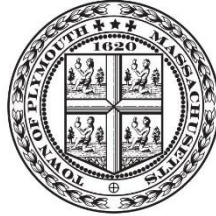


**TOWN OF PLYMOUTH
PROCUREMENT DIVISION
26 COURT STREET
PLYMOUTH, MA 02360**



**INVITATION FOR BID 22147R
WATER STREET SEWER INTERCEPTOR REPLACEMENT**

Issued: Wednesday, April 27, 2022

Pre-Bid Meeting: Thursday, May 5, 2022, at 11:30 a.m.

Due: Thursday, June 2, 2022, at 10:00 a.m.

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TOWN OF PLYMOUTH
26 Court Street
Plymouth, MA 02360

April 27, 2022

INVITATION FOR BIDS 22147R

A. INVITATION

Sealed bids are sought by the Town of Plymouth for all labor, materials, equipment, services and construction for the Water Street Sewer Interceptor Replacement. The required completion date is June 30, 2023.

Bids are to be submitted by **10:00 a.m. on Thursday, June 2, 2022**, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked **BID 22147R, Water Street Sewer Interceptor Replacement**.

Specifications and bid forms are available to download by registering at <https://www.plymouth-ma.gov/bids-current>

A Pre-Bid Conference will be held on **Thursday, May 5, 2022, at 11:30 a.m.** in the Great Hall of Town Hall, located at 26 Court Street, Plymouth, MA. Any person interested in submitting a bid is encouraged to attend.

Bid Security in the form of a bid bond, certified check, treasurer's or cashier's check payable to the Owner, is required in the amount of five percent (5%) of the bid, in accordance with Section B, INSTRUCTIONS TO BIDDERS.

The selected contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price as stipulated in Section B, INSTRUCTIONS TO BIDDERS.

This project is federally funded by the United States Department of the Treasury (USDT) American Rescue Plan Act (ARPA) and therefore is subject to the Federal laws and regulations associated with the program. Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Equal Employment Opportunity policies of the USDT are applicable to this Contract. The Bidder shall comply with all applicable laws and regulations pertaining to discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Bidder shall make positive efforts to achieve: (1) a minority employee work force hour goal of 15.30 percent (15.3%), (2) a woman employee work force hour goal of 6.90 percent (6.90%), (3) a goal of 7.24 percent (7.24%) participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent (3.60%) participation of Woman-owned Business Enterprise(s) within project contracts. All MBEs and WBEs shall be certified by the Commonwealth of Massachusetts under the provisions certified by the Supplier Diversity Office (SDO). At a minimum, the community should allow MBEs and WBEs the

maximum feasible opportunity to compete for sub-agreements performed under the project. Failure to comply with the requirements of this paragraph may be deemed to render a proposal nonresponsive. No waiver of any provision of this section will be granted unless approved by the Owner.

All bids for this project are subject to applicable bidding laws of M.G.L. c.30 §39M as amended, all applicable Federal Law, and these Bid and Contract Documents.

Prevailing Wage Rates as determined by the Director of Executive Office of Labor and Workforce Development under the provisions of M.G.L. c.149 §26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids.

B. INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Plymouth, Massachusetts, herein called the OWNER, acting by and through its Town Manager, will receive sealed Bids for the replacement of the sewer interceptor on Water Street, filed in the Procurement Office, Town Hall, 26 Court Street, Plymouth, MA, 02360.

One (1) original and one (1) copy of sealed bids addressed to the OWNER and endorsed Bid 22147R Water Street Sewer Interceptor Replacement, will be received at the Town of Plymouth Procurement Office, 26 Court Street, Plymouth, MA, 02360, until **10:00 a.m. prevailing time, on Thursday, June 2, 2022**, at which time and place said bids will be publicly opened and read. Envelopes should clearly be marked “Bid 22147R, Water Street Sewer Interceptor Replacement” along with the name and address of the bidder.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for sixty (60) days.

