



**LEGAL NOTICE
CITY OF FRAMINGHAM
PURCHASING DEPARTMENT**

INVITATION FOR BIDS

7993 SCHOOL TRANSPORTATION SERVICES: 7/1/23 - 6/30/26

The City of Framingham, Massachusetts invites sealed bids for “**School Transportation Services, Bid 7993.**” This bid is for the contract of school buses with drivers or school buses without drivers for the City of Framingham for a three-year period from July 1, 2023 through June 30, 2026 (years 1-3).

Bid documents can be obtained electronically through the City of Framingham’s Vendor Registry portal <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-framingham-ma-vendor-registration>

Bid documents will be available on **Wednesday May 24, 2023 at 10:00 A.M** on Vendor Registry. **Sealed Bids** shall be submitted through Vendor Registry only **and are due on Friday June 9, 2023 at 10:00 A.M.**
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-framingham-ma-vendor-registration>

The City reserves the right to reject any and all submissions, and waive any minor informalities and technicalities.

**SHORT FORM OF AGREEMENT
FOR SCHOOL TRANSPORTATION SERVICES
BETWEEN THE CITY OF FRAMINGHAM AND NRT BUS, INC.**

THIS AGREEMENT for School Transportation Services for the Fiscal Years of 2023-2026, is made this 1st day of August, 2023, by and between NRT BUS, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 230 Main Street, North Reading, MA 01864, hereinafter referred to as the "CONTRACTOR", and the City of Framingham, a municipal corporation with usual place of business as City of Framingham, 150 Concord Street, Framingham, MA 01702, hereinafter referred to as the "CITY".

WITNESSETH that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The contract is comprised of the following documents. Any inconsistency shall be resolved in the sole discretion of the City.

- (a) This short form of agreement for procurement between the CITY and the CONTRACTOR;
- (b) original signed and sealed Certificate of Corporate Authority;
- (c) Performance bond in the form attached hereto as Exhibit A;
- (d) Contractor's bid or proposal;
- (e) Copies of all required bonds, certificates of insurance and licenses required under the contract;
- (f) Prevailing wages rate schedule attached herein,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the CONTRACTOR and the CITY, and there are no other agreements between the parties. Any amendment or modification to this Agreement must be agreed upon, in writing, and signed by an official with the authority to bind the CONTRACTOR and the CITY, and shall not be effective until signed by both parties.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

This Agreement shall be for a term of not more than 3 years, commencing on **August 1, 2023** and ending on **July 31, 2026**, subject to annual appropriation.

ARTICLE 4: THE CONTRACT SUM

The CONTRACTOR agrees to provide to the CITY items at the specific price points listed in the CONTRACTOR'S bid submission, for the duration of the contract, subject to price adjustments that are expressly permitted by the Contract Documents. The CITY makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract.

The total value of the goods and services will not exceed the sum of **\$24,155,278.50 (Twenty-Four Million One Hundred and Fifty-Five Thousand Two Hundred and Seventy-Eight Dollars and Fifty cents)** without the issuance of a change order agreed to in writing by all parties.

ARTICLE 5: PAYMENT

The CITY shall make payment in monthly installments within 30 days after receipt of an invoice delineating hourly vehicle usage. Payment due shall be based on the number of vehicles multiplied by the hourly rate per vehicle multiplied by the number of hours of transportation provided for the billing period, for each category of busing provided under the contract. The form and content of the monthly invoice shall be established by the School Department's Executive Director of Finance and Operations.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the CITY shall give written notice thereof, and if said default is not made good within such time as the CITY shall specify in writing, the CITY shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the CITY shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the CITY shall determine, and the CONTRACTOR shall pay the CITY any money that the CITY shall pay another CONTRACTOR for the completion of the work, in excess of what the CITY would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the CITY for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the CITY is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the CITY and certified to the CONTRACTOR.

ARTICLE 7: LIQUIDATED DAMAGES

Notwithstanding any of the terms of this Agreement, in the event that CONTRACTOR fails to provide any transportation vehicle(s) with driver(s) pursuant to the terms of this Agreement, the CONTRACTOR shall pay the CITY two hundred and fifty dollars (\$250.00) per day, per transportation vehicle, for each transportation vehicle that fails to run as required under the terms of this Agreement and the schedule and routes required by the CITY. Nothing within Article 7 shall be construed as a waiver of the CONTRACTOR'S obligations and/or the CITY'S rights under this Agreement, including, but not limited to the CITY'S rights under Article 6 for non-performance and Article 8 termination rights.

