as shall be designated by written notice given to the other Party in accordance with this section. Any such notice shall be deemed given when so delivered by hand, by courier delivery on date of service, or if mailed, when delivery receipt is signed by the party designated herein as accepting notice. Each Party shall ensure that the other party is notified in writing immediately of any changes in the contact and address information above.


- h. Failure of either Party to require strict performance of the terms and conditions herein shall not be deemed a waiver of any rights and remedies available to such Party, and shall not be deemed a waiver of subsequent default or nonperformance of said terms or conditions in the future. No actual waiver by a Party of performance of any terms, conditions or obligations under this Agreement shall be effective unless agreed upon and in writing signed by such Party. No waiver of either Party to require strict performance of any terms and conditions shall constitute a waiver of such Party's right to demand strict compliance with the terms and conditions of this Agreement.
- i. Each Party shall have thirty (30) days from receipt of written notice of failure, violation or default to cure said failure, violation or default. If such failure, violation or default cannot in good faith be cured within such thirty (30) day period, the defaulting Party shall notify the other Party immediately in writing and diligently pursue curing said default to completion. Except as expressly provided herein, the rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party.
- j. This Agreement shall be subject to, governed under, and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts, including any amendments thereto which may occur from time to time following execution of this Agreement, and said laws and regulations shall govern the validity, enforcement of terms, conditions, rights and obligations, and performance of this Agreement. The Parties further agree that any legal proceedings whether in law or equity arising hereunder shall be instituted in the Commonwealth of Massachusetts. The prevailing Party in any action shall recover its litigation costs (including attorneys' fees and expert witness fees). Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, the Parties will first engage in good faith negotiations in an effort to find a solution that services their respective and mutual interests.

IN WITNESS WHEREOF, the parties, by and through the signatories below, acknowledge they are duly authorized and have the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement, and hereto have hereunto set their hands and seals as of the Effective Date.

CITY OF MELROSE



WYNN MA, LLC



Kim Sinatra
Senior Vice President and General Counsel

Chapter 2

IMPACTS TO MBTA OPERATIONS AND TRANSIT

CHAPTER 2: IMPACTS TO MBTA OPERATIONS AND TRANSIT

2.1 INTRODUCTION

As part of the SFEIR Certificate, the Proponent was asked to analyze the impacts of future regional growth and new Project trips on the MBTA Orange Line train service, and to specifically consider an operating subsidy to fund any additional train service that may be required to properly serve the projected ridership. This section provides a methodology for such analysis, the analysis of the Project's impact, and a proposed amount for an annual operating subsidy to be paid by the Proponent to the MBTA for Orange Line train service additions.

2.2 SUMMARY OF MBTA ORANGE LINE IMPACTS IDENTIFIED IN THE SFEIR

As is discussed in Section 2.1.2 of the SFEIR, public transit access to the Project via the MBTA's Orange Line is a key component of the Project's transportation strategy to maximize patron and employee use of non-automobile travel modes. A significant proportion of Project patrons and employees are expected to travel on the Orange Line to connect with frequent and convenient shuttle bus services provided by the Proponent from the MBTA's Wellington and Malden Center Stations. Project employees are also expected to utilize one of several MBTA bus routes servicing Lower Broadway (Route 99) from Sullivan Square Station.

In order to confirm the capacity of the Orange Line to provide service to Project patrons and employees, the Proponent has prepared, in consultation with MassDOT, a detailed analysis of potential Project-related ridership on the Orange Line, which is included in this Section 2.2. This analysis demonstrates that the Orange Line can satisfactorily serve Project patrons and employees with modest adjustments to several headways (time between trains) through the addition of several train sets, and that the additional ridership will not adversely affect future Orange Line operations.

The analysis compares existing Orange Line operations, future (2023) operations including expected general ridership growth, and future (2023) operations with anticipated Project-related ridership added to general growth. The analysis applies the MBTA's Service Delivery Policy,¹ which quantifies the vehicle loading that the MBTA seeks to achieve by time of day

¹ Posted on MBTA website at [https://www.mbta.com/uploadedfiles/About the T/T Projects/T Projects List/2010ServiceDeliveryPolicy.pdf](https://www.mbta.com/uploadedfiles/About%20the%20T/T%20Projects/T%20Projects%20List/2010ServiceDeliveryPolicy.pdf) (June 2, 2010).

Chapter 4

MITIGATION MEASURES AND SECTION 61 FINDINGS

which will increase by five percent (5.0%) after the payment of the first fifteen payments.

Lynn Neighboring Community Agreement

The Lynn Neighboring Community Agreement recognizes that the City of Lynn is unlikely to experience significant adverse impacts associated with the Project but provides that the parties will meet in a good faith effort to address any impacts that arise. The agreement provides for the inclusion of the City of Lynn in the Proponent's proprietary concierge program for the purpose of cross-marketing the City of Lynn's cultural, historical and entertainment attractions, participation in the Proponent's WE Save program to provide opportunities for local businesses to market themselves to the Proponent's 4,000 employees, business development opportunities for local businesses, a jobs program, and a community fund to support nonprofit organizations.

Melrose Neighboring Community Agreement

The Melrose Neighboring Community Agreement recognizes that the City of Melrose is unlikely to experience significant adverse impacts associated with the Project but provides that the parties will meet in a good faith effort to address any impacts that arise. The agreement provides for the inclusion of the City of Melrose in the Proponent's proprietary concierge program for the purpose of cross-marketing the City of Melrose's cultural, historical and entertainment attractions, participation in Proponent's WE Save program to provide opportunities for local businesses to market themselves to Proponent's 4,000 employees, business development opportunities for local businesses, a jobs program, and a community fund to support nonprofit organizations.

Gaming License Conditions for the City of Boston

Mitigation Payments:

The Proponent designated the City of Boston as a "Surrounding Community," however the City of Boston declined to participate in the arbitration process established pursuant to the terms of the Gaming Act thereby relinquishing its designation. As a result, the Proponent agreed to certain specified conditions in the Gaming License for the purpose of mitigating any adverse impacts to the City of Boston and, in particular, the Charlestown neighborhood. The conditions set forth in the Gaming License include a one-time, pre-opening payment by the Proponent of one million dollars (\$1,000,000). Per the Gaming License, this payment



TO: Chair Judd-Stein, MGC Commissioners Cameron, O'Brien, Stebbins and Zuniga

FROM: Crystal Howard, Jill Lacey Griffin

CC: Karen Wells, Joseph Delaney, Mary Thurlow

DATE: November 18, 2020

RE: 2020 Community Mitigation Fund - Workforce Development:
Proposal to reconsider approving funding for BEST Hospitality via Mass Hire Metro North

Request Background: At the June 25, 2020 Commission meeting, The Community Mitigation Fund (CMF) review team recommended, and the Commission subsequently approved, awarding funding for adult basic education programs during the 2020 CMF cycle, but not funding certain occupational training programs due to the unexpected and unprecedented effects of the Covid-19 pandemic on the labor market. As a result, Mass Hire Metro North (MHMN) was approved a grant of \$172,000.

MHMN is requesting that the MGC reconsider a portion of their decision in order to fund English Language Training (ELT) programming run by BEST Hospitality Training (BEST) in the amount of \$60,000. MGC staff was not fully aware that the (unfunded) BEST line item in the applicant's proposal included both occupational hospitality training and English language training classes.

MGC staff have reviewed the original request, budget and supplementary justification. We request the Commission's approval to adjust the Community Mitigation Fund award and appropriate the funding for BEST's English Language Training classes. This request is in line with the review team's qualifying activity for this grant year

Specific Amendment Request:

MHMN is requesting that the MGC reconsider the original decision to fully eliminate funding for BEST Hospitality programming from their 2020 CMF grant award, as the applicant had intended a portion of the funds to support English Language Training (ELT.)

The final award recommendation of \$172,000 on June 25, 2020 included the denial of all funding requested for culinary and hospitality-specific training programs. In the MHMN application, that included BEST Hospitality (\$89,500) and NECAT (\$89,500). The review team suggested that for all workforce grant applicants, these programs should not be funded this grant cycle in light of the pandemic and its impact on regional hiring needs.



Massachusetts Gaming Commission

The review team had determined that adult basic education, including English language and High School Equivalency courses met approvals for funding in the 2020 CMF cycle. However, the review team was not fully aware that the funding proposed for BEST in MHMN's application included an ELT course. Within its original application and supplemental response, there was brief mention of ESOL programming to be offered through BEST Hospitality, which was not itemized separately in the budget. Due to this lack of clarity, the review committee recommended not funding the entire budget line. As a result, Mass Hire has clarified the original intent of the programming, and is proposing the \$60,000 which would have been allocated to the English Language Training with BEST be reconsidered.

The \$60,000 funding that is requested for BEST's English Language Training would support:

Enrollment: 48 students (at cpp of \$1,250)

Access: Program spans 8 levels and each student enters at individual level

Availability: 3 cycles of 13 weeks each are offered yearly (currently via Google Classroom)

Past Success: The 2019 contract covered ELT for 30 students (through their partnership with the City of Boston.). 24 continue in online classes. 5 received a better job.

Mass Hire Request Justification Provided:

- Closures to the casino and hospitality industry have resulted in significant unemployment. As individuals reintegrate from pandemic-related unemployment, including the many furloughed Encore workers, English language will be very important. We know there may be a decrease in job opportunities in the hospitality industry in the foreseeable future. However, BEST is looking into opportunities in hospitals, grocery stores, and other industry related companies that have opportunities available
- These jobs, as well as the ones the casino will eventually need to rehire, will require strong language and digital literacy skills, which the ELT courses focus on at every level.
- BEST has had laid-off Encore (and non-Encore employees) request these classes but did not have the funding to do more than 30 students. With the additional funding, they could enroll them and outreach to enroll even more students. The cohorts are 12-13 weeks long so added cohorts would still graduate within the grant year.
- Other programming originally planned for and approved English language courses within the community partner allocations in the grant have had to halt. La Comunidad and Chelsea Collaborative have temporarily suspended in-person ESOL classes but have not yet switched to a virtual version due to the "digital divide" barrier in those communities, specifically residents not having computers w/

cameras, reliable internet, or sufficient computer skills.

- The program with BEST is offered in a digital format, adhering to pandemic guidelines. (Something we find quite appealing about funding BEST is they were ahead of these other organizations by already being a certified Tech Goes Home (TGH) site before the pandemic hit - they have embedded digital literacy into all levels of instruction.
- Additionally, it is very accessible and affordable for those who have lost employment, as it is a certified Tech Goes Home (TGH) site. Students who participate in the program are able to purchase a Chromebook for \$50 and get access to low-cost reliable internet service. If people are unable to pay the fee for the purchase for the Chromebook, BEST has in the past successfully secured funding, and will continue to do so in the future if possible.
- Having these classes virtually has allowed BEST to be much more flexible than the in-person classes. Students are able to start late/now and easily make up the hours they missed. Currently, there are five different ESOL levels running so they could add additional levels and/or add a second class of an existing level (i.e. if Level 3 is very popular, they would add a 2nd Level 3 class).
- BEST would be able to track casino connections, such as if students in the classes had been employed by EBH, and if future enrollees receive interviews and/or positions with Encore. In the past, BEST graduates have been placed at jobs in the casino.

Staff Analysis: MGC staff have reviewed the original request, budget and supplementary justification. Had there been more clear delineation in the budget and grant application materials between the English Language Training programming with BEST and the hospitality pre-apprenticeship programming, the review team would have recommended funding it, as was the case for funding similar programming in the 2020 CMF Workforce grants. We request the Commission's approval to adjust the Community Mitigation Fund award and appropriate the funding for BEST's English Language Training classes. Please note that if the Commission approves this \$60,000 award, it will be processed as a new and separate grant.

Request for Motion: We move that the Commission approve Mass Hire Metro North's request to receive funding toward BEST's English Language Training program in the amount of \$60,000.

MBRGHC Proposal for Reconsideration of BEST English Programming CMF Award \$- Application Review and Overview

Original Proposal in Original CMF 2020 Application

"MBRGHC proposes to support job training programs in culinary arts operated by the New England Center for Arts and Technology (NECAT) and **hospitality training operated by BEST Corp.**"

"BEST Hospitality Training **will offer two training programs** under the 2020 project: an Introduction to Hospitality, Housekeeping pre-apprenticeship program and an **English for Hospitality (EFH) program**."

The Housekeeping pre-apprenticeship program is 6 weeks and offered 5 times per year. BEST will enroll 15 participants as part of this 2020 project.

The EFH program is 13 weeks and offered 3 times per year. BEST will enroll 20 participants into the EFH program as part of this 2020 project.

Result: The MGC requested that given pandemic closures and the change in hospitality workforce needs at the time, that proposals be revised.

Revised Proposal in Supplemental Application

"Another addition to the 2020 Grant proposal is our **funding for ESOL** and Housekeeper Pre-Apprenticeship Training from Boston Education Skills & Training (BEST) Hospitality Corp. In past years, BEST has attended the Career Advisor meetings and our funded organizations have made referrals to their training programs, so we're delighted to be working with them in a formal capacity."

Goal of 33 individuals trained in English Language Program | Sept 2019 – June 2020

"Based on 25% unemployment rate, we are projecting at least 40,000 unemployed people in our neighborhoods who were working prior to covid19. We expect to see continued issues with access to benefits, a need for job creation through food access work, other new job creation programs, and a fair share of returning employment."

To note, the supplemental response stated that La Comunidad was continuing their ESOL courses during pandemic closures, offering them online. Additionally, Chelsea Collaborative, Somerville Community Corp and Neighborhood Developers would be offering ESOL through the Community Advisor Network.

Result: The MGC awarded \$172,000 to MBRGHC, removing hospitality and culinary training programs including BEST and NECAT. The committee made a blanket decision in regards to the funding for those organizations.

Updated Proposal Submitted

MBRGHC requested reconsideration of the funding removed from BEST that would cover the English language (ESOL) programming, which is separate from hospitality and culinary training.

**Request: \$60,000 for slots in English Language Training (ELT) classes with BEST
Goal of 48 students (at cpp of \$1,250)**

Program spans 8 levels and each student enters at individual level

Every year, 3 cycles of 13 weeks each are offered (usually Medford, but now through Google classroom. Flexible. Potential for Hybrid based on pandemic requirements)

Casino Justification: **This programming is in line with the ESOL/ABE and High School Equivalency approvals and justifications MGC made for the 2020 CMF funding approvals.** Closures to casino and hospitality have resulted in significant unemployment. **As individuals reintegrate from pandemic-related unemployment, English language will be very important.** We know there may be a decrease in job opportunities in the hospitality industry in the foreseeable future. However, BEST is looking into opportunities in hospitals, grocery stores, and other industry related companies that have opportunities available. These jobs, as well as the ones the casino will need to rehire, will require strong language and digital literacy skills, which the ELT courses focus on at every level.

Students who participate in the program are able to purchase a Chromebook for \$50 and get access to low-cost reliable internet service. If people are unable to pay the fee for the purchase for the Chromebook, BEST has in the past successfully secured funding, and will continue to do so in the future if possible.

The 2019 contract covered ELT for 30 students. 24 continue in online classes. 5 received a better job.

Result: TBD.

Decision must be made and process needs to be determined.

Mary's Procedure Reconsideration email to Todd 8/21/2020:

MassHire has requested to use a portion of their deferred grant funding which is not included in the \$172,000 award. At the time of MassHire's current grant approval on June 25th, the Commission voted to approve a deferral on the balance of their application if the applicant identified a critical need and developed a technical training program to mitigate such need. As this is a separate process and amount and MassHire is anxious to receive a payment for their currently approved 2020 grant, I suggest this be a separate grant.

Would this be the correct procedure:

1. Memo to Commission and additional documentation from MassHire of their scope, budget and timeline detailing the new amount and its use.
2. Request a Commission meeting date on which to go before the Commission.
3. If approved, draft a new grant for this amount and go through the usual process from this point.

We would like to allocate \$60,000 for slots in our **English Language Training** (ELT) classes. We plan to enroll 48 students (at a cpp of \$1,250). The number of students in each class will vary as students enter our program with different English levels. Our program spans eight Student Performance Levels (SPL). Our plan is to conduct intense recruitment during the summer and to fill as many of the slots as many as possible by the Fall cycle in September. Every year we offer three cycles of 13 weeks each of ELT class. Typically, we offer our ELT classes in person at our Medford, MA site, however, beginning March 2020, all levels of our EFH classes, as well as our Technology and Civics classes, are now being offered online using Google Classroom. Our EFH classes are ready to be imparted in person, online, or in a hybrid format to accommodate potential restrictions due to the current crisis.

We believe that serving a higher number of students in our ELT classes will allow us to prepare individuals to reintegrate into the workforce. We know there will be a decrease in job opportunities in the hospitality industry in the foreseeable future. However, BEST is looking into opportunities in hospitals, grocery stores, and other industry related companies that have opportunities available.

These jobs will require strong language and digital literacy skills. Our ELT classes focus on these skills at every level. BEST is a certified Tech Goes Home (TGH) site and has embedded digital literacy into all levels of instruction. TGH empowers communities to access and use digital tools to overcome barriers and advance lives. TGH prioritizes low-income and underserved populations, including people from challenged neighborhoods, those without technology at home, the unemployed and underemployed, people who do not speak English, and individuals with disabilities. Through TGH, students who participate in our program are able to purchase a Chromebook for \$50 and get access to low-cost reliable internet service. If people are unable to pay the fee for the purchase for the Chromebook, BEST has in the past successfully secured funding, and will continue to do so in the future if possible.

Our current one year MGC contract has supported the ELT learning of 30 students. These are a few highlights of their work.

- 24 of our 30 enrollments have been actively participating in class since their enrollment and continue now through our online classes
- Five students got a better job
- Half of the students were able to participate in a TGH course and purchase a low-cost Chromebook upon completion
- BEST Career Coaches have been working with students to prepare for employment by practicing their interviewing skills
- Since the pandemic began, all ELT classes transitioned to full online learning. BEST staff have provided additional support during these times, ranging from access to food assistance (through grocery gift cards funded by United Way, the Boston Resiliency Fund, and other sources) for those in need, to hosting additional workshops on subjects such as *Stress Reduction: How to Understand What is Within your Control* and *Media Literacy*.

Overall, our decision to change the original funding allocation for these programs is based on the current economy and status of the hospitality industry. We remain committed to preparing un/under-employed individuals to enter quality jobs offered in the hospitality industry, once the economy is on its road to recovery.