2. Location and Work to Done

The location, general characteristics, and principal details of the Work are indicated in the attached Drawings and Specifications.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the Bid Forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination by it in any manner as a basis of or grounds for any claim or demand against the OWNER or ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Bid Security

Each bid must be accompanied by a certified check, bid bond, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section A, INVITATION. Such deposits will be returned to all except the three (3) lowest responsible and eligible bidders within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented the any bidder within 60 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to complete the project by June 30, 2023.

9. Addenda and Interpretations

No interpretation of the meaning of any plans, specifications or other pre-bid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by the bidders unless confirmed in written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or ENGINEER. Questions related to the bid process can be addressed to Sandra Strassel, Procurement Officer, at (508) 747-1620, ext. 10107.

Every request for such interpretation should be in writing (type, not handwritten) addressed to the OWNER and emailed to sstrassel@plymouth-ma.gov, and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids.

Addenda: If you received Bid Documents from the Town and provided the Town with an accurate email address for delivery of addenda, the Town intends to deliver notification of each addendum to you at such email address, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at www.plymouth-ma.gov/bids-current.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid:

- Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.
- Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.
- The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.
- All bidders shall include with their bids written acknowledgement of receipt of all addenda, on the Bid Form.
- The total dollar amount of each bid will be read, and the three (3) apparent lowest bids will be selected for further consideration. These three (3) apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All bids submitted will be posted to the Procurement Department website.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is discrepancy on the Bid Form between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each Bid Form submitted in accordance with the terms and conditions set forth herein.

12. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of M.G.L. c.30 §39M as amended need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgement are either incomplete, conditional, obscure or not responsive or which contains additions not called for, erasures not properly

initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who can not satisfy the OWNER that it has sufficient ability and experience in this class or work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time names. The OWNER's decision or judgement on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Payment Bond

Simultaneously with delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond for the payment of all persons performing labor and materials under this Contract in the amount of fifty percent (50%) of its bid. The surety on such bond shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bond shall remain in force for one (1) year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of the notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price or the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimated of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated on the Bid Form.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of M.G.L. c.30 §39R, concerning CONTRACTOR records.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000.00, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provision of M.G.L. c.149 §26 to 27H, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Director and provide them to the Contractor upon said request.

Applicable conditions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Federal Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

24. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with M.G.L. c.30 §38A.

25. Federal Participation Disclosure

The project will be funded with Federal funds from the United States Department of the Treasury's American Rescue Plan Act and therefore is subject to the Federal laws and regulations associated with that program.

26. Affirmative Action/Equal Employment Opportunity Laws and Regulations

The Town of Plymouth is an affirmative action/equal opportunity owner/purchaser. The bidder's attention is directed to all applicable State Laws, Town Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

27. Bid Status Information

A register of Bids, when available, will be posted on the Town's website at www.plymouth-ma.gov/procurement-division/pages/bids-results.

Notification of award of contract will be mailed to all bidders and/or posted on the Town's website.

C. INSURANCE REQUIREMENTS

1. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect them performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims and liability for damages of bodily injury, including accidental death, and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the

Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with, operations under this Contract.

2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
 - a. **General Liability** of at least one million dollars (\$1,000,000.00) Bodily Injury and Property Damage Liability, Combined Single Limit with a two million dollars (\$2,000,000.00) Annual Aggregate Limit. **The Town of Plymouth shall be named as “Additional Insured.”**
 - b. **Automobile Liability** of at least one million dollars (\$1,000,000.00) Bodily Injury and Property Damage per accident. **The Town of Plymouth shall be named as “Additional Insured.”**
 - c. **Worker’s Compensation Insurance** as required by law.
 - d. **Property Coverage** for materials and supplies being transported by the Contractor as the Town’s Property Contract provides coverage for personal property within 1,000 feet of the premises.
 - e. **Umbrella Liability** of at least three million dollars (\$3,000,000.00) per occurrence, three million dollars (\$3,000,000.00) aggregate. **The Town of Plymouth shall be named as “Additional Insured.”**
3. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor’s insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun.
4. Such certificates shall not merely name the type of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by the Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of their officers or employees or for damage to their trucks or equipment arising out of work contemplated by this Contract.
5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney’s fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, its employees, agents, subcontractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, its employees, agents, subcontractors or materialmen, including damages caused by use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth’s gross negligence or willful misconduct.