ARTICLE 8: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the CITY shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year or for any successive year of the contract. The CITY agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the CONTRACTOR promptly when it appears certain they will not be obtained. If partial funding sufficient for a clearly separable task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks and amend the Contract accordingly.
- (b) The CONTRACTOR shall have the right to terminate this Agreement upon 90 days written notice if the CITY fails to make payment within 30 days after it is due.

ARTICLE 9: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

City of Framingham:

Department: Purchasing Department

Contact: Amy Putney

Title: Procurement Administrator

Email: alp@framinghamma.gov

Tel. #: 508-532-6040

Mailing Address: 150 Concord Street, Framingham, MA 01702

PLEASE FILL IN THIS INFORMATION

Contractor:

Company: NRT Bus, Inc.

Contact: Michael Frambach

Title: VP of Operations

Email: michaelframbach@vanpoolma.com

Tel. #: 508-868-7719

Mailing Address: NRT Bus, Inc.

Attn: Michael Frambach
8 County Street
Mansfield, MA 02048

ARTICLE 10: INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and auto/motor vehicle liability insurance policies protecting the CITY in connection with any operations included in this Agreement. As proof of insurance, the CONTRACTOR shall provide Certificate(s) of Insurance specifically stating in the Description portion of the certificate:

“The City of Framingham is named as additional insured in regards to General and Auto Liability on the policies noted above by contractual Agreement.”

Coverage amounts shall be in at least the amounts noted below, and may be obtained either through a single carrier or a combination of primary carrier and excess/umbrella coverage:

General Liability: At least \$20,000,000 per occurrence, and, at least \$15,000,000 aggregate

Auto Liability: At least \$1,000,000 bodily injury limit per person, \$15,000,000 bodily injury limit per accident, and \$1,000,000 property damage limit per accident

- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the CITY. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the CITY. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the CITY should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (d) The CONTRACTOR shall indemnify, defend, and save harmless the CITY and all of the CITY'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, arising out of or resulting from any act, omission, or negligence of the, CONTRACTOR subconsultants and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

The CONTRACTOR shall provide an updated Certificate of Insurance demonstrating coverage as required herein on an annual basis on the anniversary date of signing, and/or on date(s) of renewal of coverage as required herein.

ARTICLE 11: PERFORMANCE BOND

The CONTRACTOR shall furnish a **100% Performance Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the CITY in the full amount of the Contract Price for the first year in the form attached as **Exhibit A**. The performance bond shall be renewed annually as set forth in the Contract Documents.

ARTICLE 12: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the CITY.

ARTICLE 13: PREVAILING WAGE RATES

Pursuant to Mass. Gen. Laws c. 71, §7A, the CONTRACTOR shall pay the prevailing wage as determined the Commissioner of Labor and Industries for each person employed under this contract. The CONTRACTOR shall create and maintain records evidencing compliance with this requirement for a period of not less than three years from the date of completion of the Contract.

ARTICLE 14: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the CITY shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The CITY agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the CITY'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 15: GUARANTEE OF WORK

The Contractor agrees that the vehicles and equipment specified in the Contract Documents, as well as any modifications or enhancements made by the Contractor thereto shall be free from defects that interfere with the vehicle's or equipment's operational capability. The Contractor's obligation under this section shall be, without charge to the CITY, to immediately correct any defects that are discovered. If the Contractor is unable to correct any such defect that prevents the vehicle or equipment from performing in accordance with such specifications and standards set forth in the Contract Documents, the Contractor shall provide a substitute vehicle or equipment as a replacement.

ARTICLE 16: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the CITY and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the CITY and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the CITY and the CONTRACTOR. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Framingham
Contract Number: 7993 **City/Town:** FRAMINGHAM
Description of Work: 3 Year Contract School Bus Transportation

Job Location: District Wide

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
School Bus						
Athletic/ Field Trips/ Extra-Curricular <i>SCHOOL BUS - 170 TEAMSTERS - FRAMINGHAM</i>	05/21/2023	\$23.00	\$-	\$0.00	\$0.00	\$23.00
	05/21/2024	\$23.52	\$-	\$0.00	\$0.00	\$23.52
	05/21/2025	\$24.11	\$-	\$0.00	\$0.00	\$24.11
School Bus Driver <i>SCHOOL BUS - 170 TEAMSTERS - FRAMINGHAM</i>	05/21/2023	\$31.00	\$-	\$0.00	\$0.00	\$31.00
	05/21/2024	\$31.70	\$-	\$0.00	\$0.00	\$31.70
	05/21/2025	\$32.50	\$-	\$0.00	\$0.00	\$32.50