Follow-up Email Correspondence from MHMN Re: Funding Amount \$60,000

From: Lorraine Rivera <lriviera@masshiremetronorth.org>
Sent: Tuesday, November 10, 2020 9:29 AM
To: Howard, Crystal <crystal.howard@massgaming.gov>
Subject: RE: 2020 Metro Boston (MBRGHC) Workforce Development Grant: follow-up from 7/20 meeting

Hi Crystal,

The confusion is due to a mistake on our part. In our original budget, we allocated \$100,000 for BEST. On **January 29th** BEST sent us a preliminary budget of how those funds would be allocated:

\$25,000 was for ELT: *"We would like to allocate \$25,000 for slots in our English for Hospitality (EFH) classes. We plan to enroll 20 students (at a cpp of \$1,250)."*

\$75,000 was for the Housekeep Pre-Apprentice training: *"We would like to allocate \$75,000 for slots into our Introduction to Hospitality, Housekeeping Pre-Apprenticeship Program. We plan to enroll 15 students (at a cpp of \$5,000 as discussed)."*

After the pandemic was in full force, Chris and I reached out to all of the partners and asked if they wanted to make changes to their programs based on COVID safety guidelines and almost everything going remote. On **May 12th**, Marie sent us a revised allocation of funds (attached) and changed the split of her vouchers:

\$60,000 was for ELT: *"We would like to allocate \$60,000 for slots in our English Language Training (ELT) classes. We plan to enroll 48 students (at a cpp of \$1,250)."*

\$40,000 was for the Housekeep Pre-Apprentice training: *"BEST Corp. would like to allocate \$40,000 for slots into our Introduction to Hospitality, Housekeeping Pre-Apprenticeship Program. We plan to enroll 8 students at a cost per participant (cpp) of \$5,000."*

On **May 18th** we were asked by MGC to revise our budget and choose between applying for additional funds for either the regional need or joint application: *"(Please note: The Community Mitigation Fund guidelines permit either the \$50,000 or the \$100,000 to be awarded, but not both.)"* We revised our budget from \$450,000 to \$400,000 by reducing each line item. NECAT and BEST were reduced from \$100,000 each to \$89,500 (the other organizations also saw a small

percentage in reductions). Our mistake was that we never asked Marie for a revised allocation of her training slots based on the updated allocation of \$89,500!

Can you tell me, of that \$89.5k, how much was originally set aside for the ELT as opposed to the hospitality training?

We failed to do this and I apologize for creating this confusion. If I did a straight 60%/40% split of the \$89,500 (the way Marie split the \$100,000), it would be \$53,700, but that doesn't quite work when taking into account that each slot is listed as a \$1,250 cost per participant. Instead, 43 slots would be \$53,750 or 42 slots would be \$52,500.

I hope this breakdown was able to provide more clarity, it took me some time to backtrack and figure out what caused even my own confusion. Please let me know if you need additional info.

Thanks,

Lorraine L. Rivera

Director of Sector Projects

186 Alewife Brook Parkway, Suite 216

Cambridge, MA 02138

T 617-864-1597

lriviera@masshiremetronorth.org



Q/A Re: BEST Proposal Review

Questions:

1) Did this program begin/ has it continue to run (despite MGC funding)? {Would the funding be retro?}

Our ELT program began October 5, 2020 with 30 students funded through 2019 MGC Mitigation Funds granted to the City of Boston's Office of Workforce Development. We are subcontracted to be the ELT providers under this contract. Please see answer to question three. Overall, additional funding through this partnership with the Metro North Mass Hire Board and MGC would allow us to increase capacity. I asked Marie to expand on her comment of "allow us to increase capacity" she stated that having these classes virtually has allowed them to be much more flexible than w/ in-person classes. Students are able to start now and easily make up the hours they missed. Currently, they have 5 different ESOL levels running so they could add additional levels and/or add a second class of an existing level (i.e. if Level 3 is very popular, they would add a 2nd Level 3 class). They've had laid-off Encore and non-Encore employees request these classes but did not have the funding to do more than 30 students, w/ the additional funding they could enroll them and outreach to enroll even more students. The cohorts are 12-13 weeks long so added cohorts would still graduate within the grant year.

2) Is the programming being currently done online?

Yes, all classes are conducted virtually.

3) Who was the ELT programming in the 2019 contract that the proposal referred to? [The 30 students]

BEST was subcontracted to provide ELT to 30 enrollments under the 2019 MGC Mitigation Funds. The primary funder was MGC and the intermediary was the City of Boston's Office of Workforce Development. Part of the 2019 mitigation funds granted to OWD intended for skills training were not used. As the pandemic hit, training providers that were subcontracted for this work were unable to continue with training. Those funds were reallocated towards ELT. OWD extended its 2019 contract with BEST to provide ELT training for 30 participants at a cost of \$36,500 (\$1250 cpp).

4) Any idea if any prior or current students have casino connections? Would you be able to track if any future enrollees received interviews and/or positions with Encore?

BEST would be able to track this. In the past, BEST graduates have been placed at jobs in the casino. We also get requests from Encore employees for classes that we have not had funding for.

5) What students are eligible? [Is it for a particular community?]

Our target population are Boston and Greater Boston former hospitality (including casino workers) who have been laid off as a result of the pandemic as well as those un/underemployed individuals who are in need of a job/better job. Our curriculum is workplace-based (e.g. tailored toward securing employment and retaining employment).

6) The application received and awarded for 2020 specified that La Comunidad was continuing their ESOL courses during pandemic closures, offering them online. Additionally, Chelsea Collaborative, Somerville Community Corp and Neighborhood Developers would be offering ESOL through the Community Advisor Network. Are those communities still running ESOL programs and how does/will offering BEST vary and/or impact the other ESOL programming?

-La Comunidad and Chelsea Collaborative have temporarily suspended in-person ESOL classes but have not yet switched to a virtual version due to the “digital divide” barrier in those communities, specifically residents not having computers w/ cameras, reliable internet, or sufficient computer skills. They’re working to address these barriers (along w/ TND) before offering virtual versions of the classes they had pre-COVID. A specific example: This summer Chelsea Collaborative, through a partnership with the Chelsea Public Library, worked to provide a WIFI hotspot and were contracted to obtain 25 computers for residents to participate in their virtual Workforce Development classes this fall. Once these organizations are able to secure laptops/Chromebooks, mobile hotspot devices, etc, they feel comfortable scheduling virtual classes and workshops. Another example, TND’s virtual Job Readiness classes offered a “lending program” of laptops for participants in order to mitigate the barrier.

-Computer Skills training was actually another series of classes Chelsea Collaborative offered in-person before the pandemic, but found it tricky to teach virtually. TND and SCC did not/do not offer ESOL directly, they always make referrals to ESOL programs in the community. TND makes referrals for ESOL to Revere Community School and Bunker Hill CC (Chelsea campus). SCC makes ESOL referrals to the Somerville Center for Adult Learning Experiences (SCALE).

-Something we find quite appealing about funding BEST is they were ahead of these other organizations by already being a certified Tech Goes Home (TGH) site before the pandemic hit - they have embedded digital literacy into all levels of instruction.



SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Small Business Impact Statement in accordance with G.L. c. 30A, §2 relative to the proposed amendments to 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; notice of which was filed with the Secretary of the Commonwealth by Emergency. Specifically, **205 CMR 134.01: Key Gaming Employee Licensees** and **205 CMR 134.02: Gaming Employee Licensees** will allow the licensee to bring in staff from a sister property in an emergency situation to serve as Key Gaming Employees and Gaming Employees without requiring licensure.

This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth, and is primarily governed by G.L. c. 23K, §4(28), 5.

The amendment to 205 CMR 134.03 applies to the gaming licensees and employees. Accordingly, this regulation is unlikely to have an impact on small businesses. Under G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

1. Estimate of the number of small businesses subject to the proposed regulation:

As a general matter, no small businesses are subject to this regulation.

2. State the projected reporting, recordkeeping, and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping, or other administrative costs required for small businesses to comply with this regulation or the proposed amendment therein.

3. State the appropriateness of performance standards versus design standards:

A specific design standard is required in this situation to ensure clarity of the calculation.

4. Identify regulations of the promulgating agency, or of another agency or department of the Commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.



Massachusetts Gaming Commission

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

This amendment is unlikely to have any impact on the formation of new businesses in the Commonwealth.

Massachusetts Gaming Commission

By:

Shara Bedard
Paralegal

Dated: _____



Massachusetts Gaming Commission

Regulation Review Checklist

Agency Contacts for This Specific Regulation		
Name	Email	Phone
Carrie Torrisi		
Loretta Lillios		
Bruce Band		
Overview		
CMR Number	205 CMR 134.01	
Regulation Title	Key Gaming Employee Licensees	
& Draft Regulation		& Final Regulation
Type of Proposed Action		
<input type="checkbox"/> Please check all that apply		
<input type="checkbox"/> Retain the regulation in the current form.		
<input type="checkbox"/> New regulation (Please provide statutory cite requiring regulation):		
<input type="checkbox"/> Emergency regulation (Please indicate the date regulation must be adopted): 7/2/2020		
<input type="checkbox"/> Amended regulation (Please indicate the date regulation was last revised): 8/10/2018		
<input type="checkbox"/> Technical correction		
<input type="checkbox"/> Other Explain:		

Summary of Proposed Action
The proposed amendment will allow the licensee to bring in staff from a sister property in an emergency situation to serve as Key Gaming Employees without requiring licensure.
Nature of and Reason for the Proposed Action
The purpose of this amendment is to cover any short-staffing needs resulting from COVID-19.

Additional Comments or Issues Not Earlier Addressed by this Review

Regulation Review Checklist

Required Attachments	
<input type="checkbox"/> Please check all that apply	
& Redlined version of the proposed amendment to the regulation, including repeals	& Clean copy of the regulation if it is a new chapter or if there is a recommendation to retain as-is
& Text of statute or other legal bases for regulation	
& Small Business Impact Statement (SBIS)	& Amended SBIS

205 CMR: MASSACHUSETTS GAMING COMMISSION

205 CMR 1434.00: LICENSING AND REGISTRATION OF EMPLOYEES, VENDORS, JUNKET ENTERPRISES AND REPRESENTATIVES, AND LABOR ORGANIZATIONS

134.01: Key Gaming Employee Licensees

No individual shall be employed by or perform services for a gaming licensee as a key gaming employee, as defined by M.G.L. c. 23K, § 2, unless the individual has been licensed in accordance with M.G.L. c. 23K, § 30 and 205 CMR 134.00. There shall be two categories of key gaming employee licensees: key gaming employee-executive and key gaming employee-standard.

(1) An individual holding one of the following positions, and any person in a similar or equivalent position, regardless of job title, whose employment relates to gaming shall be designated as a key gaming employee-executive:

- (a) Assistant General Manager;
- (b) Chief Internal Audit Officer;
- (c) Gaming Manager;
- (d) Chief Financial Officer;
- (e) Chief of Security;
- (f) General Manager;
- (g) Chief Surveillance Officer;
- (h) Chief Compliance Officer;
- (i) Principal executive Officer;
- (j) Principal operating Officer;
- (k) Principal accounting Officer;
- (l) Chief Information Officer;
- (m) Other executive level employees who are not identified as a key gaming employee-standard in accordance with 205 CMR 134.01(2) as determined by the commission.

(2) An individual holding one of the following positions, and any person in a similar or equivalent position, regardless of job title, whose employment relates directly to a gaming establishment shall be designated as a key gaming employee-standard:

- (a) Controller;
- (b) Electronic gaming device or slot machines manager;
- (c) Human resources manager;
- (d) Information technology manager;
- (e) Pit boss;
- (f) Shift supervisor of table games, of a slot department, credit department, security, surveillance, accounting department, cage, or player development;
- (g) Credit manager;

- (h) Cage manager;
- (i) Hotel Manager;
- (j) Entertainment Director;
- (k) Food & Beverage Manager;
- (l) Other managerial employees who are not identified as a key gaming employee-executive in accordance with 205 CMR 134.01(1), but who are empowered to make discretionary decisions which impact gaming establishment operations, or as determined by the commission;
- (m) Junket representative not employed by a gaming licensee or affiliate of the gaming licensee or a junket enterprise licensed as a gaming vendor in accordance with 205 CMR 134.00.

(3) Any individual who is a qualifier of a gaming licensee but who does not perform any of the duties of the positions identified in 205 CMR 134.01(1)(a) or (b) does not have to become licensed as a key gaming employee. Such individual does have to be approved as a qualifier and issued a positive determination of suitability in accordance with 205 CMR 111.00: *Phase 1 Application Requirements*, 205 CMR 115.00: *Phase 1 Suitability Determination, Standards and Procedures*, and 205 CMR 116.00: *Persons Required to Be Licensed or Qualified*. An individual who has been issued a positive determination of suitability in accordance with 205 CMR 111.00: *Phase 1 Application Requirements* and who will be performing the responsibilities requiring licensure as a key gaming employee shall apply for licensure in accordance with 205 CMR 134.08(2) subject to the term limitation of 205 CMR 134.16(4).

(4) From the date operations are recommenced after any period of suspension or during any emergency situation as defined in 205 CMR 109.00, a gaming licensee may temporarily allow, subject to approval by the Bureau, individuals who are employed at a gaming property which is owned and/or operated by it, its parent, or an affiliated company to assist with gaming establishment strategy and/or operation for up to 60 days without those individuals having to become licensed or registered in accordance with 205 CMR 134.00, provided that the gaming licensee does the following:

- (a) Supplies the Bureau a reasonable time in advance of arrival with the name of the individual; the name of the gaming property at which they are employed; their position at the gaming property at which they are employed; a description of the reason for the individual being at the gaming establishment, including the services to be performed, the anticipated duration of their stay, and any other information requested by the Bureau;
- (b) Ensures all individuals performing services under 205 CMR 134.01(1) or 134.01(2) carry identification and wear a badge issued by the gaming licensee that is distinguishable from those that are issued to employees of the gaming establishment and that is clearly visible at all times while at the gaming establishment;
- (c) If the individual is licensed, certified, or otherwise approved for employment by the jurisdiction which the gaming property in which they are employed is located, an individual licensed as a key gaming employee in accordance with 205 CMR 134.00 shall attest in writing that the individual is in good standing in that jurisdiction; and

(d) Ensures that the individual is accompanied by an individual who is licensed or registered in accordance with 205 CMR 134.00 anytime they are in a restricted area of the gaming establishment.

(5) The Commission, upon recommendation from the Division of Licensing and the Bureau, may extend the period of allowance set forth in 205 CMR 134.01(4) for a period not to exceed six months from the date operations are recommenced after any period of suspension or for the duration of any emergency situation as defined in 205 CMR 109.00 following consideration of the gaming licensee's written explanation of need, continuing training plan, and expected duration.

Regulation Review Checklist

Agency Contacts for This Specific Regulation		
Name	Email	Phone
Carrie Torrisi		
Loretta Lillios		
Bruce Band		
Overview		
CMR Number	205 CMR 134.02	
Regulation Title	Gaming Employee Licensees	
& Draft Regulation	& Final Regulation	
Type of Proposed Action		
<input type="checkbox"/> Please check all that apply		
<input type="checkbox"/> Retain the regulation in the current form.		
<input type="checkbox"/> New regulation (Please provide statutory cite requiring regulation):		
<input type="checkbox"/> Emergency regulation (Please indicate the date regulation must be adopted): 7/2/2020		
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Summary of Proposed Action
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Nature of and Reason for the Proposed Action
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Additional Comments or Issues Not Earlier Addressed by this Review

Regulation Review Checklist

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& Text of statute or other legal bases for regulation	
& Small Business Impact Statement (SBIS)	& Amended SBIS

205 CMR: MASSACHUSETTS GAMING COMMISSION

205 CMR 1434.00: LICENSING AND REGISTRATION OF EMPLOYEES, VENDORS, JUNKET ENTERPRISES AND REPRESENTATIVES, AND LABOR ORGANIZATIONS

134.02: Gaming Employee Licensees

No individual shall be employed by or perform services for a gaming licensee as a gaming employee, as defined by M.G.L. c. 23K, § 2, unless the individual has been licensed in accordance with M.G.L. c. 23K, § 30, and 205 CMR 134.00. An individual holding one of the following positions, and any person in a similar or equivalent position, regardless of job title, shall be designated as a gaming employee:

- (a) Boxpersons;
- (b) Cashiers;
- (c) Change personnel;
- (d) Clerks;
- (e) Count room personnel;
- (f) Data processing personnel;
- (g) Dealers and croupiers;
- (h) Floorpersons;
- (i) Gaming Hosts;
- (j) Internal audit and accounting personnel whose duties include reviewing, verifying, and recording gaming revenue entries, the processing or control of active accounting documents related to gaming activity, or that have access to active accounting documents related to gaming activity;
- (k) An individual who is directly connected to the operation or maintenance of a slot machine or game taking place in a gaming establishment (whether employed by the gaming licensee or a vendor licensed in accordance with 205 CMR 134.00);
- (l) Personnel authorized to extend complimentary services, including employees performing functions similar to those performed by a junket representative;
- (m) Junket representative employed by the gaming licensee or affiliate of the gaming license or a junket enterprise licensed as a gaming vendor in accordance with 205 CMR 134.00;

- (n) Personnel authorized to issue credit;
- (o) Personnel authorized to issue promotional play including persons who identify patrons or groups of patrons who shall receive complimentaries based on actual patron play, authorize such complimentaries, or determine the amount of such complimentaries;
- (p) Personnel with security administrator access to a slot machine tracking system;
- (q) Security personnel, including guards and game observers, or an employee with knowledge of security procedures of the gaming establishment;
- (r) Surveillance personnel, including surveillance equipment maintenance and repair technicians (whether employed by the gaming licensee or a vendor licensed in accordance with 205 CMR 134.00);
- (s) Any employee who conducts or participates in the conduct of gaming, who participates in the transfer or handling of chips, tokens or money, or who participates in audit or accounting functions;
- (t) Any employee who has access to a restricted area of a gaming establishment;
- (u) A person who supervises a person required to be licensed as a gaming employee in accordance with 205 CMR 134.02; and
- (v) An employee of a gaming licensee whom the Bureau deems necessary to be licensed to ensure compliance with the M.G.L. c. 23K, and 205 CMR, and to protect the public and ensure the credibility and integrity of gaming in the Commonwealth.

(4) From the date operations are recommenced after any period of suspension or during any emergency situation as defined in 205 CMR 109.00, a gaming licensee may temporarily allow, subject to approval by the Bureau, individuals who are employed at a gaming property which is owned and/or operated by it, its parent, or an affiliated company to assist with gaming establishment strategy and/or operation for up to 60 days without those individuals having to become licensed or registered in accordance with 205 CMR 134.00, provided that the gaming licensee does the following:

- (a) Supplies the Bureau a reasonable time in advance of arrival with the name of the individual; the name of the gaming property at which they are employed; their position at the gaming property at which they are employed; a description of the reason for the individual being at the gaming establishment, including the services to be performed, the anticipated duration of their stay, and any other information requested by the Bureau;
- (b) Ensures all individuals performing services under 205 CMR 134.02 carry identification and wear a badge issued by the gaming licensee that is distinguishable from

those that are issued to employees of the gaming establishment and that is clearly visible at all times while at the gaming establishment;

(c) If the individual is licensed, certified, or otherwise approved for employment by the jurisdiction which the gaming property in which they are employed is located, an individual licensed as a key gaming employee in accordance with 205 CMR 134.00 shall attest in writing that the individual is in good standing in that jurisdiction; and

(d) Ensures that the individual is accompanied by an individual who is licensed or registered in accordance with 205 CMR 134.00 anytime they are in a restricted area of the gaming establishment.

(5) The Commission, upon recommendation from the Division of Licensing and the Bureau, may extend the period of allowance set forth in 205 CMR 134.01(4) for a period not to exceed six months from the date operations are recommenced after any period of suspension or for the duration of any emergency situation as defined in 205 CMR 109.00 following consideration of the gaming licensee's written explanation of need, continuing training plan, and expected duration.