D. SAFETY & HEALTH REGULATIONS

The successful bidder shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PS-91-596) and under §107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

The successful bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the work within the regulations of the Act.

This project is subject to the Safety and Health Regulations of the United States Department of Labor and Industries, Division of Industrial Safety “Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12).” Contractors shall know the requirements of these regulations.

The Contractor shall provide the following safety documents upon Contract award:

1. The Safety Acknowledgement Agreement Form (which will be issued with the Contract), and
2. The Company’s Health and Safety Manual.

For projects over one million dollars (\$1,000,000.00) the awarded Contractor shall submit a job specific Health and Safety Plan (HASP) to the Town’s Safety Compliance Officer for review, before commencing any portion of the work on site. The plan shall include the analysis of the significant hazards to life, limb, and property inherent in the performance of work, and plan for controlling these hazards.

The Contractor shall inform the permitting authority within **twenty-four (24) hours** if any accidents/incidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment that arises in connection with the work.

In any emergency affecting the safety of persons or property, the Contractor shall immediately act in the exercise of reasonable judgement to prevent threatened damage, injury or loss. The Contractor shall immediately notify the Town of such emergency.

Without limiting the Contractor’s responsibilities described in the Bid Documents, the Contractor shall take all reasonable precautions for the safety of, and the prevention of, injury or damage to all agents, employees and contractors on the project, and all other persons who may be affected thereby including the general public.

SPECIAL CONDITIONS

EQUIPMENT: The Contractor shall furnish equipment which will be effective, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the Bid Documents. If at any time such equipment appears to the Town to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, the Town may order the Contractor to increase the efficiency, change the character or increase the equipment, and the Contractor shall conform to such order. Failure of the Town to give such order shall in no way relieve the Contractor of their obligations to secure the quality of the work and rate of progress required.

WORK HOURS: Normal work hours will mean up to five (5) 8-hour days, Monday through Friday. In order to work hours not within this span for the Contractor's benefit, they shall request a written authorization to be approved by the Town. For work outside the normal day, work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment, but compensation shall be considered as having been included in the prices as stipulated for the appropriate items of work as listed in the bid.

APPROVAL OF MATERIALS: Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Town. No materials shall be delivered to the worksite without prior approval of the Town.

The Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the Town.

SUBSTITUTES OF APPROVED "OR EQUAL" ITEMS: Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Town if sufficient information is submitted by the Contractor to allow the Town to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the Town from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or requirement, the Contractor shall make a written application to the Town for acceptance thereof certifying that the proposed substitute will perform adequately similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for us in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Town for work on the project) to adapt the design to the proposed substitute and whether or not incorporation of use of the substitute in connection with the work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Town in evaluating

the proposed substitute. The Town may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Town if the Contractor submits sufficient information to allow the Town to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Town will be similar to that stated previously.

The town will be allowed a reasonable time within which to evaluate each proposed substitute. The Town will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Town's prior written acceptance which will be evidenced by either a change order or an approved Shop Drawing. The Town may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute. The Town will record time required by the Town and Town's consultants in evaluating substitutions proposed by the Contractor, and in making changes in the Contract Documents occasioned thereby. Whether or not the Town accepts a proposed substitute, the Contractor shall reimburse the Town for the charges of Town's consultants for evaluating each proposed substitute.

TEMPORARY UTILITIES: The Contractor shall make all arrangements for and furnish at their expense all water, electric, telephone or other utility required by them for construction purposes.

LOCATION OF ALL UTILITIES: The location of the existing utilities must be established and verified by the Contractor. The Contractor shall make arrangements with the appropriate utility companies to have all existing utilities marked along the course of this work by such means, as necessary. The Contractor shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed or protected as required. It shall be the Contractor's responsibility to notify the proper authorities or utility before interfering therewith.