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

CONTINUATION CERTIFICATE

The Atlantic Specialty Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 800133366 in the sum of Eight Million Fifty One Thousand Seven Hundred Fifty Nine Dollars and 50/100 (\$8,051,759.50) Dollars, on behalf of NRT Bus, Inc. in favor of City Of Framingham/Framingham Public Schools for School Transportation Services for the Fiscal Years of 2022-2026 subject to all the conditions and terms thereof through 30th Day of June, 2024 at location of risk.


This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 3rd Day of August, 2023.

Atlantic Specialty Insurance Company

Surety

BY:



Michelle Anne McMahon, Attorney-in-Fact





Power of Attorney

Surety Bond No: 800133366

Principal: NRT Bus, Inc.

Obligee: City Of Framingham/Framingham Public Schools

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Anne McMahon, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

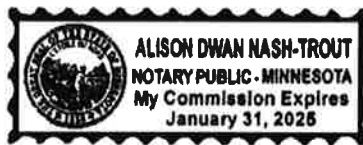
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of August, 2023



Christopher V. Jerry
Christopher V. Jerry, Secretary

INCREASE PENALTY RIDER

BOND AMOUNT \$6,686,500.00 BOND NO. 800133366

To be attached and form a part of Bond No. 800133366 dated the 1st Day of July, 2022, executed by Atlantic Specialty Insurance Company as surety, on behalf of NRT Bus, Inc. as current principal of record, and in favor of City Of Framingham/Framingham Public Schools, as Obligee for School Transportation Services for the Fiscal Years of 2022-2026, and in the amount of Six Million Six Hundred Eighty Six Thousand Five Hundred Dollars and 00/100 (\$6,686,500.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Atlantic Specialty Insurance Company hereby consents that effective from the 1st Day of July, 2023, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Six Million Six Hundred Eighty Six Thousand Five Hundred Dollars and 00/100 (\$6,686,500.00)

TO: Eight Million Fifty One Thousand Seven Hundred Fifty Nine Dollars and 50/100 (\$8,051,759.50)

The INCREASE of said bond penalty shall be effective as of the 1st Day of July, 2023, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 3rd Day of August, 2023

NRT Bus, Inc.
PRINCIPAL

BY



Atlantic Specialty Insurance Company
SURETY

BY



Michelle Anne McMahon, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City Of Framingham/Framingham Public Schools
OBLIGEE

BY

TITLE



Power of Attorney

Surety Bond No: 800133366

Principal: NRT Bus, Inc.

Obligee: City Of Framingham/Framingham Public Schools

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Anne McMahon, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

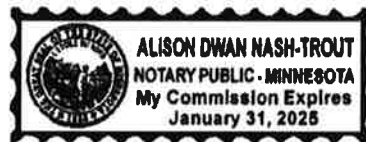
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.




By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

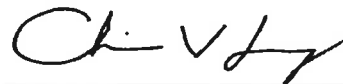



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of August, 2023.




Christopher V. Jerry, Secretary



Telephone: +1 786-835-9246

Website: wtwco.com

E-mail: Elizabeth.Marrero2@wtwco.com

August 3, 2023

Kathleen McWilliams
15 Great Boars Head Ave
Hampton, NH 03842-3654
978-457-0926

Re: **Bond Number: 800133366**
Obligee: City Of Framingham/Framingham Public Schools
Description: School Transportation Services for the Fiscal Years of 2022-2026
Commission: 32.5%

We are pleased to enclose the above referenced bond you requested. This bond was executed based upon the information you provided. We urge you to check all of the information enclosed, including the Power of Attorney, signatures, dates, amounts, description, bond form and any other attachments.

Please be sure to affix the bond with the proper signature and seal.

If a premium is charged, our invoice for this bond is enclosed or will be sent to you under separate cover. Please note the premium payment for this bond is due upon receipt.

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson can collect the difference directly from the insurer. These payments will not increase the cost of your bonds or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your commission schedule can be found at:

http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Elizabeth Marrero

Willis Towers Watson Northeast, Inc.
1450 Brickell Ave. Suite 1600
Miami, FL 33131