LEGISLATIVE MATTERS		
	BACKGROUND	ACTION TAKEN AND STATUS
CHARITABLE GAMING	<p>The Commission was given the power to regulate and enforce G.L. c.271, § 7A relating to bazaars. A bazaar is essentially a casino night conducted for charitable purposes. By law, this activity has been overseen by the Attorney General's Office and the State Lottery.</p> <p>Section 103 of the gaming act directed the Commission to analyze the laws relative to charitable gaming and report its findings and recommendations including any proposed draft legislation to the Legislature.</p>	<p>By letter dated January 13, 2013 from Chair Crosby to Legislative leadership the Commission submitted several proposed amendments to the laws governing charitable gaming. The proposal was crafted in close consultation with representatives of the AGO and SL. The amendments would have updated the law to reflect best practice and removed the Commission from the process.</p> <p>HB 301 incorporating the proposed language was sponsored by Rep. Wagner in the 2015-2016 legislative session. After a hearing before the Joint Committee on Economic Development and Emerging Technologies at which Commissioner Zuniga testified, the bill was reported favorably and referred to HWM. No further action was reported.</p> <p>The same bill sponsored by Rep. Wagner was filed as HB 2836 in the 2017-2018 session. This bill was similarly referred to HWM where no further action was taken.</p>
RACING AND SIMULCASTING RE-WRITE ("128D")	<p>The Commission's authority to regulate horse racing and simulcasting is derived from G.L. c.128A, 128C. There are a variety of other legal authorities that bear on the industry as well.</p> <p>Section 104 of the gaming act directed the Commission to analyze the efficacy of the laws relative to pari-mutuel and simulcast wagering and report its findings and recommendations including any proposed draft legislation to the Legislature.</p>	<p>In furtherance of the directive under Section 104, the Commission drafted proposed legislation designed to consolidate the laws governing horse racing and wagering in one location, and with the object of promoting efficient operation, and the honesty and integrity of the process. Specifically, the proposal included a new G.L. c.128D to replace all the other legal authorities. This would effectively resolve the annual need to address the expiration of the racing laws.</p>

	<p>The proposal was first submitted to the Legislature for consideration on April 10, 2013 in conjunction with the Commission's report to the Legislature pursuant to Section 104 of the gaming act.</p> <p>A new version of the proposal to update the racing law was delivered to the Clerk of the House on October 31, 2016 by letter from Ed Bedrosian. The Commission's proposal was filed as an amendment to the Senate FY17 budget by Sen. Pacheco. A similar bill, SB 175, was also filed by Sen. Boncore on January 20, 2017. A hearing was held before the Joint Committee on Economic Development & Emerging Technologies on October 31, 2017 at which Chair Crosby testified.</p> <p>On November 6, 2018, the Commission proposed the new 128D legislation via letter from Ed Bedrosian. HB 9 was filed on March 22, 2017 as an agency filed bill. It was referred to Joint Committee on Consumer Protection and Professional Licensure which conducted a public hearing on June 7, 2017 at which Chair Crosby testified.</p> <p>HB 13 was filed on January 22, 2019 as an agency filed bill. It was referred to the Joint Committee on Consumer Protection and Professional Licensure where it was ultimately reported as ought not to pass on July 7, 2020. Via letter from Ed Bedrosian dated June 27, 2019, the Commission expressed its support for the bill.</p> <p>On December 9, 2019, the Commission forwarded a letter in support of an extension of the expiration date for the racing statutes. Therein, the Commission referred to the aforementioned HB 13, and expressed an interest in discussing the proposal further as appropriate.</p>
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<p>APPLICATION OF CONFLICT OF INTERST LAW TO SUBCOMMITTEE MEMBERS</p>	<p>The Gaming Policy Advisory Committee, and associated subcommittees, were established pursuant to G.L c.23K, §68. The committees are comprised of appointees from municipalities and gaming licensees, amongst others. By virtue of their membership on the committees these individuals are deemed special state employees. The state conflict of interest law, G.L. c.268A, §4, contains several restrictions against divided loyalties. Accordingly, individuals whose employment requires their involvement with mitigation efforts related to the casinos are generally precluded from serving on the Commission’s committees and subcommittees. This has made it difficult fill the statutorily required seats on the committees.</p>	<p>By letter dated May 4, 2016 from Chair Crosby to Legislative leadership the Commission proposed language that would amend Chapter 23K so as to give relief to municipal employees from the divided loyalty provisions of the conflict of interest law so that they may serve on the Commission’s advisory committees under section 68 and fully participate. The proposed language was drafted by leadership from the State Ethics Commission after consultation with representatives of the Commission.</p> <p>The Commission submitted the proposal to the Clerk of the House on October 31, 2016 via letter from Ed Bedrosian. HB 10 was filed on March 22, 2017 as an agency filed bill. It was reported favorably as amended by the Joint Committee on Economic Development and Emerging Technologies. A hearing was conducted on October 31, 2017 at which Chair Crosby testified. The bill became HB 4398 and was eventually ordered to a third reading in the House.</p> <p>The Commission submitted the proposal to the Clerk of the House on November 6, 2018 via letter from Ed Bedrosian. HB14 was filed on January 22, 2019 as an agency filed bill and was referred to Joint Committee on Economic Development and Emerging Technologies. Via letter dated July 15, 2019 from Ed Bedrosian the Commission expressed its support for the bill. On February 5, 2020, the bill was reported favorably by Joint Committee on Economic Development and Emerging Technologies.</p>
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MASSACHUSETTS GAMING COMMISSION

MEMORANDUM

To: Chair Judd-Stein and Commissioners Cameron, O'Brien, Stebbins, and Zuniga
From: Karen Wells, Executive Director and Derek Lennon, CFAO
Date: 12/3/2020
Re: Fiscal Year 2021 (FY21) First Budget Update

Summary:

The Massachusetts Gaming Commission approved a FY21 budget for the Gaming Control Fund of \$32.42M, composed of \$26.9M in regulatory costs and \$5.52M in statutorily required costs. In addition, the entire Research and Responsible Gaming budget will be funded from the Public Health Trust Fund (PHTF), at an additional \$4.62M. The Gaming Control Fund required an initial assessment of \$29.67M on licensees. The Commission approved an additional \$3.75M assessment for the PHTF. The combination of the assessments for the Gaming Control Fund and the PHTF resulted in a total assessment of \$33.42M on licensees. As previously reported in the FY20 closeout update, FY20 revenue exceeded FY20 expenses by \$1.06M, and the timing of reimbursements for \$1M of FY20 independent monitoring expenses did not happen until FY21, which results in the initial FY21 assessment for the Control Fund being reduced by \$2.06M from \$29.67M to \$27.61M.

The FY21 approved budget does not include estimates for additional costs of on-going litigation or any additional costs for the independent monitor. We are only recommending an additional \$195.6K in costs be added to the budget at this point. The \$195.6K represents the amount paid between 7/1/2020 and 9/30/2020 for the independent monitoring expenses. We have increased the revenue projections for those bills.

Spending Update and Revenue:

When the Commission approved the initial FY21 budget it was with the knowledge that only the bare minimum required for the MGC's insurance policy was funded in the litigation budget. In addition, the FY21 funding included a flat spending projection for MSP OT. We will continue to monitor both of these items. For the first time, the Commission also included a projection for turnover savings of \$250K. We have realized better than 50% of that savings through the first quarter of the year. The costs of the independent monitor were not included in the FY21 budget as that item is revenue neutral, (each dollar of expense is offset by a corresponding dollar of revenue). We are increasing the spending projection by \$195.6K for the bills paid between 7/1/2020 and 9/30/2020 for the independent monitor, but also increasing the revenue projection by that same amount.

The FY21 Budget for the Gaming Control Fund relies on fees from licensing and slot machines, and an assessment to maintain regulatory oversight of the gaming operations. The Commonwealth operates on a modified cash basis of accounting. Therefore, the reimbursements for \$1M of independent



Massachusetts Gaming Commission

monitoring expenses that were paid in FY20 were credited to FY21 revenue because they were not received until after July 1, 2020. The \$1M in independent monitoring fee revenue, combined with the excess revenue of \$1.06M from FY20 is credited back to the assessment on licensees. The amount credited back to each licensee was discussed in the FY20 closeout report on 9/24/2020. For the first time in any fiscal year since we began tracking the Gaming Control Fund budget, licensing fees may not exceed projections. The main area for us to watch is the employee licensing fees. The COVID-19 restrictions in place are resulting in a lower turnover and hiring rate at the casinos.

Due to the uncertainty of this fiscal year, the numerous potential areas of exposure we are tracking right now, as well as this report only covering the first 3 months of the fiscal year we are not recommending any changes to the current assessment other than reducing the assessment for the carryforward in FY20 surplus revenue and the timing of reimbursements for the FY20 independent monitoring expenses.

Attachment A to this document summarizes the information contained in this memorandum.

Conclusion:

We do not recommend any changes to the Gaming Control Fund Budget at this time. We will continue to monitor all spending and revenue activity with attention to litigation costs, GEU overtime costs, payroll turnover savings, and employee licensing fees for future updates.

Attachment: A FY21 Actuals Spending and Revenue as of 10/1/2020



Massachusetts Gaming Commission

2021		Budget Projections						
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
10500001--Gaming Control Fund								
MGC Regulatory Cost								
AA REGULAR EMPLOYEE COMPENSATION	\$ 6,794,180.09		\$ -	\$ -	\$ 6,794,180.09	\$ 1,708,383.64	25%	25%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ -		\$ -	\$ -	\$ -	\$ 2,743.90	#DIV/0!	25%
CC SPECIAL EMPLOYEES	\$ 331,950.00		\$ -	\$ -	\$ 331,950.00	\$ 49,708.84	15%	25%
DD PENSION & INSURANCE RELATED EX	\$ 2,552,451.33		\$ -	\$ -	\$ 2,552,451.33	\$ 623,000.14	24%	25%
EE ADMINISTRATIVE EXPENSES	\$ 503,889.84		\$ -	\$ -	\$ 503,889.84	\$ 45,551.72	9%	25%
FF PROGRAM, FACILITY, OPERATIONAL SUPPLIES	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
GG ENERGY COSTS AND SPACE RENTAL	\$ 1,318,586.22		\$ -	\$ -	\$ 1,318,586.22	\$ 340,922.36	26%	25%
HH CONSULTANT SVCS (TO DEPTS)	\$ 705,094.48		\$ -	\$ 195,661.60	\$ 900,756.08	\$ 282,165.69	31%	25%
JJ OPERATIONAL SERVICES	\$ 10,335,644.70		\$ -	\$ -	\$ 10,335,644.70	\$ 622,846.97	6%	25%
KK Equipment Purchase	\$ 57,500.00		\$ -	\$ -	\$ 57,500.00	\$ -	0%	25%
LL EQUIPMENT LEASE-MAINTAIN/REPAIR	\$ 44,994.25		\$ -	\$ -	\$ 44,994.25	\$ 5,700.88	13%	25%
NN NON-MAJOR FACILITY MAINTENANCE REPAIR	\$ 20,000.00		\$ -	\$ -	\$ 20,000.00	\$ 650.00	3%	25%
PP STATE AID/POL SUB/OSD	\$ 150,000.00		\$ -	\$ -	\$ 150,000.00	\$ -	0%	25%
TT PAYMENTS & REFUNDS	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
UU IT Non-Payroll Expenses	\$ 4,078,393.44		\$ -	\$ -	\$ 4,078,393.44	\$ 493,419.92	12%	25%
MGC Regulatory Cost Subtotal:	\$ 26,892,684.35		\$ -	\$ 195,661.60	\$ 27,088,345.95	\$ 4,175,094.06		
EE--Indirect Costs	\$ 1,966,560.63	\$ -	\$ -	\$ -	\$ 1,966,560.63	\$ 307,921.96	16%	
Office of Attorney General								
ISA to AGO	\$ 2,510,000.00		\$ -	\$ -	\$ 2,510,000.00	\$ 424,737.89	17%	25%
TT Reimbursement for AGO 0810-1024	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
AGO State Police	\$ 976,948.80		\$ -	\$ -	\$ 976,948.80	\$ 121,157.03	12%	25%
Office of Attorney General Subtotal:	\$ 3,486,948.80	\$ -	\$ -	\$ -	\$ 3,486,948.80	\$ 545,894.92		
ISA to ABCC	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	0%	25%
Gaming Control Fund Total Costs	\$ 32,421,193.78	\$ -	\$ -	\$ 195,661.60	\$ 32,616,855.38	\$ 5,028,910.94		25%
		Revenue Projections						
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total		
Gaming Control Fund Beginning Balance 0500	\$ -		\$ -	\$ 1,060,392.28	\$ 1,060,392.28	\$ 1,060,392.28		
EBH Security Fees 0500/Monitoring	\$ -		\$ -	\$ 1,195,661.60	\$ -	\$ 1,086,667.97		
IEB Background/Investigative Collections 3000	\$ -		\$ -	\$ 16,405.01	\$ -	\$ 16,405.01		
Category/Region Collection Fees 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Phase 1 Refunds 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Phase 2 Category 1 Collections (restricted) 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Region C Phase 1 Investigation Collections 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Region C Phase 2 Category 1 Collections 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Grant Collections (restricted) 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Region A slot Machine Fee 0500	\$ 1,092,773.08		\$ -	\$ -	\$ 1,092,773.08	\$ -		
Region B Slot Machine Fee 0500	\$ 456,057.69		\$ -	\$ -	\$ 456,057.69	\$ -		
Slots Parlor Slot Machine Fee 0500	\$ 451,350.00		\$ -	\$ -	\$ 451,350.00	\$ -		
Gaming Employee License Fees (GEL) 3000	\$ 450,000.00		\$ -	\$ -	\$ 450,000.00	\$ 9,300.00		
Key Gaming Executive (GKE) 3000	\$ 60,000.00		\$ -	\$ -	\$ 60,000.00	\$ 2,000.00		
Key Gaming Employee (GKS) 3000	\$ 40,000.00		\$ -	\$ -	\$ 40,000.00	\$ 7,500.00		
Non-Gaming Vendor (NGV) 3000	\$ 30,000.00		\$ -	\$ -	\$ 30,000.00	\$ 6,100.00		
Vendor Gaming Primary (VGP) 3000	\$ 75,000.00		\$ -	\$ -	\$ 75,000.00	\$ 30,000.00		
Vendor Gaming Secondary (VGS) 3000	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ 10,000.00		
Gaming School License (GSB)	\$ -		\$ -	\$ -	\$ -	\$ -		
Gaming Service Employee License (SER) 3000	\$ 30,000.00		\$ -	\$ -	\$ 30,000.00	\$ 2,175.00		
Subcontractor ID Initial License (SUB) 3000	\$ -		\$ -	\$ -	\$ -	\$ -		
Temporary License Initial License (TEM) 3000	\$ 15,000.00		\$ -	\$ -	\$ 15,000.00	\$ -		
Assessment for PHTF	\$ 3,750,000.00		\$ -	\$ -	\$ 3,750,000.00	\$ -		
Transfer PHTF Assessment to PHTF	\$ (3,750,000.00)		\$ -	\$ -	\$ (3,750,000.00)	\$ -		
Veterans Initial License (VET) 3000	\$ -		\$ -	\$ -	\$ -	\$ -		
Transfer of Licensing Fees to CMF 0500	\$ -		\$ -	\$ -	\$ -	\$ -		
Assessment 0500	\$ 29,671,013.01		\$ -	\$ (2,060,392.28)	\$ 27,610,620.73	\$ 8,554,914.78		
Misc/MCC Grant	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ -		
Misc/Bank Interest 0500	\$ -		\$ -	\$ -	\$ -	\$ 6,146.02		
Grand Total	\$ 32,421,193.78	\$ -	\$ -	\$ 212,066.61	\$ 31,421,193.78	\$ 10,791,601.06		
2021		Budget Projections						
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
4000-1101 Research and Responsible Gaming/Public Health Trust Fund								
AA REGULAR EMPLOYEE COMPENSATION	\$ 212,145.42		\$ -	\$ -	\$ 212,145.42	\$ 50,927.14	24%	25%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ 10,000.00		\$ -	\$ -	\$ 10,000.00	\$ 207.65	2%	25%
CC SPECIAL EMPLOYEES	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
DD PENSION & INSURANCE RELATED EX	\$ 80,594.05		\$ -	\$ -	\$ 80,594.05	\$ -	0%	25%

EE ADMINISTRATIVE EXPENSES	\$ 319,389.54	\$ -	\$ -	\$ 319,389.54	19,515.29	6%	25%
FF PROGRAMMATIC FACILITY OPERATONAL SUPPLIES	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	10,693.64	1069%	25%
HH CONSULTANT SVCS (TO DEPTS)	\$ 2,851,750.00	\$ -	\$ -	\$ 2,851,750.00	600.00	0%	25%
JJ OPERATIONAL SERVICES	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	-	0%	25%
MM PURCHASED CLIENT/PROGRAM SVCS	\$ -	\$ -	\$ -	\$ -	-	#DIV/0!	25%
PP STATE AID/POL SUB	\$ 1,139,870.99	\$ -	\$ -	\$ 1,139,870.99	\$ 81,893.67	7%	25%
UU IT Non-Payroll Expenses	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	0%	25%
ISA to DPH	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%

Research and Responsible Gaming/Public Health Trust

Fund Subtotal:	\$ 4,626,750.00	\$ -	\$ -	\$ -	\$ 4,626,750.00	\$ 163,837.39	4%	25%
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Revenue Projections

Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total
Public Health Trust Fund ISA	\$ 4,626,750.00	\$ -		\$ 4,626,750.00	\$ 4,626,750.00

Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
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10500002								
TT LOANS AND SPECIAL PAYMENTS	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%

Revenue Projections

Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
Greyhound Balance Forward Simulcast 7200	\$ -		\$ 304,458.62	\$ 150,000.00	\$ 304,458.62		
Plainridge Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 27,500.00	\$ 2,140.63		
Raynham Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 95,000.00	\$ 17,362.26		
Suffolk Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -		
TVG Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -		
TWS Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -		
Wonderland Greyhound Import Simulcast 7200	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 120.92		
	\$ -	\$ -	\$ 304,458.62	\$ 311,000.00	\$ 324,082.43		

Budget Projections

Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
10500003								
AA REGULAR EMPLOYEE COMPENSATION	\$ 709,011.74		\$ -	\$ -	\$ 709,011.74	\$ 167,407.84	24%	25%
BB REGULAR EMPLOYEE RELATED EXPEN	\$ -		\$ -	\$ -	\$ -	\$ 329.06	#DIV/0!	25%
CC SPECIAL EMPLOYEES	\$ 450,000.00		\$ -	\$ -	\$ 450,000.00	\$ 113,485.77	25%	25%
DD PENSION & INSURANCE RELATED EX	\$ 269,353.54		\$ -	\$ -	\$ 269,353.54	\$ 65,200.86	24%	25%
EE ADMINISTRATIVE EXPENSES	\$ 42,385.00		\$ -	\$ -	\$ 42,385.00	\$ 1,058.02	2%	25%
FF PROGRAMMATIC FACILITY OPERATONAL SUPPLIES	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ -	0%	25%
HH CONSULTANT SVCS (TO DEPTS)	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ -	0%	25%
JJ OPERATIONAL SERVICES	\$ 769,268.17		\$ -	\$ -	\$ 769,268.17	\$ 77,468.61	10%	25%
KK EQUIPMENT PURCHASES	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
LL EQUIPMENT LEASE-MAINTAIN/REPAR	\$ 915.00		\$ -	\$ -	\$ 915.00	\$ -	0%	25%
MM PURCHASED CLIENT/PROGRAM SVCS	\$ 85,000.00		\$ -	\$ -	\$ 85,000.00	\$ -	0%	25%
NN INFRASTRUCTURE:	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
TT LOANS AND SPECIAL PAYMENTS	\$ -		\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%
UU IT Non-Payroll Expenses	\$ 65,000.00		\$ -	\$ -	\$ 65,000.00	\$ 324.13	0%	25%
EE --Indirect Costs	\$ 195,328.00		\$ -	\$ -	\$ 195,328.00	\$ 35,519.71	18%	25%
ISA to DPH	\$ 70,000.00		\$ -	\$ -	\$ 70,000.00	\$ -	0%	25%
Grand Total	\$ 2,683,261.45		\$ -	\$ -	\$ 2,683,261.45	\$ 460,794.00	17%	25%