SAFETY CONTROL: The Contractor shall provide and maintain all required safety equipment such as barricades, detour barriers and signs, lights, walkways, fences, and fire prevention equipment. If at any time before the commencement or during the progress of work, or any part of it, such methods and procedures as used appear to the Town as unsafe, insufficient or improper, the Town may order the Contractor to increase their safety of efficiency or to improve their character,, and the Contractor shall conform to such orders. Failure of the Town to give such an order to increase such safety, efficiency, adequacy or any improvements shall not release the Contractor from their obligation to secure the safe conduct and quality of work specified. Notwithstanding the foregoing, nothing herein obligates the Town to perform any review or inspection of any of the Contractor's methods or procedures.

OCCUPATIONAL SAFETY AND HEALTH ACT: The Contractor's particular attention is called to the rules and regulations included in Public Law 91-596, known as the "Occupational Safety and Health Act of 1970" (OSHA).

MAINTENANCE OF TRAFFIC: The Contractor shall be responsible for the maintenance of traffic with the maximum of safety and practicable convenience to such traffic during the life of the contract whether or not work thereon has been suspended temporarily. The work shall be carried on in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic.

The convenience of the general public and of the residents along and adjacent to the work shall be provided for in an adequate and satisfactory manner.

Portable barrier fences with appropriate signs shall be used for safety control in establishing traffic patterns (detours, etc.). These portable barrier fences shall meet the approval of the Director of Public Works or their designee, provided that any such approval or lack thereof shall not relieve the Contractor of their obligation to use appropriate barrier fences.

Roadways, driveways and foot paths closed to the traffic shall be protected by suitable barricades and warning signs, and the Contractor shall provide and maintain adequate lights and illumination. Therefore, they shall be held responsible for all damage to the work due to any failure of signs and barricades to protect the work properly from traffic, pedestrians, animal or other causes.

POLICE DETAIL: The Contractor shall coordinate with the Plymouth Police Department the number of traffic police required in either the appropriate traffic management plan (TMP) template (see MassDOT's website at www.mass.gov/lists/construction-details) or deemed necessary for the direction and control of traffic within the site.

The Contractor shall submit the requested and signed police detail schedule as called in and arranged directly with the Police Department on a weekly basis. Police details will be paid directly by the Contractor. The Contractor shall be responsible for scheduling and canceling police details if not needed. It is the Contractor's responsibility to cancel a detail(s) at a minimum of four (4) hours in advance of the start of the shift if conditions so warrant. Police details not cancelled in time shall be paid for by the Contractor.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS): The Contractor, at their own expense, shall care for, replace and restore to good condition, satisfactory to the Town, and public or private property (i.e. shrubs, hedges, trees, public or private ways, sewer drains, water or other pipes, catch basins, wires, buildings, fences, posts, poles, mailboxes, stone walls or other structures) negligently damaged by their work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations.

The Contractor shall also restore to original condition, or better, any lawn or other planted area interfered with, including fertilizing, loaming, and seeding as required, once again at the Contractor's expense.

Suitable materials, equipment and methods shall be used for such restoration.

BOUNDS AND PROPERTY MARKERS: All bounds and property markers disturbed in the course of the work shall be replaced by the Contractor at their expense.

The Contractor shall employ a registered land surveyor to reset all bounds and property markers.

TELEPHONE NUMBERS: The telephone numbers of the following Town of Plymouth Departments are:

POLICE	(508) 830-4220 (business)
FIRE	(508) 830-4213 (business)
HIGHWAY	(508) 830-4162, ext. 12101
WATER	(508) 830-4162, ext. 12136

ENGINEERING (508) 747-1620, ext. 10120

SEWER (508) 830-4159

PUBLIC WORKS (508) 830-4162, ext. 12105

Town Office Building Hours:	Monday, Wednesday, Thursday	7:30 a.m. to 4:00 p.m.
	Tuesday	7:30 a.m. to 6:30 p.m.
	Friday	7:30 a.m. to 12:00 p.m.

LEGAL REQUIREMENTS: The Contractor shall keep themselves fully informed of, and comply with, all laws, ordinances and regulations of the Federal, State and municipal governments which may be in force during the life of the contract, and in any manner affecting their employees or the conduct of work of materials used on said work.

PERSONAL SUPERVISION BY CONTRACTOR: The Contractor or their duly authorized and approved representative shall give personal attention to the fulfillment of the contract. The Contractor shall have on the worksite, at all times, a competent representative authorized to receive and execute any order of direction of the Town.

The representative should also accept any notices given to the Contractor under the provisions of the contract.

CLEANUP: During the course of the work, the Contractor shall keep the site of their operations in as clean and neat a condition as possible. They shall dispose of all residue resulting from the construction work on a daily basis and, at the conclusion of work, they shall remove and haul away structures and other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

SAMPLE AGREEMENT & ASSOCIATED DOCUMENTS

THIS AGREEMENT, made this (#) day of (MONTH), 2022, by and between the TOWN OF PLYMOUTH, with an office at 26 Court Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the “Owner”, and (CONTRACTOR NAME), with an office at (ADDRESS), hereinafter called the “Contractor”.

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the work required by the Contract Documents for the Water Street Sewer Interceptor Replacement, as described in attached Bid Documents 22147R.

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written “Notice to Proceed” from the Owner and shall bring the work to full completion on or before June 30, 2023.

Article 3. CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Contract Sum of (AMOUNT IN WORDS) (AMOUNT IN NUMBERS).

Article 4. CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein; the advertisements, Bid Documents, Contract Forms, Specifications, Drawings, Addenda and Change Orders issued after execution of the Contract.

Notwithstanding anything to the contrary in the Contract Documents, in the event of any conflict or inconsistency in and among the provisions of the Contract Documents, the provisions resulting in the greater quantity and better quality of goods and services and greater liability protection for the Town, as reasonably determined by the Town, shall control.

“NOTICE TO PROCEED” AND PRE-CONSTRUCTION CONFERENCE:

A written “Notice to Proceed” shall be issued to the Contractor after receipt of all required documents. No work shall be performed by the Contractor until they have received the “Notice to Proceed” from the Town.

Prior to start of the work, the Contractor, all subcontractors, the project manager, and the Owner shall attend a Pre-Construction Conference. The Conference will serve to acquaint the participants with the general plan of Contract administration; and requirements under which the construction operation is to proceed. The date, time and place of the Conference will be furnished to the Contractor by the project manager.

GENERAL CONDITIONS

1. Funding Source: This project is funded through a Town of Plymouth appropriation.
2. Contract Plans and Specifications: All plans, Specification and Addenda, hereinafter enumerated or referenced in this Contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The Table of Contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions of which they refer.
3. Additional Instructions and Detail Drawings: The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor and the Director of Public Works will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Director of Public Works in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.
4. Shop or Setting Drawings: The Contractor shall submit promptly to the Director of Public Works two (2) copies of each Shop or Setting Drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Director of Public Works or their designee and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Director of Public Works or their designee with two (2) corrected copies. If requested by the Director of Public Works or their designee, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Director of Public Works, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Director of Public Works in writing of any deviations at the time he furnishes such drawings.
5. Materials, Services and Facilities:
 - a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
 - b. Any work necessary to be performed after regular working hours, on Sunday or legal holidays, shall be performed without additional expense to the Owner.
6. Contractor's Title to Materials: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor

warrants that they have good title to all materials and supplies used by them in the work, free from all liens, claims or encumbrances.