Revenue Projections

Revenues	Initial Projection	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total
Racing Oversight and Development Balance Forward 0131	\$ 120,000.00	\$ -	\$ 732,712.39	\$ 120,000.00	\$ 732,712.39
Plainridge Assessment 4800	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	\$ 39,805.96
Plainridge Daily License Fee 3003	\$ 175,000.00	\$ -	\$ -	\$ 175,000.00	\$ 11,215.00
Plainridge Occupational License 3003/3004	\$ 105,000.00	\$ -	\$ -	\$ 105,000.00	\$ 23,870.00
Plainridge Racing Development Oversight Live 0131	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ 901.04
Plainridge Racing Development Oversight Simulcast 0131	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 10,269.19
Raynham Assessment 4800	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00	\$ 21,172.88
Raynham Daily License Fee 3003	\$ 76,500.00	\$ -	\$ -	\$ 76,500.00	\$ 23,100.00
Raynham Racing Development Oversight Simulcast 0131	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ 20,558.42
Suffolk Assessment 4800	\$ 470,000.00	\$ -	\$ -	\$ 470,000.00	\$ 135,172.31
Suffolk Commission Racing Development Oversight Simulcast 0131	\$ 145,000.00	\$ -	\$ -	\$ 145,000.00	\$ -

Suffolk Daily License Fee 3003	\$	75,000.00	\$	-	\$	-	\$	75,000.00	\$	-
Suffolk Occupational License 3003/3004	\$	3,000.00	\$	-	\$	-	\$	3,000.00	\$	-
Suffolk Racing Development Oversight Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Suffolk TVG Commission Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Suffolk TVG Commission Simulcast 0131	\$	160,000.00	\$	-	\$	-	\$	160,000.00	\$	155,048.17
Suffolk Twin Spires Commission Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Suffolk Twin Spires Commission Simulcast 0131	\$	90,000.00	\$	-	\$	-	\$	90,000.00	\$	50,454.22
Suffolk Xpress Bet Commission Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Suffolk Xpress Bet Commission Simulcast 0131	\$	45,000.00	\$	-	\$	-	\$	45,000.00	\$	27,796.46
Suffolk NYRA Bet Commission Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Suffolk NYRA Bet Commission Simulcast 0131	\$	50,000.00	\$	-	\$	-	\$	50,000.00	\$	24,572.57
Transfer to General Fund 10500140 0000	\$	-	\$	-	\$	-	\$	-	\$	-
Wonderland Assessment 4800	\$	10,000.00	\$	-	\$	-	\$	10,000.00	\$	938.98
Wonderland Daily License Fee 3003	\$	66,000.00	\$	-	\$	-	\$	66,000.00	\$	3,600.00
Wonderland Racing Development Oversight Simulcast 0131	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	61.24
Plainridge fine 2700	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$	1,200.00
Suffolk Fine 2700	\$	-	\$	-	\$	-	\$	-	\$	-
Plainridge Unclaimed wagers 5009	\$	175,000.00	\$	-	\$	-	\$	175,000.00	\$	-
Suffolk Unclaimed wagers 5009	\$	220,000.00	\$	-	\$	-	\$	220,000.00	\$	-
Raynham Unclaimed wagers 5009	\$	135,000.00	\$	-	\$	-	\$	135,000.00	\$	-
Wonderland Unclaimed wagers 5009	\$	3,000.00	\$	-	\$	-	\$	3,000.00	\$	-
Misc/Bank Interest 0131	\$	500.00	\$	-	\$	-	\$	500.00	\$	-
Grand Total		\$2,769,000.00		\$0.00		\$0.00		\$732,712.39		\$2,769,000.00
										\$1,282,448.83

Budget Projections									
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500004									
PP Grants and Subsidies (Community Mitigation Fund)	\$	-			\$	-		#DIV/0!	25%
Revenue Projections									
Revenues	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total			
Balance forward prior year	\$	-	\$	-	\$	-	\$	-	
Grand Total	\$	-	\$	-	\$	-	\$	-	

	Budget Projections								
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500005									
TT LOANS AND SPECIAL PAYMENTS (Race Horse Dev Fund)	\$ 14,500,000.00	\$ -	\$ -	\$ -	\$ 14,500,000.00	\$ 1,310,050.43	9%	25%	
	Revenue Projections								
Revenues	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total			
Balance forward prior year 3003				\$ 17,041,274.92	\$ -	\$ 17,041,274.92			
Race Horse Development Fund assessment 3003	\$ 15,000,000.00				\$ 15,000,000.00				
Grand Total	\$ 15,000,000.00	\$ -	\$ -	\$ 17,041,274.92	\$ 15,000,000.00				

Budget Projections									
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500008									
Casino forfeited money MGC Trust MGL 267A S4	\$	-			\$	-	\$	-	
Grand Total	\$	-	\$	-	\$	-	\$	-	

	Budget Projections								
Row Labels	Initial Projection	FY18 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500012/ P promo									
TT LOANS AND SPECIAL PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%	
	Revenue Projections								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total			
Plainridge Import Harness Horse Simulcast 0131	\$ 3,500.00		\$ -	\$ -	\$ 3,500.00	\$ 1,923.50			
Plainridge Racing Harness Horse Live 0131	\$ 9,000.00		\$ -	\$ -	\$ 9,000.00	\$ -			
Raynham Import Plainridge Simulcast 0131	\$ 3,500.00		\$ -	\$ -	\$ 3,500.00	\$ 653.71			
Suffolk Import Plainridge Simulcast 0131	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	\$ -			
Plainridge Racecourse Promo Fund Beginning Balance 7205	\$ 50,000.00		\$ -	\$ 153,515.23	\$ 50,000.00	\$ 153,515.23			
TVG Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			

TVG Simulcast 0131	\$	12,000.00	\$	-	\$	-	\$	12,000.00	\$	2,533.65
Twin Spires Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Twin Spires Simulcast 0131	\$	14,500.00	\$	-	\$	-	\$	14,500.00	\$	1,414.05
Xpress Bets Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Xpress Bets Simulcast 0131	\$	3,500.00	\$	-	\$	-	\$	3,500.00	\$	576.00
NYRA Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
NYRA Simulcast 0131	\$	1,000.00	\$	-	\$	-	\$	1,000.00	\$	133.73
Grand Total	\$	122,000.00	\$	-	\$	153,515.23	\$	122,000.00	\$	160,749.87

	Budget Projections								
Row Labels	Initial Projection		FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed
10500013/ P Cap									
TT LOANS AND SPECIAL PAYMENTS	\$	-	\$	-	\$	-	\$	-	#DIV/0!
	Revenue Projections								
Revenues	Initial Projection			Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total		
Plainridge Import Harness Horse Simulcast 0131	\$	27,500.00		\$	-	\$	27,500.00	\$	1,964.71
Plainridge Racing Harness Horse Live 0131	\$	15,000.00		\$	-	\$	15,000.00	\$	1,536.74
Raynham Import Plainridge Simulcast 0131	\$	2,500.00		\$	-	\$	2,500.00	\$	1,052.19
Suffolk Import Plainridge Simulcast 0131	\$	-		\$	-	\$	-	\$	-
Plainridge Capital Improvement Fund Beginning Balance 7205	\$	355,000.00		\$	-	\$	534,709.14	\$	355,000.00
TVG Live 0131	\$	-		\$	-	\$	-	\$	431.95
TVG Simulcast 0131	\$	30,000.00		\$	-	\$	-	\$	30,000.00
Twin Spires Live 0131	\$	-		\$	-	\$	-	\$	-
Twin Spires Simulcast 0131	\$	30,000.00		\$	-	\$	-	\$	30,000.00
Xpress Bets Live 0131	\$	-		\$	-	\$	-	\$	-
Xpress Bets Simulcast 0131	\$	6,500.00		\$	-	\$	-	\$	6,500.00
NYRA Live 0131	\$	-		\$	-	\$	-	\$	-
NYRA Simulcast 0131	\$	1,200.00		\$	-	\$	-	\$	1,200.00
Grand Total		\$467,700.00		\$0.00	\$534,709.14	\$467,700.00		\$550,260.88	

	Budget Projections								
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500021/ S promo									
TT LOANS AND SPECIAL PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%	
	Revenue Projections								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total			
Plainridge Import Suffolk Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 2,555.56			
Raynham Import Suffolk Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 3,313.81			
Suffolk Import Running Horse Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Suffolk Racing Running Horse Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Suffolk Promotional Fund Beginning Balance 7205	\$ -		\$ -	\$ 154,703.76	\$ -	\$ 154,703.76			
TVG Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
TVG Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 47,992.44			
Twin Spires Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Twin Spires Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 15,424.92			
Xpress Bets Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Xpress Bets Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
NYRA Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
NYRA Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 8,135.93			
Grand Total	\$0.00	\$0.00	\$0.00	\$154,703.76	\$0.00	\$232,126.42			

	Budget Projections								
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500022/ S Cap									
TT LOANS AND SPECIAL PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	25%	
	Revenue Projections								
Revenues	Initial Projection		Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Apvd Adjmts)	Actuals To Date Total			
Plainridge Import Suffolk Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 5,936.87			
Raynham Import Suffolk Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Suffolk Import Running Horse Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Suffolk Racing Running Horse Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
Suffolk Capital Improvement Fund Beginning Balance 7205	\$ -		\$ -	\$ 2,883,873.58	\$ -	\$ 2,883,873.58			
TVG Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			
TVG Simulcast 0131	\$ -		\$ -	\$ -	\$ -	\$ 241,987.52			
Twin Spires Live 0131	\$ -		\$ -	\$ -	\$ -	\$ -			

Twin Spires Simulcast 0131	\$	-	\$	-	\$	-	\$	-	\$	79,721.06
Xpress Bets Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
Xpress Bets Simulcast 0131	\$	-	\$	-	\$	-	\$	-	\$	-
NYRA Live 0131	\$	-	\$	-	\$	-	\$	-	\$	-
NYRA Simulcast 0131	\$	-	\$	-	\$	-	\$	-	\$	42,620.12
Grand Total		\$0.00	\$0.00	\$0.00	\$2,883,873.58		\$0.00		\$3,254,139.15	

Budget Projections									
Row Labels	Initial Projection	FY20 Balance Forward	Approved Adjustments	Proposed Adjustments	Current Budget (Initial+Bal Fwd+Apvd Adjmts)	Actuals To Date Total	%Spent	% BFY Passed	
10500140									
TT LOANS AND SPECIAL PAYMENTS	\$ 721,350.00	\$ -	\$ -	\$ -	\$ 721,350.00	\$ -	0%	25%	

INSIDE FRONT COVER (LETTER FROM THE COMMISSION)

HONORABLE MADAMS AND MESSRS.

We are pleased to deliver the ninth annual report of the Massachusetts Gaming Commission. This report covers the details of our operations as of the end of the Fiscal Year 2020 (June 30, 2020), and is submitted in accordance with G.L. c. 23K, §70.

On March 15, 2020, the Commission voted to temporarily suspend operations at the casinos, racing and simulcasting venues in the Commonwealth due to the extraordinary circumstances brought upon by the spread of COVID-19. The Baker-Polito administration and State Public Health Officials, as part of Phase 3 of the Commonwealth's reopening plan, allowed for the reopening of casinos and race tracks. Consistent with that plan, the Commission voted to allow casino and racing operations ~~were allowed~~ to re-open ~~at different times~~ in July, 2020 under significant occupancy limits and in accordance with specific health and safety requirements ~~adopted-imposed~~ by the Commission. ~~These were done in furtherance of the applicable guidelines issued by the Baker-Polito administration and State Public Health Officials and as part of Phase 3 of the Commonwealth's reopening plan that allowed for the reopening of casinos and race tracks.~~ To date, all licensees continue to operate under those restrictions.

The term of the Category 2 gaming license is five years. The fifth full year of operations for Plainridge Park Casino concluded on June 24, 2020. Prior to this date, the licensee and its parent company, Penn National Gaming, Inc., satisfactorily submitted documentation in accordance with MGC procedures established for the renewal of ~~their-its~~ license. The Commission performed a detailed evaluation of this documentation and associated considerations. On September 30, 2020 the Commission voted unanimously to renew the gaming license for a second term of 5 years commencing from the June 24, 2020 expiration date.

The second anniversary of the opening of MGM Springfield was August 20, 2020, while the first anniversary of Encore Boston Harbor opening was June 23, 2020. The total gaming tax revenues collected for the fiscal year (including Plainridge Park Casino) were **\$195 million** (which reflects operations from July 1, 2019 to March 15, 2020, the date the casinos suspended operations).

Calendar year 2020 marked the sixth year of funding for mitigation projects across the Commonwealth with a total of \$6.7 million in grants. In addition, this fiscal year we maintained funding for workforce development activities that leverage existing efforts at the State and local levels to help provide opportunities for employment despite a decrease in funding to the Community Mitigation fund due to the suspension of ~~operations of~~ casinos operations.

We are always available to discuss with you at your convenience the efforts the Commission is making, the results it is achieving and any other aspect of our operations about which you would like additional information. Sincerely, Massachusetts Gaming Commission

DECEMBER 2018 LISTINGS

Governor, Charles D. Baker, Attorney General, Maura Healey, Treasurer, Deborah Goldberg, Chairs of the House and Senate Committees on Ways & Means, Chairs of the Joint Committee on Economic Development & Emerging Technologies, Clerks of the House and Senate

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MISSION STATEMENT

The mission of the Massachusetts Gaming Commission is to create and maintain a fair, transparent, and participatory process for implementing the expanded gaming law passed by the Legislature and signed by the Governor in November, 2011. The Commission strives to ensure that its decision-making and regulatory systems engender the confidence of the public and participants, and that they provide the greatest possible economic development benefits and revenues to the people of the Commonwealth, reduce to the maximum extent possible the potentially negative or unintended consequences of expanded gaming, and allow an appropriate return on investment for gaming providers that assures the operation of casino-resorts of the highest quality.

LETTER FROM THE CHAIR

The Massachusetts Gaming Commission (MGC) has been in existence since March 21 of 2012, and this report entails the ninth fiscal year of operations in the process of implementing the expanded gaming legislation (**Chapter 194 of the Acts of 2011 — An Act Establishing Expanded Gaming in the Commonwealth**) enacted by the General Court and signed into law by Governor Patrick in November 2011.

We continue to construct, fine tune, and operate the regulatory framework to enable this Commission to effectively oversee and regulate the gaming licenses in the manner that the Gaming Act directs.

DURING FY20 THE COMMISSION:

1. ~~On March 15, 2020, prior to a declaration of emergency, voted to temporarily suspend all gaming, racing and simulcasting operations due to the public health threat of Covid-19 on March 15, 2020. In anticipation of executive action authorizing the phased reopening of the industry, the Commission convened several round table discussions to draft and review casino and racing related Covid 19 protocols. The Commission formally adopted those protocols in advance of the governor's statewide phase 3 reopening authorization. On July 2, 2020, the Commission vacated its March 15th order and allowed g~~Gaming and racing operations ~~to resume were allowed to re-open at the beginning of in early~~ July under ~~occupancy limits and requirements for physical distancingthe Covid protocols~~. We continue to monitor these operations with guidance from the Governor and public health officials to minimize risk to employees, patrons, and citizens of the Commonwealth.
2. Oversaw the fifth ~~full~~ year of operations ~~of~~ at Plainridge Park Casino (PPC). For FY20 ~~(ending June 30, 2020)~~ Gross Gaming Revenues totaled \$96 million (a \$72 million decrease from the prior year – reflecting ~~a partial year given~~ the suspension of operations of casinos ~~in March~~) resulting in taxes of \$47.1 million.
3. Oversaw ~~partial year~~ ~~the of~~ operations of Category 1 facilities (MGM Springfield and Encore Boston Harbor). Gaming revenue for the partial year (from July 1, 2019 through March 15 2020) amounted to \$592 million, which resulted in \$148 million in gaming taxes.
- ~~4. Promulgated or amended nine sets of regulations that govern many important aspects of gaming and racing operations including: licensing, administrative hearings, Standardbred and Thoroughbred racing (exotic bets as well as discovery in racing medication cases, conflict of interest, etc.), progressive gaming devices, voluntary and involuntary exclusion lists and junket enterprises.~~
- ~~5.~~4. Released seven reports spanning a range social and economic measures. The focus of research activities began to transition from the construction phase to measuring the operational impacts of the Massachusetts casino industry.
- ~~6.~~5. Continued to oversee and regulate ~~horsethe~~ racing and simulcasting operations in the Commonwealth, including disbursements via the Race Horse Development Fund to purse accounts, breeding programs, and for the benefit of horsemen organizations for a total of \$12.3 million. This represented a \$4.72 million decrease from the prior year due to the partial suspension of operations on March.
- ~~7.~~6. On March 15, 2020 we seamlessly transitioned to a remote workforce following the Governor's stay-at-home advisory and relief from certain physical requirements of the Open Meeting Law. The Commission successfully held public meetings utilizing the cloud-based technology, which included a video conferencing platform and for the year held 59 public meetings, and an

additional 10 public hearings. We continued to stream all of our public meetings live via the MGC website. Further, there were 18 additional open public meetings (Public Health Trust Fund Executive Committee, Horse Racing Committee, Local Community Mitigation Advisory and Gaming Policy Advisory Committee).

MAJOR MILESTONES ANTICIPATED FOR FISCAL YEAR 2021

FY21 will mark challenging years of operations for all licensees, but especially Category 1 licensees (MGM and Encore). Unlike the Category 2 licensee (PPC), the Category 1 licensees had a larger capital investment amount and therefore a larger amount of debt service and other fixed costs. Further, the Category 1 licensees enjoyed a shorter period of operations at full capacity before the Covid-19 crisis required them to suspend operations. The subsequent reopening with diminished capacity in both gaming and non-gaming operations presents a challenging operational environment. The MGC regularly monitors the licensees' financial stability.

We remain committed to our responsible gaming efforts. Despite a decrease in funding due to the suspension of operations of casinos (a portion of gaming taxes fund our responsible gaming initiatives), we continue to work with the Massachusetts Council on Gaming and Health (f.k.a. Mass Council on Compulsive Gambling) to operate GameSense, an on-site space and program designed to promote positive play and connect people with resources including the Voluntary Self-Exclusion program.

We will continue our research and program evaluation activities. The gaming taxes partially fund our research agenda. While available funding for research is less than in previous years, we remain committed to understanding the impacts of expanded gaming in the Commonwealth. This will include a study of the economic impacts of COVID-19 on the casino industry planned for release in the spring. This Fall, the UMASS research team released a series of reports that provide the first comprehensive look at the social and economic impacts of MGM Springfield. We continue our work to implement the priorities from the 2019 research strategic planning process.

Standardbred Racing will continue at Plainridge Park Casino and is expected to include 110 days of live racing for the calendar year 2021. We continue to evaluate the feasibility of Thoroughbred racing given available monies for purses. There were no Thoroughbred racing applications submitted by the statutory deadline of October 15, 2020, and thus Thoroughbred live racing will not take place in the Commonwealth for calendar 2021. There are currently **three** bills being considered that in one way or another attempt to address Thoroughbred live racing and simulcasting.

We will continue to work to maximize the economic benefits from a casino. We convene and connect licensees to the Commonwealth's workforce and small business resources. We provide grants to leverage and supplement state and local workforce development programs.

We will continue our transition to regulatory aspects of the operations of casinos, including:

- Further regulations that govern operations and functions at the gaming establishments
- Implementation of further rules and procedures to ensure the integrity of the games
- Compliance, monitoring and audit programs for the oversight of operations of licensees

We monitor developments that affect the gaming industry to make policy recommendations. Topics like the status of the Mashpee Wampanoag Tribe may have significant implications for **Region C** (Southeastern Massachusetts). Other topics include online gaming, sports betting, illegal gambling and the status of the Wampanoag Tribe of Gay Head (Aquinnah) and their potential impact on the young gaming industry in Massachusetts.

KEY PROVISIONS OF THE GAMING ACT

Chapter 194 of the Acts of 2011 (“The Gaming Act”) includes significant features to ensure public confidence and a robust gaming industry that generates economic development while providing mitigation measures to protect potentially vulnerable groups.

A STRONG, INDEPENDENT REGULATORY FRAMEWORK

- Five full-time commissioners appointed by the three constitutional officers
- Rigorous standards for suitability and licensure of companies, vendors, and employees
- On-site presence of gaming agents, state police and responsible gaming agents, and GameSense Advisors.
- Detailed regulations and strict oversight to ensure integrity of the operations and fairness of the games

A ROBUST AND FUNDED RESEARCH MANDATE

The Gaming Act enshrines the role of research in enhancing responsible gaming and mitigating the negative consequences of expanded gaming in Massachusetts. To this end, the Secretary of Health & Human Services and the Commission jointly established a Public Health Trust Fund executive committee to oversee distributions from the Fund and execute on this mandate. The Gaming Act directs the parties to:

- Understand the social and economic effects of expanded gambling including conducting a baseline study and subsequent studies of all relevant critical, social and economic variables
- Obtain scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of gambling
- Make annual, scientifically based recommendations for policy to the Legislature

FUNDED MITIGATION MEASURES

- A significant portion of Category 1 gaming taxes (6.5%) flow to a community mitigation fund administered by the Gaming Commission to provide grants to cities and towns affected by the operations of the casinos
- In addition, host communities are entitled to a host community agreement negotiated between the licensee and the local executive
- Further, surrounding communities have a process for addressing mitigation concerns (that must also be funded and addressed by the licensees)

POLICIES TO MAXIMIZE THE BENEFITS TO THE COMMONWEALTH

- A competitive and transparent process for license solicitation, evaluation and award of up to three category 1 licenses and one category 2 license to maximize capital investment

- Clear directives and specific criteria to realize economic benefits to support local, small and diverse businesses, employ the unemployed and underemployed, while protecting vulnerable groups.
- Other policy goals designed to enhance and support assets of the Commonwealth including requirements to support local Tourism efforts, workforce development reporting, and protection of the Lottery and impacted live entertainment venues.

RECOMMENDATIONS FOR LEGISLATIVE ACTION

~~Since its inception, in~~ accordance with ~~the statutory mandates and authority in~~ G.L. c. 30, §30 and G.L. c. 23K (the "Gaming Act"); ~~the Commission has submitted recommendations for or comments on~~ legislative action. ~~Between 2013 and FY2019 the Commission has filed submissions with the Legislature relative to: charitable gaming (G.L. c. 271, §7A), horse racing and simulcasting and the conflict of interest law's application to certain MGC subcommittees.~~

~~During the current FY2020, the Commission elected to~~ we submit recommendations for legislative action ~~in the following areas: The topics for consideration are:~~

- ~~1. The Commission recommended that the Legislature c~~**Consider permanently addressing the expiring nature of the horse racing statutes in a permanent manner to optimize the success of the remaining racing industry.** ~~As part of the Gaming Act (c. 194 of the acts of 2011, §104) the Commission was tasked with providing findings and recommendations to the Legislature on racing in the Commonwealth given the imminent July 31, 2014 authorization expiration. The current statutes that govern live racing and simulcasting in the Commonwealth (G.L. c. 128A and c. 128C) expire on July 31, 2021. As part of the Gaming Act (c. 194 of the acts of 2011, §104), the Commission was tasked with providing findings and recommendations to the Legislature (given its then pending expiration of July 31, 2014). The Commission submitted t~~
~~These recommendations were submitted~~ in April 2013, in a report that included a draft proposed new g.l. G.L. c. 128D. While the Legislature did not enact the proposed c. 128D, different efforts to address this (in the house & senate) ~~have~~ resulted in seven annual extensions of sections 128a and 128c (~~namely~~ st. 2105c. 10 §59, st. 2016 c.176, st. 2017 c.56, st.2018 c.159, st.2019 c.47, st.2020 c.1, and st.2020 c.106). These extensions have allowed ~~racing to continue and allowed~~ Suffolk Downs and Raynham Park to continue simulcasting. ~~The Commission has resubmitted the proposed G.L. c.128d language several times, most recently on January 22, 2019 as an agency filed bill. The current statutes that govern live racing and simulcasting in the Commonwealth (G.L. c. 128a and c.128c) expire on July 31, 2021. However, in our opinion~~
~~In prior testimony before the Commission, industry stakeholders have expressed that,~~ the current short-term nature of the law creates uncertainty to the viability of live horse racing ~~and the supporting industries~~ in the Commonwealth. Accordingly, the Commission favors an approach that includes a comprehensive statutory amendment that takes a more long-term view including allowing the Commission to set the minimum number of race days ~~and to~~ use the Race Horse Development Fund to provide assistance to the racing industry as originally envisioned by the gaming act (both Standardbred and Thoroughbred). ~~On December 9, 2019, the Commission submitted a letter in this regard to the Legislature.~~
- ~~2. Consider addressing the rapidly evolving nature of online gaming in a holistic way.~~ In 2016 the Legislature created a special commission that produced a report on July 31, 2017. In our opinion and as stated in the special commission's final report, the Commonwealth should provide a flexible, omnibus regulatory framework (and update outdated relevant statutes) as opposed to addressing the legality and regulation of each new game or online technology on a one-off basis, which may also include Sports Betting.
- ~~3. Consider exempting members of the gaming policy advisory committee, its subcommittees,~~

~~and local advisory committees from certain conflicts of interest and ethics restrictions. G.L. c. 23K, §68 created a gaming policy advisory committee (gpac) and subcommittees (specifically a subcommittee on community mitigation) and local community mitigation advisory committees (lcmac) to provide advice to the Commission on gaming policy and related mitigation matters. By statute, the lcmacs include appointees from the host and surrounding communities to the casinos. Some of the people in the best position to provide informed input in many of these advisory roles are local officials, municipal and regional employees. However, it has been determined that municipal and regional employees may be in violation of the state's conflict of interest law (G.L. c. 268A) if they were to serve as a member of a subcommittee to the Commission while also performing their local duties which typically include gaming related mitigation matters. MGC worked closely with staff at the State Ethics Commission to craft language to allow those municipal and regional planning employees to lawfully serve in those dual roles.~~

AGENCY DIVISIONS

INVESTIGATIONS & ENFORCEMENT BUREAU AND DIVISION OF LICENSING

The Investigations and Enforcement Bureau (IEB) is comprised of 1) the Investigations Division, which includes Massachusetts State Police (MSP) staff and a team of civilian financial investigators; 2) the Gaming Agents Division, comprised of civilian agents, charged with providing regulatory oversight and on-site monitoring of licensed gaming establishments; and 3) the legal arm of the IEB, which consists of the Chief Enforcement Counsel and Senior Enforcement Counsel and whose duties include legal review of investigations and representing the IEB in licensing and enforcement actions initiated by the Bureau. The Director of the IEB also oversees the Division of Licensing, which administers the licensing and registration functions on behalf of the Commission for employees of and vendors to the gaming establishments.

The IEB conducts probity investigations to determine suitability for licensure and registration for all gaming establishment employees and vendors, per licensing regulations (205 CMR 134.00), which also define thresholds, standards and procedures for licensing and registration. There are three levels of employee licensure: Key Gaming Employee - Executive, Key Gaming Employee — Standard, and Gaming Employee. All three levels of licensure require a background check before employment may commence at a Gaming Establishment. Some employees not classified by regulation as either Key Gaming or Gaming Employees must register as a Gaming Service Employees, unless exempted from classification by the Commission. Background checks for those Gaming Service Employees may commence after employment begins. The depth of background check is commensurate with the level of licensure/registration.

In FY20, the IEB and Division of Licensing processed and completed background investigations for 2,182 applications for individual employee licensure or registration. The IEB and the Division of Licensing also received and processed 3 new Gaming Vendor applications and completed ongoing investigations for and gave full licenses to 5 Gaming Vendors which included 9 entity qualifiers and 14 individual qualifiers. Additionally, the IEB and the Division of Licensing processed and conducted background investigations for 914 applications for non-gaming vendor registration and 10 individual casino qualifiers.

In FY20 the IEB's Gaming Agents Division also conducted the necessary regulatory work for the on going operations of both the MGM Springfield Casino and the Encore Boston Harbor Casino. Gaming agents conducted hundreds of regulatory examinations to test casino internal controls and procedures at each facility to ensure compliance with MGC regulations.

Now that all three licensed casinos are in operation, gaming agents continue to oversee and/or review a variety of tasks at all facilities, including slot machines moves and inspections, operational audits, compliance reports, patron complaints, machine jackpots over certain thresholds, and tips from the Fair Deal tip line.

The Massachusetts State Police have a 24/7 presence at all three casinos have criminal enforcement responsibilities and are also assigned to conduct employee background checks.

OFFICE OF THE OMBUDSMAN

The Office of the Ombudsman is responsible for coordinating and communicating interactions among the Commission and many stakeholders: State Agencies, Applicants, Licensees, Host and Surrounding

Communities, and multiple other interested parties.

COMMUNITY MITIGATION GRANTS

The Community Mitigation Fund receives monies from the taxes on gross gaming revenues and is designed to address unanticipated adverse impacts that may result from the construction and operations of casinos. It may also be used for planning, either to determine how to achieve further benefits from a facility or to avoid or minimize any adverse impacts. Next year the Community Mitigation Fund may have approximately \$14 million for local mitigation projects.

The Office of the Ombudsman reviews requests for mitigation dollars and makes recommendations to the Commission on the disbursements from the Community Mitigation Fund. These recommendations are developed through an intensive process involving analysis by many MGC staff members. To date, the Commission has allocated approximately \$23 million in grants to host, surrounding and neighboring communities, governmental agencies and public safety organizations through grant year 2020. During grant year 2020, the Community Mitigation Grants available were as follows:

1. **One-Time Reserve Grants in the amount of \$100,000.** This grant reserved \$100,000 for the communities which were a host community, surrounding community, nearby or adjacent community. To date, a total of 28 communities associated with Region A, B and the slots parlor have been granted reserves for a total of \$2,800,000. Approximately 66 % of these reserve grants, originally granted in 2015 and 2016 have been allocated for specific purposes.
2. **Specific Impact Grants.** These grants were developed to assist communities with an unanticipated or anticipated mitigation need specific to that Community. During CMF Grant Year 2020 these grants were as follows:

Specific Impact Grants		
Applicant	Description	Award
Chelsea	The City proposed the comprehensive reconstruction of Beacham and Williams Streets, from Spruce Street to the City's boundary with Everett. This project consists of roadway and utility reconstruction, intersection upgrades, and the installation of pedestrian and bicycle facilities.	\$500,000
Everett f/b/o Fire Department	This grant will provide funding to supplement the additional personnel and operational costs incurred as a result of the increased staffing levels and service calls in response to Encore's operations.	\$200,000
Everett f/b/o Police Department	This grant will provide funding to supplement the additional personnel and operational costs incurred as a result of the increased staffing levels, equipment and service calls in response to Encore's operations.	\$184,000
Foxborough	This funding will enable Foxborough to acquire a full-size pickup truck and assorted traffic safety equipment (cones/barrier/signs) and assist local communities via mutual aid.	\$83,000
Hampden County Sheriff's Dept.	The grant will provide funding for lease assistance for the Western Massachusetts Recovery & Wellness Center for FY20. The center was forced to move after 29 years of operation at 26 Howard Street due to its placement within the physical footprint	\$400,000

Specific Impact Grants		
Applicant	Description	Award
	of MGM Springfield.	
Hampden County DA	The grant will provide a second year of funding for personnel to mitigate the increase in caseloads as a result of MGM Springfield's opening.	\$75,000
Springfield Blueprint	Building on initial efforts from 2019, this project will focus on advancing the most critical and pressing catalytic economic development initiatives in downtown.	\$250,000
Springfield Revenue Recovery	This grant will provide funding to conduct updated parking demand feasibility studies downtown, in furtherance of solutions that may reestablish sources of revenue for the Parking Authority, and more effectively locate shared, convenient and proximate parking in areas of high demand, while freeing up current abundant open land for critical redevelopment.	\$100,000
Springfield City Stage	Performing significant capital improvements and system upgrades to the City Stage Unit located in downtown Springfield.	\$300,000
Springfield-Police	The grant will provide funding for specific equipment for the Springfield Police Department to address public safety needs relating to the opening of MGM Springfield casino	\$110,000
West Springfield	This grant will provide funding for additional staffing costs for public safety personnel to mitigate the effects of the MGM casino.	\$200,000
Total:		\$2,402,000

3. **Transportation Planning Grants.** These grants were developed to assist communities in transportation and transportation related impacts. The Commission continues to support regional approaches to mitigation needs and recognizes that some mitigation requires the commitment of more than one community, as such the guidelines provide an additional monetary incentive to communities that submit regional applications.

Transportation Planning Grants		
Applicant	Description	Award
Boston	The grant will provide a 3 rd year of funding for a portion of the design cost of improvement to Sullivan Square and Rutherford Avenue. Boston noted that approximately 70% of the traffic generated by Encore Boston Harbor has been projected to go through Sullivan Square.	\$200,000
Lynn	This grant will provide funding for a traffic analysis, functional design report and conceptual design development for the Route 107 corridor.	\$100,000
Malden	The funds from this Transportation Planning Grant will be used to develop a Transit Action Plan for the City of Malden.	\$150,000
Total:		\$350,000

4. **Transportation Construction Project(s).** This grant category was added for 2020 to allow for the implementation of mitigation projects identified in earlier transportation planning studies. The Commission anticipated authorizing no more than \$1,000,000 for any one award.

Transportation Construction Project(s)		
Applicant	Description	Award
Boston	This grant will be used to create safer crossings and better line of sight for turning vehicles, as well as a fiber connection from Sullivan Square to the Park Street intersection.	\$295,000
Chelsea	This grant will fund roadway and utility reconstruction, intersection upgrades, and the installation of pedestrian and bicycle facilities. The project will mitigate adverse transportation impacts attributable to casino activities	\$1,000,000
Everett Northern Strand	This grant will provide an extension of the Northern Strand Community Trail to the Mystic River.	\$375,000
Medford	This grant will construct the last phase of the Wellington Greenway, a 0.3-mile path that will connect local residents/employees to the Encore Resort via waterfront paths along the Mystic and Malden Rivers.	\$530,000
West Springfield	This grant will provide funding to enable Complete Street Transportation Improvements to the Park Avenue (Rte. 20) and Park Street (Rte. 20) corridors from the Elm Street (Rte. 20)/Union Street intersection to the North End Rotary.	\$1,000,000
Total:		\$3,200,000

5. **Workforce Development Program.** This was the fourth year that MGC allocated funding for Workforce Development purposes as part of the Community Mitigation Fund. This program was initially conceived to help increase job readiness in both regions A and B in anticipation of the high volume of casino hires. As a result of the Covid-19 public health situation, the hospitality industry seemed to have a temporary oversupply of qualified idle workers. Despite that reality, the Commission voted to continue the long-lead programs (like Adult Basic Education) that feed the pipeline of workforce development as well as mitigate some of the impacts to the population that is most affected by the pandemic. A total of \$371,000 for the Workforce Development Program was approved for calendar year 2021 as follows:

Workforce Development Program		
Applicant	Description	Award
Holyoke Community College	This program will continue to focus on Adult Basic Education, Hi-Set and ESOL with an emphasis on conversion to an online/remote format. The new grant emphasizes digital literacy within the Hampden Prep program and aligns with the post-pandemic climate for job searchers and an increase in remote work.	\$199,000
Masshire MetroNorth	This grant will assist local residents by providing information on employment opportunities; career advising including assessment	\$172,000

Workforce Board	of an individual's needs; and interests and referrals to other programs that address those needs such as ESOL, ABE job training and job readiness programs.	
Total:		\$371,000

6. **Non-Transportation Planning:** Funding for certain planning activities for all communities that previously qualified to receive funding from the 2015/2016 Reserves, and have already allocated and received Commission approval of the use of its reserve.

Non Transportation Planning		
Applicant	Description	Award
Everett/Port Area Study	The Community Mitigation Grant Funds will be used to finance a comprehensive study of the Mystic River Designated Port Area as further described in Everett's Non-Transportation Planning Application.	\$100,000
Medford	These funds will be used for contract consultant services for a local business technical assistance program to create a framework for equitable allocation of Licensee payments and a system to monitor compliance with the previously executed Surrounding Community Agreement commitments.	\$100,000
Northampton	2020, campaign planning activities and monitoring and measuring the response and feedback posted on the "Northampton Live" web site.	\$50,000
Total:		\$250,000

7. **Tribal Gaming Technical Assistance Reserve:** The Commission made available no more than \$200,000 in technical assistance funding to assist in the determination of potential impacts that may be experienced by communities in geographic proximity to the potential Tribal Gaming facility in Taunton

Tribal Gaming Technical Assistance Reserve \$200,000		
Applicant	Description	Award
Southeastern Regional Planning and Economic Development District (SRPEDD)	This reserve would provide funding to SRPEDD to assist in the determination of potential impacts that may be experienced by communities that are geographically proximate to the proposed facility. The Commission determined that this reserve should continue until there is a decision regarding the tribal facility. This is a carryover from fiscal year 2018. No new funding used.	\$200,000

LICENSEE REPORTING AND OVERSIGHT

The Office of the Ombudsman helps the Commission remain up to date on the activities of its licensees, including the status of all three current facilities in meeting the terms of their licenses. The Ombudsman's office coordinates reports due to the Commission from licensees as well as developments regarding their progress against a large number of license conditions.

The Ombudsman also coordinates with the host and surrounding communities with respect to

compliance with host and surrounding community agreements, and with state agencies regarding compliance with mitigation measures established during the environmental review process.

The Ombudsman further coordinates and supports legislatively mandated Advisory Committees and sub-committees which support the Commission on the Community Mitigation Fund Guidelines.