7. Title to Work: The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner's name.
8. Inspection and Testing of Materials:
 - a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The Owner will pay for all laboratory or inspection service direct, and not as part of the Contract.
 - b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended.
9. Express Warranty: The Contractor guarantees to the Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. The Contractor also guarantees that all work will be done in a workmanlike manner, free of defects, and in conformance with any Specifications mentioned in this Contract.
10. Maintenance and Guarantee: The Contractor hereby guarantees that the entire work constructed by them under the Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by them. The Contractor hereby agrees to make, at their own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to them that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with the respect to any provisions of the Specifications. The Contractor also agrees to hold the Owner harmless from claims of any kin arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
11. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer's or vendor's trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, articles or equipment of other manufacturers and vendors will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Director of Public Works, of equal substance and function. It shall not be purchased or installed by the Contractor without the Director's written approval.
12. Surveys, Permits and Regulations: The Town will provide a baseline survey. The Contractor shall be responsible for all additional surveys/layouts necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

13. Contractor's Obligations: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications, and in accordance with the Plans and Drawings covered by this Contract, and any and all supplemental Plans and Drawings, and in accordance with the direction of the Director of Public Works as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the Director of Public Works and the Owner.

14. Weather Conditions: In the event of temporary suspension of work, or during inclement weather, or whenever the Director of Public Works shall direct, the Contractor will, and will cause their subcontractors to, carefully protect their work and materials against damage or injury from the weather. If, in the opinion of the Director of Public Works or their designee, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

15. Protection of Work and Property – Emergency: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with the Contract. They shall at all times safely guard and protect their own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or their duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Director of Public Works, in a diligent manner. The Contractor shall notify the Director of Public Works immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Director of Public Works.

16. Inspection: The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.
17. Reports, Records and Data: The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payroll reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under the Contract.
18. Superintendence by the Contractor: At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Director of Public Works, or designee, and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

19. Changes in Work: No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one (1) or a combination of the following methods:
- a. Unit bid prices previously approved
 - b. An agreed lumps um
 - c. The actual cost of:
 - i. Labor, including foremen
 - ii. Materials entering permanently into the work
 - iii. The ownership of rental cost of construction plant and equipment during the time of use on extra work
 - iv. Power and consumable supplies for the operation of power equipment
 - v. Insurance
 - vi. Wages to be paid.

To the cost under (c.) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

20. Time for Completion and Liquidated Damages: It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the “Notice to Proceed”.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this

Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extensions are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

- a. *Any preference, priority or allocation order duly issued by the government*
- b. *Unforeseeable cause beyond the control and without fault of negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather*
- c. *Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a.) and (b.) of this article.*

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars (\$500.00) per consecutive calendar day.

21. Correction of Work: All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Director of Public Works or their designee, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Director's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at their own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Director of Public Works, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Director shall be equitable.
22. Subsurface Conditions Found Different: Should the Contractor encounter subsurface and/or latent conditions in the site materially differing from those shown on the Plan or indicated in the Specifications, they shall immediately give notice to the Director of Public Works of such conditions before they are disturbed. The Director of Public Works will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, will at once make such changes in the Plans and/or Specification as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 19 of the General Conditions.
23. Right of the Owner to Terminate Contract: The Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination as outlined below:
 - a. Violation of any of the provisions of this Contract by the Contractor or any of their subcontractors

- b. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- c. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.

In the event if any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plants as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the Owner may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the Owner shall provide written notice of termination to the Contractor, and the Contractor shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the Owner shall pay the Contractor for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Contractor shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

24. Payments to the Contractor:

- a. Not later than the tenth (10th) day of each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of the Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; provided that the Contractor shall submit their estimate not later than the first (1st) day of the month; provided further that on completion and acceptance of each separate building, public work or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- b. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

25. Indemnification: The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner's officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, the Contractor shall exonerate, indemnify and

hold harmless the Owner with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

26. Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and liability to the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or their Sureties from any obligations under the Contract or the performance and payment bond.
27. Insurance: The Contractor shall not commence work under this Contract until they have obtained all the insurance required in the Invitation to Bid and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been so obtained and approved.
28. Flood Disaster Protection: The Owner of land subject to acquisition or improvement under this Contract, and their successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this Contract, such flood insurance as required with respect to financial assistance of acquisition or construction purposes under §102 (a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land, which is the subject of this Contract, is not itself funded out of assistance provided under the Housing and Community Development Act of 1974.
29. Contract Security: The Contractor shall furnish a payment bond in an amount not less than fifty percent (50%) of the Contract Price or in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with the Contract.
30. Assignments: The Contractor shall not assign or subcontract the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.
31. Authority of the Director of Public Works: The Director of Public Works or their designee shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the work. The Director or their designee shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under the Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Director's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and Specifications, the determination or decision of the Director shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Director or their designee shall decide the meaning and intent of any portion of the Specifications and of any Plans or Drawings where the same may be found obscure or be in dispute.