LICENSE RENEWAL – PLAINRIDGE PARK CASINO

The Office of the Ombudsman coordinates the license renewal process for licensees as well as any interim reviews conducted during the license term. These involve coordinating reviews by all of the divisions of MGC to evaluate ongoing compliance with the terms of the license and to ensure that licensees remain in good standing to hold a gaming license.

In 2020, Plainridge Park Casino's original license set to expire in June (the Category 2 license term is set in statute at 5 years). The Ombudsman worked with Plainridge Park as well as MGC staff to collect, review and disseminate all of the information required for a license renewal and prior to its expiration. The process for review of the license renewal extended into FY 2021 and was completed on September 30, 2020.

INFORMATION TECHNOLOGY SERVICES DIVISION

The MGC Information Technology Services Division ("ITS") led by the Chief Information Officer comprises two major teams: 1) The Corporate Technology Unit and 2) The Gaming Technology Compliance Unit.

CORPORATE TECHNOLOGY

The Corporate Technology Unit ("CTU") provides information technology products and services to meet the needs of the MGC community.

Over the past year, we implemented numerous changes to improve, stabilize, and provide a robust and agile computing environment for our community. Thanks to the prior year's efforts in the implementation of a cloud-based phone system and other technology upgrades, we quickly and smoothly transitioned to working from home following the Governor's stay-at-home advisory in March of 2020, and relief from certain physical requirements of the Open Meeting Law. The Commission has held public meetings utilizing the cloud-based technology, which includes a video conferencing platform universally used by MGC staff and widely used by the public.

In FY20, we also launched the new @massgaming.gov domain, providing the agency a clear, distinct, and searchable identity. We migrated all users to Microsoft O365, providing new email accounts, access to OneDrive, Azure and SharePoint Online, and other Microsoft tools. With these upgrades our staff is able to access locally and remotely (cloud) the suite of products, including Outlook, Word, Excel and PowerPoint and on any device (whether it is installed on the device or via a browser to the Microsoft portal). We further re-imaged all end-user computing equipment and standardized processes to integrate with the new technology providing users with the necessary tools and resources. In addition, we launched a new Mobile Device Management ("MDM") tool, which provides enhanced security, better oversight, and regulation of all MGC issued devices.

GAMING TECHNOLOGY COMPLIANCE

The Gaming Technology Compliance Unit ("GTCU") is responsible for planning, organizing, managing, and implementing the regulations, policies, procedures, and testing needed to ensure the integrity of

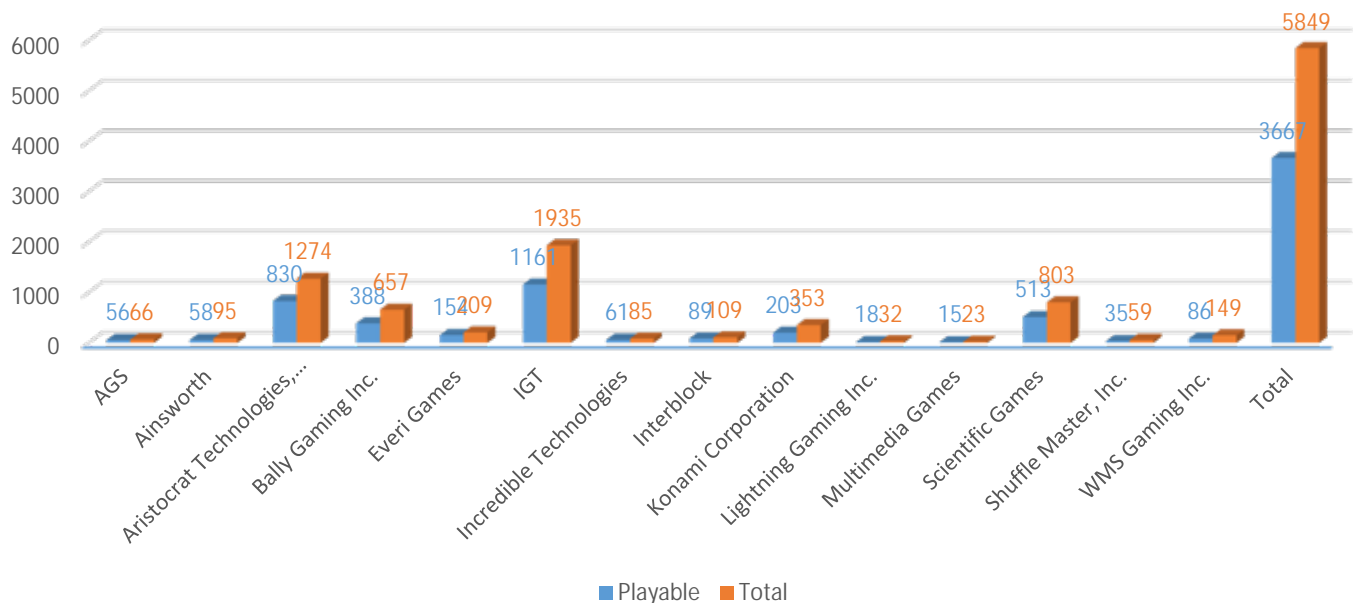
electronic gaming devices ("EGDs" aka slot machines) and associated software and equipment. The GTCU currently monitors 5,849 EGD's across all three Casinos in Massachusetts.

Software Verification and Revocation: The GTCU oversees the issuance of certifications and permits for the use of EGDs in Massachusetts. Last year, we certified over 1,800 individual software packages approved for use in Massachusetts by our Certified Independent Testing Labs ("CITL"). With the help of a Central Monitoring System, we verify the software signatures for licensee compliance daily. The process for issuing revocations typically begins with a notification by the CITL when an issue is found with an individual piece of gaming software that denotes the severity and description of the issues. The GTCU reviews each notification to verify if the software is active in Massachusetts. We then send a letter to each property that includes the software information, date of removal, and if any, the EGDs that are affected. During the last fiscal year, the GTCU issued 21 revocations in the past year based on recommendations from the CITLs.

We also conduct integration and interoperability testing to ensure the EGDs communicated effectively with the Commission's central monitoring and the licensees' house systems. We support and achieve MGC's reporting, compliance, and alerting expectations through systematic testing. Additionally, we test specific EGD hardware/cabinets that are often requested by our licensees.

The GTCU is also responsible for evaluating, inspecting, and investigating EGDs and associated equipment in Massachusetts. Following the Commission's approval to resume casino operations, GTCU made recommendations to assist with social distancing compliance. The GTCU continues to monitor all 5,849 EGDs, but only 3,667 are currently playable to the public. Below is a breakdown of the approved manufacturers in Massachusetts.

Playable vs Total EGDs by Manufacturer at Re-Opening



The chart highlights the different gaming manufacturing companies licensed and which equipment is permitted to operate in the Commonwealth, as well as the difference between the numbers of EGD's that were installed and operational prior to the Covid-19 emergency and upon the resumption of operations in July 2020.

The GTCU also assists the Research and Responsible Gaming Division ("RRG") to test technical, reporting, and user interface requirements for the Responsible Gaming software, *Play My Way*. The *Play My Way* platforms for MGM Springfield and Encore Boston Harbor are slated for implementation in September 2021. We continuously ensure that the *Play My Way* instance at Plainridge Park Casino is compliant with all applicable requirements. The Team also assists with implementing new software for the MGC Voluntary Self-Exclusion program ("VSE"). We are currently at the developmental stages to ensure all functionality and essential features are present for the VSE application.

The GTCU also supports and assists the finance division with the implementation of Promotional Credit adjustments to the accounting configuration of the central monitoring system to reconcile gross gaming revenue. We review meters and reports for individual EGDs that did not reconcile with the Finance team on an as-needed basis. We are currently working with the Finance teams at MGC and PPC to test a new report to assist in the reconciliation process.

The GTCU supports the Investigations and Enforcement Bureau ("IEB") by submitting monthly reports and configuring alerts on the central monitoring system to discover malicious activities. We provide custom reports to assist with the investigations of EGD incidents or malfunctions. During the suspension of operations of the casino properties, the Team assisted the IEB with identifications of games marked "Out of Service" for compliance with social distancing. After operations resumed, we created a daily report that shows any "Out of Service" games with play. This report allows the IEB to confirm if the properties are meeting the social distancing guidelines.

RESEARCH AND RESPONSIBLE GAMING

The Office of Research and Responsible Gaming leads MGC's efforts to mitigate gambling related harm through the development and implementation of casino-based responsible gaming programs. In addition, this office directs the implementation of a comprehensive gaming research program as mandated by Section 71 of Chapter 23k.

The Director of Research and Responsible Gaming serves as key liaison to the Public Health Trust Fund. The Gaming Act created this fund and it is managed by an executive committee co-chaired by the Chair of the Commission and the Secretary of Health and Human Services or their designees. For FY21, the Public Health Trust Fund will direct approximately **\$10 million to gaming research, responsible gaming and problem gambling prevention and treatment programs**. MGC and the Department of Public Health set an annual budget for expenditures from the Public Health Trust Fund, which includes funding for the annual gaming research program.

RESEARCH STUDIES AND ACTIVITIES

Launch of online research library and data sharing portal:



During this last year we launched a robust online research library and data sharing portal, which will improve transparency and access to MGC's extensive and growing collection of gaming-related research datasets. The new web-based information platform, located at MassGaming.com, offers a categorized and centralized repository of the research program's wide-ranging studies and data. This initiative also introduces the MGC's newly established Massachusetts Open

Data Exchange (MODE), a program designed to build upon existing research to foster broad access to data for people with differing skills. MODE invites researchers of all disciplines to use available gaming-related data to advance the empirical evidence and knowledge base about the social and economic effects of casinos on individuals and communities.

Research Study: Massachusetts Gambling Impact Cohort Wave 4 Report

Released July 30, 2020

This report examines four waves of the Massachusetts Gambling Impact Cohort (MAGIC), the first major adult cohort study of gambling conducted in the United States. By surveying the same individuals over time, cohort studies provide information on how gambling and problem gambling develops, progresses, and remits. This has significant value as it can highlight risk and protective factors important in developing effective prevention, intervention, treatment, and recovery support services.

Key findings: There was an increase in recreational gamblers observed in Wave 3 and Wave 4. Wave 4 saw an increase in problem gamblers plausibly related to the introduction of casinos in the state but the magnitude of the change was quite small. Non-gamblers and recreational gamblers were stable categories across waves while at-risk and problem gamblers were found to be less stable as they exhibited an increased frequency of transitioning between different gambler types across waves (e.g., at-risk gambler in Wave 2 to recreational gambler in Wave 3).

Research Study: Gambling formats, involvement, and problem gambling: which types of gambling are more risky?

Published in BMC Public Health on May 18, 2020

This study explores the relationship between problem gambling and gambling formats and involvement (i.e., number of gambling formats an individual participates in). This has important implications for the regulation of gambling formats and for the allocation of problem gambling prevention and treatment services.

Key Findings: The study found that groups of monthly gamblers participating in casino gambling, bingo, and sports betting contained a higher proportion of problem gamblers. High gambling involvement was positively associated with problem gambling; however, a large minority of gamblers experienced problems while engaging in only one or two forms of gambling. Gambling involvement was also positively associated with intensity of gambling. Therefore, intensity of gambling may be partly driving the relationship between involvement and problem gambling. Specific gambling formats mediated the relationship between involvement and problem gambling. In Massachusetts, participating in casino gambling was more closely associated with problem gambling than other formats across all levels of involvement.

Assessing the Influence of Gambling on Public Safety in Massachusetts Cities and Towns; Analysis of the influence of Encore Boston Harbor on its surrounding community during its first six-months of operation

Released May 7, 2020

This report examines increases and decreases in public safety activity in the communities surrounding Encore Boston Harbor since the casino opened. The research team collected data from the records management systems of Everett, Boston, Chelsea, Lynn, Malden, Melrose, Revere, and Somerville Police Departments and the Massachusetts State Police. Key findings:

Key Findings: Encore hosted more than 3 million visitors in its first six-months of operation and was the site of 124 arrests and 506 ejections. The facility itself (just considering incidents at the casino) led to a 9.5% increase in violent crime, a 5.1% increase in property crime, and a 6% increase in total crime, and a 4.1% increase in calls for service for the City of Everett. The report's author and crime analyst, Christopher Bruce, noted that these figures are not notably high given the sheer number of people that Encore hosts.

Overall, violent, property, and total crime were within expected ranges for the region and most cities individually. A major exception is an increase in traffic complaints in neighborhoods to the north and east of Encore, perhaps reflecting patrons parking on local streets when the garage is full.

Assessing the Impact of Gambling on Public Safety in Massachusetts Cities and Towns: Analysis of changes in police data following one year of activity at MGM Springfield

Released February 27, 2020

This report examines increases and decreases in public safety activity in the communities surrounding MGM Springfield since the casino opened. The research team collected data from the records management systems of Springfield, Agawam, Chicopee, East Longmeadow, Hampden, Holyoke, Longmeadow, Ludlow, Northampton, West Springfield, and Wilbraham Police Departments and the Massachusetts State Police.

Key findings: The casino contributed to 1.4% to the city's violent crime total, 1.2% to its property crime total, 1.5% to its overall crime total and 1.0% to its calls for service. There were 208 total arrests at the casino during its first year of operations. ▯ The surrounding communities saw some increases and decreases, but very few consistent trends to which MGM Springfield serves as a clear source. ▯ Issues most likely influenced by the casino include: o An increase in traffic collisions and traffic-related calls for service o An increase in activity at Union Station in Springfield specifically o An increase in minor disorder and suspicious activity just across the two bridges in West Springfield o An increase in late-night activity at the Pride gas station across the street from MGM Springfield. ▯ Despite hypotheses from before the casino opened, there is, so far, no sign that the presence of the casino has increased crime or calls for service at hotels, restaurants, bars, and gas stations, except the Pride gas station across the street from the casino.

Lottery Revenue and MGM Springfield: Statewide and Local Analysis Report

Released April 9, 2020

This report examines changes in lottery revenue statewide, in Springfield, and in the communities surrounding MGM Springfield for the purpose of identifying potential impacts associated with expanded casino gambling.

Key Findings: Total lottery sales in Springfield decreased 3.05% in the first year after the opening of MGM Springfield compared to the year before. This may reflect random annual fluctuation in lottery sales or unusually high sales in Springfield in the year just prior to the casino opening. Total lottery sales in the designated surrounding communities decreased 0.38% in the first year after the opening of MGM Springfield compared to the year before.

Talking About Casino Gambling: Community Voices from Boston Chinatown

Released October 24, 2019

This pilot study examined the casino gambling practices of residents and workers in Boston Chinatown. The aim was to learn about the trajectory and life context of individual participants' gambling activity, including how individual participants describe their motivation, nature and frequency of gambling, and its effects on self and family.

Key Findings: Participants (n=23) expressed concern about increased risk for problem gambling with the establishment of the new Encore Boston Harbor casino. There are no culturally-appropriate prevention and treatment programs in Chinatown. Interview themes point to why there is an urgent need to fill this

gap: concentrated poverty, social isolation, language and cultural difference, lack of recreational alternatives, and the longstanding practice of casino targeted advertising to Chinatown community members. The need for evidence-based and culturally appropriate prevention and treatment programs is shared by other low-income Asian American communities in Massachusetts.

The Construction of MGM Springfield: Spending, Employment, and Economic Impacts

Released: October 1, 2019

This report examines the construction of the MGM Springfield casino and its economic impacts in the Commonwealth. Over the course of the casino's construction, UMASS Donahue Institute worked with the Massachusetts Gaming Commission and MGM Springfield to obtain data on the spending, employment, and wages related to the construction of MGM Springfield.

Key Findings: Over two-thirds (2,963 of 4,249) of the construction workers were Massachusetts residents. Two-thirds of the construction budget (\$373.8M of \$573.2M) went to firms based in Massachusetts. Half of that (\$194.3M) (or a third of the total) remained in Hampden County. █ Nearly \$84M went to firms based in the City of Springfield. Overall, total statewide economic activity increased by \$849 million over the five-year construction period. █ Net new economic activity (i.e., value added or gross state product) totaled \$512 million. █ About 1,000 jobs were created or supported by this economic activity. These jobs accrued \$397 million of income.

Real Estate Impacts of MGM Springfield in Springfield and Surrounding Communities

Released September 23, 2019

This report documents any notable changes to the Springfield area's real estate market following the awarding of a casino license to MGM Springfield in June 2014 and the subsequent opening of MGM Springfield in August of 2018.

Key Findings: There was a steady increase in the number of multi-family home sales in Springfield following the announcement of the license award. This coincides with key informants' observations suggesting that outside interests have been investing in apartment buildings in the area since the casino license announcement. However this seemed to have little impact on inflation-adjusted median sales prices of single-family homes and condominiums in Springfield. Median sales prices of both housing types increased slightly or remained relatively flat between the casino's licensing and opening.

There was a slight growth in commercial and industrial building area in Springfield following the license announcement. For most of the study period (2008-2018), Springfield added new rentable commercial space at a slightly slower rate than the Commonwealth as a whole and lagged in terms of industrial buildings. That trend reversed at the end of 2018 with the addition of MGM Springfield and the CRRC MA rail car factory in East Springfield.

RESPONSIBLE GAMING INITIATIVES

Since its inception, the MGC has developed, implemented and refined its responsible gaming strategy in order to respond to patrons needs. Responsible gaming is a key area of focus of the MGC and its mission of maximizing economic development while minimizing the potentially negative and unintended consequences of gaming. The ongoing Responsible Gaming programs are now deployed at Plainridge Park Casino, MGM Springfield, and Encore Boston Harbor. Those programs are:

The Voluntary Self-Exclusion Program (VSE):

The Voluntary Self-Exclusion program assists patrons who recognize that they have experienced a loss of control over their gambling and wish to invoke external controls. In this program (required by statute) persons on the list are prohibited from entering the gaming floor and if they do, their gambling wins and losses are confiscated and transferred to the MGC Gaming Revenue Fund. Enrollment terms are 1-year, 3-years, or 5-years. The VSE contract covers all Massachusetts casino properties. The MGC voluntary self-exclusion process utilizes an engaged approach, ensuring that the enrollee obtain the assistance needed, is responded to in a respectful, timely, and discreet manner, and feels supported. To date, over 700 people have enrolled in the program including 125 who have removed themselves from the list at the conclusion of their term.

GameSense:

GameSense is an innovative responsible gaming program based at Massachusetts casinos with a goal of promoting positive play behaviors and attitudes that reduce the risk of gambling related harm. In furtherance of the statute, which calls for an on-site player protection program staffed by a third party, the MGC licensed GameSense from the British Columbia Lottery Corporation in 2015 and drew upon the experience of the Massachusetts Council on Gaming and Health staff and operate the program at Encore Boston Harbor, MGM Springfield, Plainridge Park Casino.

GameSense Advisors engage with casino patrons to promote informed player choice. Most people who visit Massachusetts casinos engage in gambling behavior that is nonproblematic, also known as positive play. GameSense Advisors staff the GameSense Info Center and on the casino floor through innovative games, quizzes, and other demonstrations, meant to debunk gambling myths and misconceptions, and educate players on how games, odds and probabilities work.

- Between July 2019 through casino closures due to Covid19 in mid March 2020, GameSense Advisors had 33,631 conversations pertaining to responsible gaming and problem gambling with 40,509 casino patrons and employees.
- Primary topics discussed in these conversations include *what is gamesense, how slots work, and general randomness, myths, and taking a break*

GameSense Advisors also engage with the community to promote informed player choice amongst vulnerable players before they visit the casino. The goal of these educational presentations is to empower individuals before they visit the casino where it can become more difficult to limit self control.

- Between July 2019 through casino closures due to Covid19 in mid March 2020, GameSense Advisors lead 50 presentations to vulnerable populations including Seniors, Asians, Blacks, Youth and Veterans.

GameSense Advisors also train and coordinate with casino employees to further the goal of to promoting responsible gaming and mitigating problem gambling. In partnership with the three casino licensees, GameSense Advisors provide new-hire orientation and advanced responsible gaming trainings to support casino employees to take action to support patrons in need of assistance.

- Between July 2019 through casino closure due to Covid19 in mid March of 2020, GameSense Advisors had 1,773 conversations pertaining to responsible gaming and problem gambling with casino staff
- GameSense Advisors led 122 responsible gaming and problem gambling trainings designed specifically for casino staff across all three casinos

Play-My-Way

PlayMyWay (PMW) is a first-of-its-kind budgeting tool designed to allow players the ability to monitor the amount of money they spend on electronic gaming machines. PMW is currently available at Plainridge Park Casino, and scheduled to launch in 2021 at MGM Springfield and Encore Boston Harbor. GameSense Advisors play a critical role in PMW, as they serve as the primary customer service representation when it comes to program related questions.

- Once enrolled, a player receives automatic notifications as he or she approach 50%, 75%, and 100% of their daily, weekly, or monthly budget.
- A player can choose to stop at any point or keep playing.
- Players can enroll, adjust their budget, or un-enroll in PlayMyWay at any time.

The program is completely voluntary and provides players with real-time data so that they stay in control of their gambling. Between the launch of PMW in June 2015 through the closure of casinos in March 2020, there were 25,735 players actively enrolled in the program, with an average un-enrollment rate of 13%. An evaluation of the program found that typical PlayMyWay users wagered less money at PPC during the study period, made fewer visits to PPC, and tended to lose less money at PPC (Tom, Singh, Edson, et al., 2017).

CASINO PROPERTY & PROJECT SUMMARIES

PLAINRIDGE PARK CASINO

PPC is the Category 2 licensee in Plainville, Massachusetts. The facility also hosts the Standardbred live racing and simulcasting operations.

Conditional Award of the License February 2014

Operations Certificate/Date Opened June 24, 2015

Gaming Space 43,800 square feet

Capital Investment Amount \$250 million

Employees 503 employees (as of September 2019)

Tax on Gross Gaming Revenues 49%

Slots/Gaming Positions 1,245 slots/1,320 gaming positions

Table Games N/A

Additional Amenities 2 Full-Service Restaurants ("Flutie's Sports Bar" and "Slack's Oyster House & Grill")

3 food court style eateries ("B-Good" "Dunkin' Donuts" "Slice") Live Entertainment ("Revolution Lounge") Additional racing concessions/outlets

Property Summary Upon Re-Opening (post July 2020):

Employees 312 permanent jobs (as of September 2020)

Slots/Gaming Positions 788 gaming positions

Table Games N/A

Additional Amenities 1 Full-Service Restaurant ("Slack's Oyster House & Grill" with reduced hours F/S/S 2pm–10pm) 3 food court style eateries ("B-Good" "Dunkin' Donuts" "Slice")

ENCORE BOSTON HARBOR

Encore Boston Harbor is a Category 1 licensee for Region A in Everett, MA. The facility sits on the formerly contaminated site on the banks of the Mystic River at the site of the former Monsanto plant.

Conditional Award of the License: September 2014

Opening Date June 23, 2019

Gaming Space 190,461 square feet

Total Investment Amount \$2.6 billion

Total Employment 5,266 permanent jobs (as of September 2019)

Tax on Gross Gaming Revenues 25%

Slots 2,832 Slot Machines (approximately 2,972 slot gaming positions)

Table Games 167 gaming tables, 74 poker tables (approximately 1,668 table gaming positions)

Additional amenities 5-star hotel (671 rooms), 77,250 sf retail space, 12 outlets of Food & Beverage, 3 bars & lounges, multipurpose venue, spa/gym, convention space, extensive outdoor and waterfront space with pavilion and public harbor walk, indoor garden

Property Summary Upon Re-Opening (post July 2020):

Total Employment 3,594 permanent jobs (as of September 2020)
Slots 1,851 Slot Machines (approximately 2,231 slot gaming positions)
Table Games 184 gaming tables (approximately 552 table gaming positions)
Additional amenities 5-star hotel (671 rooms), various retail outlets, 9 outlets of Food & Beverage (buffet, bars and night club remain closed), multipurpose venue with limited occupancy, spa.

MGM SPRINGFIELD

MGM Springfield is a Category 1 licensee for Region B in Springfield, MA. The facility is located on approximately 14 acres in downtown Springfield in the congregation of parcels bound by Main, State, Union and East Columbus streets.

Conditional Award of the License June 2014

Opening Date August 24, 2018

Gaming Space 126,262 square feet

Total Gross Area 759,157 square feet

Total Investment Amount \$960 million*

Tax on Gross Gaming Revenues 25%

Parking 3,375 covered on site

Total Employment 2,100 permanent jobs (as of September 2019)

Slots 1,891 slots (approximately 2,011 slot gaming positions)

Table Games 100 tables (approximately 600 table gaming positions)

Other Amenities 4-star hotel (250 rooms), 8 outlets for Food & Beverage, 26,000 sf of retail space, bowling alley, cinema and 54 residential units

*Does not include \$60.7 million for Land and \$75.5 million for Capitalized Interest

Property Summary Upon Re-Opening (post July 2020):

Total Employment 911 permanent jobs (as of September 2020)

Slots 986 slots (approximately 1,106 slot gaming positions)

Table Games 30 tables (approximately 90 table gaming positions)

Other Amenities 4-star hotel (250 rooms but only 50 rooms available to invited guests only), 3 outlets for Food & Beverage (Sports Bar, Steakhouse and the South End Market with several options), limited retail space (Gift Shop, Hannoush Jewelers and Fed Ex)

RACING OPERATIONS

MGC is also responsible for the operational and fiscal oversight of the Standardbred and Thoroughbred racing operations, and pari-mutuel and simulcasting facilities in the Commonwealth (under G.L. c 128A & 128C).

FY20 marked the sixth year that the Race Horse Development Fund had monies available to supplement purses, and accordingly the Commission approved disbursements for the prescribed purposes in the manner recommended by the Horse Racing Committee in accordance with G.L. c. 23K, §60.

LIVE RACING AND SIMULCASTING AT LICENSED FACILITIES

STANDARDNBRED RACING

Due to the Covid-19 emergency, live racing operations started on July 6, 2020 with qualifying races on July 13, 2020 (the start of a regular season would have been in early April). Calendar year 2020 will see 68 days of racing. For this shortened meet, the Racing Division will issue approximately 1,000 occupational licenses.

The 2020 harness racing season saw the revivals of the \$250,000 Spirit of Massachusetts Trot, and the \$100,000 Clara Barton Pace. Approximately \$720,000 will be distributed as purses in the finals of the races for Massachusetts bred horses, known as the Sire Stakes.

For the upcoming 2021 calendar year, Plainridge is planning on 110 race days.

THOROUGHBRED RACING

For the calendar year 2019, live Thoroughbred racing was conducted at Suffolk Downs for a total of 6 days. For the meet, the Division of Racing issued approximately 860 occupational licenses. This was the last year of racing at Suffolk Downs, which originally opened in 1935. Though interest has been expressed by others in continuing Thoroughbred racing at other sites in Massachusetts, it is unlikely that there will be any live Thoroughbred racing in 2021 (see recommendations for legislative action in page 6 of this report).

SIMULCASTING

Simulcasting and account wagering is conducted year-round at the following facilities:

- Plainridge Park Casino, including Hollywood Races
- Raynham Park
- Suffolk Downs, including Twin Spires, TVG, Xpressbets, NYRA Bets, FanDual Racing, Wonderland

For FY20, total pari-mutuel handle in the Commonwealth reached \$221 million (approximately a 0.89% decrease from the prior year).

During the fiscal year, the Division of Racing implemented safety measures to operate under the social distancing guidelines issued by the Governor and public health officials.

In addition, the Racing Division continued efforts to enhance the safety and welfare of racing participants, as well as monitor and regulate the racing operations in the Commonwealth. Key activities included:

- Virtual participation in Association of Racing Commissioners International meetings, continuing education, and Racing Officials Accreditation Program training.
- Massachusetts Gaming Commission Chief Steward Susan Walsh was awarded the Pete Pedersen Award by the Racing Officials Accreditation Program, their highest honor given to Stewards for their dedicated service and special contributions to the horse racing industry.
- Cutting edge updates to racing regulations

DISBURSEMENTS OUT OF THE RACE HORSE DEVELOPMENT FUND

During FY20, the Commission made disbursements in accordance with c. 23K and the recommendations for the split (between Standardbred and Thoroughbred horsemen) of the statutory Horse Racing Committee. The distributions out of the Race Horse Development Fund were as follows:

ENTITY	AMOUNT	STATUTORY PURPOSE
HARNESS HORSEMEN'S ASSOCIATION	309,008	Health & Welfare of Harness Horsemen
MASSACHUSETTS THOROUGHBRED BREEDERS ASSN	743,537	Thoroughbred Breeders Program
NEW ENGLAND HORSEMEN'S BENEVOLENT	188,415	Health & Welfare Thoroughbred Horsemen
PLAINVILLE GAMING AND REDEVELOPMENT LLC	6,180,162	Standardbred Live Racing Purses
STANDARDDBRED OWNERS OF MASSACHUSETTS	1,236,032	Standardbred Breeders Program
STERLING SUFFOLK	0	Thoroughbred Live Racing Purses
Grand Total	\$8,657,155	

We note that the total disbursements of \$8.6 million above for FY20 were significantly lower than the prior year total disbursements of \$17 million for two main reasons: (1) The suspension of operations of casinos from March 10, 2020 to the end of the fiscal year of June 30, 2020 had a direct effect on the funding of the RHDF as it is exclusively funded through certain taxes on gaming revenues. Further, the calendar racing year of 2019 was the last time that live racing took place at Suffolk Downs, and those live racing days took place in April and June of 2019 (the previous FY19).

TAX COLLECTIONS & AGENCY FINANCES

MGC's Division of Administration and Finance (A&F), led by the Chief Financial and Accounting Officer, is responsible for the strict oversight of the revenues at the casino and the collection of taxes due to the Commonwealth from those operations. The taxes and assessments on gross gaming revenues for the Category 2 licensee is 49%. The tax on Category 1 licensees is 25%.

The division is also in charge of completing all financial transactions and coordinating with other functional areas to complete administrative functions including, but not limited to:

- Accounting,
- Budgeting,
- Payroll, and
- HR, inclusive of classification and compensation within the MGC structure.

GAMING REVENUES AND TAX COLLECTIONS

FY20 covers the period of July 1, 2019 through June 30, 2020. However, gross gaming revenue figures for all three licensees represent approximately 8.5 months of activity as a result of the closure of casinos on March 15th.

In its fifth year of operation, the Category 2 licensee reported \$96.13M in gross gaming revenues which generated \$38.45M in tax dollars to local aid and \$8.65M in assessments to the racehorse development fund for a total of \$47.1 million in taxes.

MGM Springfield reported \$173.48M in gross gaming revenue which generated \$43.37M in taxes for the Commonwealth. Encore Boston reported \$418.76M in gross gaming revenue, which generated \$104.69M in taxes. The total of taxes for Category 1 licensees amounted to \$148.06 million

Combined, all licensees contributed \$195.2 million to the Commonwealth for FY2020.

Below are charts by month by licensee. The same information can be found on the MGC website under the revenue section.

CATEGORY 1 LICENSEE REVENUE

MGM Springfield FY20

Month	Total Slot and Table GGR	Total (25%) in collected state taxes
July	\$20,398,605.38	\$5,099,651.35
August	\$20,966,172.21	\$5,241,543.05
September	\$20,253,695.73	\$5,063,423.93
October	\$21,193,386.13	\$5,298,346.53
November	\$19,936,451.32	\$4,984,112.83
December	\$18,953,212.26	\$4,738,303.07
January 2020	\$20,601,571.27	\$5,150,392.82
February	\$21,856,214.17	\$5,464,053.54

March	\$9,328,326.66	\$2,332,081.67
April	\$0.00	\$0.00
May	\$0.00	\$0.00
June	\$0.00	\$0.00
Total FY20	\$ 173,487,635.13	\$ 43,371,908.78

Encore Boston Harbor FY19

Month	Total Slot and Table GGR	Total (25%) in collected state taxes
July	\$48,574,567.42	\$12,143,641.86
August	\$52,486,239.66	\$13,121,559.92
September	\$48,958,335.98	\$12,239,584.00
October	\$45,812,827.11	\$11,453,206.78
November	\$47,308,089.30	\$11,827,022.33
December	\$54,013,175.77	\$13,503,293.94
January 2020	\$48,570,988.57	\$12,142,747.14
February	\$52,518,316.18	\$13,129,579.05
March	\$20,525,175.42	\$5,131,293.86
April	\$0.00	\$0.00
May	\$0.00	\$0.00
June	\$0.00	\$0.00
Total FY20	\$ 418,767,715.41	\$ 104,691,928.85

CATEGORY 2 LICENSEE REVENUE

Plainridge Park Casino (PPC) FY20

Month	Slot GGR	Total in collected state taxes (40%)	Total in collected race horse dev fund (9%)
July	\$12,535,760.72	\$5,014,304.29	\$1,128,214.09
August	\$12,080,416.50	\$4,832,166.60	\$1,087,237.48
September	\$11,543,072.37	\$4,617,228.95	\$1,038,876.51
October	\$11,246,655.34	\$4,498,662.14	\$1,012,198.98
November	\$10,978,221.85	\$4,391,288.74	\$988,039.97
December	\$10,206,565.17	\$4,082,626.07	\$918,590.87
January 2020	\$11,083,477.98	\$4,433,391.19	\$997,513.02
February	\$11,700,530.53	\$4,680,212.21	\$1,053,047.75

March	\$4,756,695.12	\$1,902,678.05	\$428,102.56
April	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00
Total FY20	\$96,131,395.58	\$38,452,558.23	\$8,651,821.22

AGENCY FY20 FINANCIAL RESULTS

The Massachusetts Gaming Commission approved a FY20 budget for the Gaming Control Fund of \$34.2M which required an initial assessment of \$29.78M on licensees. After three quarters of adjustments, including the reductions implemented due to closures from COVID-19, the MGC's revised budget was \$33.77M, which required a \$26.19M assessment on licensees. Included in both the spending estimates and revenue estimates were the costs for the independent monitor at Encore Boston Harbor (EBH).

Actual spending for FY20 in the gaming control fund was \$32.69M and revenues were \$33.75M. Included in the spending of \$32.69M was \$1M in expenses for the independent monitor at EBH, however, the offsetting revenue was not received until after June 30, 2020, and was credited to Fiscal Year 2021 because the Commonwealth operates on a modified cash basis of accounting. Therefore, while it would appear that the surplus revenue was the difference between spending and revenues, or \$1.06M, the actual difference has to account for the additional \$1M in independent monitoring expenses that was paid for by all licensees in FY20 and reimbursed by EBH in FY21, resulting in a surplus of \$2.06M.

10500001 — GAMING CONTROL FUND

Spending	Budget Projections	Actuals
10500001--Gaming Control Fund		
MGC Regulatory Cost		
AA REGULAR EMPLOYEE COMPENSATION	\$ 7,408,944.22	\$ 7,282,863.88
BB REGULAR EMPLOYEE RELATED EXPEN	\$ 59,503.50	\$ 33,900.75
CC SPECIAL EMPLOYEES	\$ 176,000.00	\$ 143,255.87
DD PENSION & INSURANCE RELATED EX	\$ 2,746,198.30	\$ 2,708,480.30
EE ADMINISTRATIVE EXPENSES	\$ 583,064.08	\$ 417,425.03
FF PROGRAM, FACILITY, OPERATIONAL SUPPLIES	\$ -	\$ 10,583.38
GG ENERGY COSTS AND SPACE RENTAL	\$ 1,304,017.35	\$ 1,331,743.11
HH CONSULTANT SVCS (TO DEPTS)	\$ 1,892,122.56	\$ 2,197,580.27
JJ OPERATIONAL SERVICES	\$ 9,998,800.27	\$ 8,983,069.31
KK Equipment Purchase	\$ 50,500.00	\$ 18,435.14
LL EQUIPMENT LEASE-MAINTAIN/REPAR	\$ 35,450.98	\$ 44,174.80
NN NON-MAJOR FACILITY MAINTENANCE REPAIR	\$ 33,318.00	\$ 1,189.00
PP STATE AID/POL SUB/OSD	\$ 200,000.00	\$ 220,430.00
TT PAYMENTS & REFUNDS	\$ -	\$ -
UU IT Non-Payroll Expenses	\$ 3,759,416.88	\$ 3,848,050.08

MGC Regulatory Cost Subtotal:	\$ 28,247,336.14	\$ 27,241,180.92
	\$ -	
EE--Indirect Costs	\$ 2,037,294.23	\$ 2,165,572.44
	\$ -	
Office of Attorney General	\$ -	
ISA to AGO	\$ 2,510,000.00	\$ 1,912,138.80
TT Reimbursement for AGO 0810-1024	\$ -	\$ 514,528.23
AGO State Police	\$ 908,277.62	\$ 785,439.37
Office of Attorney General Subtotal:	\$ 3,418,277.62	\$ 3,212,106.40
ISA to ABCC	\$ 75,000.00	\$ 70,734.33
Gaming Control Fund Total Costs	\$ 33,777,907.99	\$ 32,689,594.09

Revenues	Budget Projections	Actuals
Gaming Control Fund Beginning Balance 0500	\$ 1,439,303.25	\$ 1,439,303.26
EBH Security Fees 0500	\$ 118,535.16	\$ 118,535.16
IEB background / investigative collections 3000	\$ 669,040.99	\$ 676,317.69
Category / Region _ collection Fees 0500	\$ -	\$ -
Independent Monitoring Fees	\$ 832,928.08	\$ -
Phase 1 Refunds 0500	\$ -	\$ -
Phase 2 Category 1 Collections (restricted) 0500	\$ -	\$ -
Region C Phase 1 Investigation Collections 0500	\$ -	\$ -
Region C Phase 2 Category 1 Collections 0500	\$ -	\$ -
Grant Collections (restricted) 0500	\$ -	\$ -
Region A slot Machine Fee 0500	\$ 1,864,200.00	\$ 1,864,200.00
Region B Slot Machine Fee 0500	\$ 1,306,200.00	\$ 1,306,200.00
Slots Parlor Slot Machine Fee 0500	\$ 750,000.00	\$ 750,000.00
Gaming Employee License Fees (GEL) 3000	\$ 422,050.00	\$ 434,450.00
Key Gaming Executive (GKE) 3000	\$ 1,000.00	\$ 1,000.00
Key Gaming Employee (GKS) 3000	\$ 7,100.00	\$ 7,100.00
Non-Gaming Vendor (NGV) 3000	\$ 34,000.00	\$ 40,300.00
Vendor Gaming Primary (VGP) 3000	\$ 60,000.00	\$ 64,550.00
Vendor Gaming Secondary (VGS) 3000	\$ 20,000.00	\$ 35,000.00
Gaming School License (GSB)	\$ -	\$ -
Gaming Service Employee License (SER) 3000	\$ 28,050.00	\$ 5,425.00
Subcontractor ID Initial License (SUB) 3000	\$ -	\$ -
Temporary License Initial License (TEM) 3000	\$ -	\$ -
Veterans Initial License (VET) 3000	\$ -	\$ -
Transfer of Licensing Fees to CMF 0500	\$ -	\$ -
Assessment 0500 (adjustment)	\$ 26,190,691.25	\$ 26,954,742.06
Misc/Bank Interest 0500	\$ 34,809.58	\$ 52,863.19
Grand Total	\$ 33,777,908.31	\$ 33,749,986.36

AGENCY HEADCOUNT & DIVERSITY

The chart below represents the recent and current headcount by the department. The numbers below do not include state police assigned to the Commission, or FTEs in the Attorney General's Gaming Enforcement Division.

HEADCOUNT BY DEPARTMENT/DIVISION	HEADCOUNT FY18	HEADCOUNT FY19	HEADCOUNT FY20
Commissioners & Staff	5	5	5
Executive Director & Staff	6	5	4
Communications	2	2	2
Investigations & Enforcement	22	45	43
Licensing	5	6	6
General Counsel, Legal & Policy	12	12	10
Human Resources	3.5	2.5	2.5
Finance	5.5	6.5	6.5
Information Technology	6	7	8
Racing ¹	2	3	3
	85	94	90

¹Racing numbers do not include seasonal employees

REGULAR EMPLOYEES

The chart below depicts the diversity and gender ratios of the Commission as of the end of FY19 & FY20.

DEMOGRAPHIC	FY19	FY20
Caucasian	83%	79%
Diverse	17%	21%
Female	50%	50%
Male	50%	50%

WORKFORCE, SUPPLIER & DIVERSITY DEVELOPMENT

Our office of Workforce, Supplier and Diversity Development works with stakeholders, licensees, state and local groups as well as community groups to maximize the benefits associated with employment and supplier spend. Efforts in these areas can be divided into (1) Monitoring & Compliance of Licensees and (2) Workforce, Supplier and Diversity Development Efforts.

DIVERSITY MONITORING AND COMPLIANCE

MGC ensures licensees compliance with the Gaming Act's goals for business, workforce development and diversity during construction and operations. MGC's efforts and those of licensees include requirements to (1) Set goals and submit strategic plans for the inclusion of minority, women and veterans (2) Regularly report progress towards those goals, (3) Support workforce development programs and affirmative action plans for the training and hiring of underemployed and unemployed and (4) Strategize with stakeholders for the hiring of Massachusetts residents and contracting with local diverse small businesses.

Last year marked the completion of the construction phase for Encore (June 2019) and a broader focus towards monitoring diversity compliance during the operations phase for all licensees. We performed compliance reviews of licensees' plans regarding Wages and Benefits, Regional Tourism, Marketing & Hospitality Plan, Workforce Development Plan/Affirmative Action Program, and Operational Hiring Commitments.

Diversity Audit: MGC staff continued the comprehensive review of **Encore Boston Harbor's** construction diversity reporting on commitments and total contract spend initiated in early 2019 including confirmation of payments made to Veteran Business Enterprises. The review team was satisfied with the accuracy and sufficiency of the documentation substantiating diversity numbers reported to MGC for the construction period. This process mirrors a review performed during the last fiscal year of MGM's reporting. Additionally, since 2017, PPC's internal audit team includes an audit into the accuracy of the information in Plainridge Park Casino's Human Resources Information Systems specific to employees places of residence, ethnicity, and full or part time status so that the Commission may rely on the data that is presented quarterly in the reports from the licensees. All audits conducted by the casino have been reviewed by MGC's independent audit firm, Eide Bailey, and show that the information in the HR systems is accurate and may be relied on.

Plainridge Park Casino's Workforce Commitment and Diversity Plan Review: During this fiscal year, MGC reviewed **Plainridge Park's** amended Workforce Diversity Plan. The new plan took into account lower unemployment rates at the time, a more competitive gaming market, the neighboring Rhode Island economy, as well as recent changes to the Massachusetts minimum wage. The Commission approved the revised plan in June 2019. PPC's revised hiring goals are now as follows:

- Hire 35% of PPC workforce from host and designated surrounding communities (adjusted from a best-efforts goal of 90% that was never reached)
- 15% of PPC workforce be comprised of individuals from ethnic minority groups (revised from an original goal of 10%)
- 50% of PPC workforce will be women (new goal)
- 2% of PPC workforce will be veterans (new goal)
- Hire 65% of PPC workforce from Massachusetts (new goal)

The plan included several enhanced strategies and tactics to meet the proposed goals (career fairs,

college fairs, partnership with career centers and hiring events). MGC will continue to monitor compliance with the activities described in the plan.

Sharing Information and Best Practices: We have established protocols and procedures to ensure compliance and accountability with minority, women and veteran hiring. The results achieved during the construction phase of casino development were possible with the steadfast commitment of licensees, their project diversity teams, and the unyielding efforts and dedication of many stakeholders. The MGC commissioned *Build to Last: Best Practices for Diversity in the Construction Industry* report to capture and share the promising practices that led to enhanced diversity and create a lasting legacy chronicling the equity and inclusion practices during casino construction – a road map for other projects to follow. This report articulates the commitment, leadership and innovation required to not only meet, but consistently strive to exceed the requirements of the law.

We released the report at an October 2019 event at Smith College in Northampton. The event brought together an audience of developers, cities, towns, universities and other anchor institutions in Central and Western Massachusetts to learn from casino licensees and others who were leading the way on achieving diversity in their construction projects.

WORKFORCE, SUPPLIER AND DIVERSITY DEVELOPMENT EFFORTS

Small Business Technical Assistance: In Fall 2020 we released an RFP to provide targeted, intensive, one on one consulting expertise to rapidly growing small and medium-sized Massachusetts-based companies who are current vendors to one of the three casinos, or a company that is identified by a casino as a potential vendor. The MGC issued two grants totaling \$150,000 to the Franklin County Community Development Corporation (FCCDC) and Local Enterprise Assistance Fund (LEAF) to achieve these key objectives:

- Work with companies that are identified by a casino as a potential vendor but for a specific issue that could be supported by technical assistance
- Identify Massachusetts-based and Minority, Women and Veteran Business Enterprises (MWVBE) businesses in procurement categories identified by the licensee

The FCCDC, a western MA non-profit works with growing businesses providing services such as business planning, financial counseling, marketing strategies, mentorship and financing. LEAF, a Boston based community development financial institution provides one-on-one advisory services and group workshops to disadvantaged small business owners with the goal of stabilizing and expanding their businesses through the development of financial management tools that support cost structure analysis, strategic pricing, sales budgeting, financial projections, cash flow management, and capital raises.

Industry Report: Additionally, in December 2019 the office of Workforce, Supplier and Diversity Development released it's 2018 Impact Report chronicling industry insights regarding impacts to local businesses and workforce, diversity measures and funding in support of workforce and diversity initiatives during the 2018 calendar year. Some highlights included:

- Nearly 12,000 individuals employed due to the casino industry, 73% from MA
- Over \$1.2 billion spent with MA businesses
- 5,891 minority individuals, veterans and women working
- \$236.7 million spent with MBE, VBE and WBE businesses

Covid Response: Due to the unprecedented impact of COVID-19 on the casino and racing workforce and small business vendors, we pivoted to provide information and resources through webinars, website resources and one on one technical assistance to those affected. We partnered with the Massachusetts Executive Office of Labor and Workforce Development to coordinate a remote presentation to casino leadership regarding MassHire Department of Career Services; Workshare program, an alternative to layoffs and Rapid Response, a pre-layoff service designed for companies and employees experiencing a layoff or closing.

MGC's staff also hosted webinars aiming to offer information and strategies to small business owners navigating the economic impacts of COVID-19 on topics such as Managing Cash Flow During a Crisis and how to access financing. MGC hosted Robert Nelson, District Director of the U.S. Small Business Administration (SBA) Massachusetts District Office for a webinar coinciding with the issuance of an additional \$500 billion in COVID-19 relief, signed into federal law earlier the same day, re-funding the continuation of the Paycheck Protection Program (PPP) and the Economic Injury Disaster Loan Program. This forum offered gaming vendors the vital opportunity to learn about federal relief programs, including the day's latest developments.

MGC also developed a list of continuously updated resources on the MGC website for impacted casino and horse racing industry employees and small businesses including emerging information about emergency funding for businesses, individuals, local governments, the CARES Act, the Paycheck Protection Program as well as other resources.

RESULTS ON LICENSEE DIVERSITY GOALS

CONSTRUCTION

With the completion of construction on the Encore Boston Harbor project and upon the official close out of project financials, the licensee submitted to the Commission a final report of the achievement of supplier and workforce diversity goals. The results are included below, as of May 2, 2020.

Encore Boston Harbor – Project Design

	# Contract Awards	Goal	Awarded to Date	\$ Awarded & Paid to Date
MBE	13	7.9%	9.0%	\$5.6 M
WBE	14	10.0%	8.6%	\$5.3 M
VBE	4	1.0%	5.9%	\$3.7 M
<i>TOTAL</i>	<i>30</i>	<i>18.9%</i>	<i>23.4%</i>	<i>\$14.6 M</i>

Total Qualified Design Spend = \$62,273,831

Encore Boston Harbor – Project Construction

	# Contract Awards	Goal	Awarded to Date	\$ Awarded & Paid to Date
MBE	81	5.0%	5.9%	\$83.0 M
WBE	152	5.4%	12.8%	\$180.7 M
VBE	49	1.0%	2.8%	\$39.4 M
TOTAL	252	11.4%	18.2%	\$257.2 M

Total Qualified Construction Spend = \$1,415,428,026

Encore Boston Harbor – Construction Workforce Participation

	# Workers *	# Diverse Workforce Hours *	Goal	% Diverse Workforce Hours to Date
Minority	1,870	1,535,990	15.3%	25.7%
Female	491	428,120	6.9%	7.2%
Veteran	311	315,042	3.0%	5.3%

Both PPC and MGM Springfield had no construction data to report during this time period.

OPERATIONS

All data is being provided from the reporting period just prior to the pandemic-related closures in March 2020. Casino licensee quarterly reports are expected to resume in November 2020. MGC Staff continues to monitor the impact these closures had on the local workforce and procurement.

Operational Diversity¹

Operations Workforce	Minority	Veteran	Women
	Goal Result	Goal Result	Goal Result
Encore Boston Harbor	40% 54%	3% 3%	50% 43%
MGM Springfield	50% 53%	2% 6%	50% 44%
Plainridge Park	15% 26%	2% 5%	50% 48%

¹ Encore – March 2020; MGM- February 27, 2020; PPC- As of December 2019

Operations Supplier	MBE	VBE	WBE
	Goal Result	Goal Result	Goal Result
Encore Boston Harbor	8% 7%	5% 3%	14% 10%
MGM Springfield	10% 3%	2% 1.6%	15% 14%
Plainridge Park	6% 7%	3% 5%	12% 16%

Operations Local Commitments

<i>Encore Boston Harbor</i>	Goal Result
Workforce within 30 miles	75% 87%
MA Supplier Spend	N/A 58%
Plainridge Park Casino	
<i>Plainridge Park Casino</i>	Goal Result
Host/Surrounding Community Workforce	35% 32%
MA Vendor Spend	N/A 53%
Host/Surrounding Community Spend	N/A 9%
MGM Springfield	
<i>MGM Springfield</i>	Goal Result
Springfield Workforce	35% 39.5%
MA Workforce	N/A 78%
Western MA Workforce	N/A 76%
MA Supplier Spend	N/A 50%
Western MA Supplier Spend	N/A 38%

LITIGATION MATTERS

CITY OF BOSTON/REVERE/MOHEGAN SUN ET AL. V. MGC

Various municipalities and groups have filed suit contesting certain aspects of the Gaming Commission's issuance of the Region A Category 1 gaming license. Certain of these claims have been dismissed, either voluntarily or by order of the Massachusetts Superior Court. The Gaming Commission is currently defending the remaining intervenor claim filed by Mohegan Sun. That claim was argued before the Massachusetts Supreme Judicial Court in November 2016. On March 10, 2017, the Supreme Judicial Court issued a decision affirming Mohegan Sun's intervenor claim and remanding the case to the Superior Court for further proceedings. Briefing on Mohegan Sun's intervenor claim was completed in January 2018. Since the completion of the briefing on Mohegan Sun's intervenor claim, Mohegan Sun has filed a motion to amend its complaint. The Gaming Commission opposed this motion and, on July 16, 2018, the Superior Court allowed Mohegan Sun's motion in part and denied it in part, thus granting Mohegan Sun the right to add additional information to its existing complaint. The parties are in the process of finalizing the administrative record for purposes of engaging in further motion practice.

FBT V. MGC

On November 14, 2016, the Gaming Commission was sued by FBT Everett Realty, LLC for tortious interference with respect to the plaintiff's agreement to sell property to Wynn Resorts for the Region A Category 1 facility in Everett. The plaintiff is requesting damages as determined at trial. On May 14, 2018, the Superior Court granted the Gaming Commission's motion to dismiss on two of three claims then remaining. The Gaming Commission is proceeding with its defense of the remaining claim. On July 5, 2018, the Gaming Commission filed a third-party complaint against the Region A Category 1 licensee for unjust enrichment and indemnification relating to the remaining claim against the Gaming Commission. The Region A licensee filed a motion to dismiss the complaint. On January 2, 2020, the court issued a decision effectively denying the motion to dismiss. As a result, the Region A licensee remains a party to the case. The case is now in the discovery phase.

LITTLEFIELD ET AL. V. UNITED STATES DEPARTMENT OF THE INTERIOR, 199 F.SUPP.3D 391 (2016), U.S. DISTRICT COURT, MASSACHUSETTS

LITTLEFIELD, ET AL. V. MASHPEE WAMPANOAG INDIAN TRIBE, U.S. COURT OF APPEALS FOR THE FIRST CIRCUIT

MASHPEE WAMPANOAG TRIBE V. BERNHARDT, U.S. DISTRICT COURT, DISTRICT OF COLUMBIA (COLLYER, J.)

MGC is not a party to these legal challenges, but as an interested observer, and as directed by G.L. c.23K,

§67, the MGC will continue to monitor the developments and status of the Mashpee Wampanoag Tribe (“Mashpee Wampanoag” or “Tribe”) and their pursuit of federal recognition and to take land into trust for tribal economic development .

In March 2016, the Mashpee Wampanoag tribe announced that it would commence construction of a tribal resort casino in the third region (Region C), based upon the assumed power of the U.S. Secretary of the Interior to take land into trust for the tribe. On July 28, 2016, in the case of *Littlefield v. the U. S. Department of the Interior*, the U. S. District Court held that the Secretary of the Interior lacked the authority to take land into trust for the Mashpee Wampanoag tribe and remanded the matter back to the Secretary of the Interior for further proceedings consistent with the opinion as well as the declaratory judgment entered. The Mashpee Wampanoag filed a motion to intervene, which was granted. In December 2016, the Mashpee Wampanoag filed a notice of appeal to the U. S. Court of Appeals for the First Circuit. On September 7, 2018, the Department of the Interior issued a revised land-in-trust decision concluding that the Mashpee Wampanoag did not meet the statutory requirements to have land taken into trust. The Mashpee Wampanoag filed an appeal of the September 2018 decision in the U.S. District Court for the District of Columbia. On February 27, 2020, the U.S. Court of Appeals for the First Circuit issued a decision affirming the District Court decision that the Secretary lacked the authority to take land into trust for the benefit of the Tribe. On March 27, 2020, the Secretary issued a directive to the Director of the Bureau of Indian Affairs to rescind the decision accepting land into trust on behalf of the Tribe, to revoke the reservation proclamation, and to issue a clarification that such actions annul the previous determination that such lands are eligible for gaming under the Indian Gaming Regulatory Act. On June 5, 2020, the U.S. District Court for the District of Columbia issued a decision finding the Secretary of the Interior’s September 2018 decision to be arbitrary, capricious and an abuse of discretion and remanded the matter to the Secretary to determine whether certain standards governing the determination of tribal and land status were properly applied.

Separately, in January 2019, Representative Keating introduced a bill in the U.S. House of Representatives (H.R. 312) titled the “Mashpee Wampanoag Tribe Reservation Reaffirmation Act.” The bill would reaffirm the Tribe’s trust land, ratify and confirm the Secretary’s actions in taking the land into trust, preclude filing of further matters, and dismiss pending federal litigation concerning this matter. The bill passed in the U.S. House on May 15, 2019 (275-146). The bill was received in the U.S. Senate and placed on the Legislative Calendar on May 20, 2019. No further activity has been reported. The Gaming Commission will continue to monitor this matter.

COMMONWEALTH OF MASSACHUSETTS, ET AL V. THE WAMPANOAG TRIBE OF GAY HEAD (AQUINNAH), ET AL

The case originated in 2015 on a complaint by the Commonwealth, joined by a local Martha’s Vineyard community organization and the Town of Aquinnah (collectively, the “Commonwealth Plaintiffs”), to block the Aquinnah Tribe’s stated intention to open an electronic bingo facility on its reservation land. The Tribe had obtained approval from the National Indian Gaming Commission to do so pursuant to the federal Indian Gaming Regulatory Act (IGRA). (Under IGRA, a federally recognized Tribe may sponsor electronic bingo games — so called, “Class 2” gaming — on its lands without the approval of state authorities. For conventional casino gaming, for example in a resort with table games, state approval under IGRA is required through a formal compact process.)

The principal basis of the Commonwealth Plaintiffs' complaint was that the Aquinnah Tribe had surrendered whatever rights it otherwise would have had to conduct gaming on its tribal lands on account of the Tribe in 1987 having entered into an agreement to settle pending litigation involving the Tribe's claims to substantial portions of Martha's Vineyard. The Tribe alleged that these lands had been conveyed to non-tribal members over a period of many decades in violation of federal law restricting the transfer of Indian land to non-Indians. That settlement agreement was incorporated into a federal statute, the Indian Claims Settlement Act of 1987 (the "1987 Federal Act").

By Final Judgement dated August 19, 2019, the U.S. District Court for Massachusetts (Saylor, J.) ordered, adjudged, and decreed, in pertinent part, as follows:

(1)(a) the Tribe may construct, occupy, and operate a gaming facility on the Settlement Lands without complying with the Gaming Laws, and (b) the Tribe's construction, occupancy, and operation of a gaming facility on the Settlement Lands shall otherwise be subject to the General Regulatory Laws;

(2) The Town of Aquinnah; Charles D. Baker, in his official capacity as Governor; Maura Healey, in her official capacity as Attorney General; and Cathy Judd-Stein, in her official capacity as Chair of the Massachusetts Gaming Commission, are permanently enjoined and restrained from enforcing the Gaming Laws against the Tribe on the Settlement Lands; and

(3) The Tribe is permanently enjoined and restrained from constructing, occupying, and operating a gaming facility on the Settlement Lands without complying with the General Regulatory Laws.

On September 14, 2020, the U.S. Court of Appeals for the First Circuit heard an appeal by the parties related primarily to finding number (3) above as to the applicability of the General Regulatory Laws. The matter was taken under advisement by the panel.