32. Notice and Service Thereof: Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or registered mail, to the said Contractor at their last given address, or delivered in person to the said Contractor or their authorized representative on the work.
33. Subcontract: The Contractor will insert in any subcontracts the Federal Labor Standards Provisions and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
34. Interest of Member of or Delegate to Congress: No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit what may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
35. Other Prohibited Interest: No official of the Town of Plymouth who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of this project shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.
36. Suspension of Work: Notwithstanding anything to the contrary in the Contract and related documents:

Should the work be delayed in any manner, for any reason, and by whomever caused, including but not limited to, due to the lack or delay of funding, and/or should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by any reason, including the absence of sufficient funds to complete the work, or as a result of any litigation or any other reason whether within or beyond the control of the Owner, the Contract shall not be entitles to any additional compensation or any other damages on account of any such delays, and shall not make or assert claim for such compensation or damages, whether such claims are titled, claims for delay damages, out of sequence work, acceleration of the work, hindrance, or otherwise; but time for completion of the work will be extended to such reasonable time as the Town may determine will compensate for time lost by such delay with such determination to be set forth in writing, and this shall be the Contractor's sole remedy on account of any delay.

37. Access to Records: The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the

Contract and such other records as may be deemed necessary by the Town to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for three (3) years after final MSCP audit.

38. Age Discrimination Act of 1975: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal Financial Assistance.

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

39. Non-Discrimination: The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulation issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; §109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; the Age Discrimination Act of 1975 (42 USC 6101 et seq.); §402 of the Veterans of the Vietnam Era Act; §504 of the Rehabilitation Act of 1973 (29 USC 794); Massachusetts General Laws c.151B §1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116, 143 and 227, and EOCD regulation, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979; and EOCD guidelines, procedures, or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Contracts are subject to Federal Executive Order 11246, as amended, shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Contractor shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advertising the said labor union or worker's representatives of the Contractor's commitment under this subsection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of noncompliance by the Contractor with the non-discrimination clauses of this Contract or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or Federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations or orders of the Secretary of Labor, as otherwise provided by law.

The Contractor shall include the provisions set forth herein in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to §204 of Executive Order 11245, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as HUD or EOCD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

40. Non-Federal Labor-Standards Provisions: The following Non-Federal Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or subcontractor from the pertinent requirements of any corresponding Federal Labor-Standard Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.
41. Schedule of Salaries and Wages: The minimum wage rates and health and welfare contributions applicable to this Contract as determined by the Commonwealth of Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards under the provisions of M.G.L. c.149 §26-27H, inclusive as amended are attached hereto and incorporated herein. The greater of Federal or State prevailing wages, when both are applicable, shall be paid under this Contract and reported as required.
42. Massachusetts Labor Provisions:
 - a. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment, who are male veterans as defined in M.G.L. c.4 §7

- 43rd Clause, and who are qualified to perform the work to which the employment relates; and secondly to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with M.G.L. c.149 §26.
- b. The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set for in the schedule of rates of wages determined by the Massachusetts Department of Labor Standards.
 - c. In accordance with M.G.L. c.149 §34A, the Contractor shall, before commencing performance of the Contract, provide insurance for the payment of compensation and the furnishing of other benefits under c.152 to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the terms of the Contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of M.G.L. c.149 §34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than One Hundred Dollars (\$100.00) or by imprisonment for six (6) months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two (2) years from the date of conviction of said violation.
 - d. The Contractor shall pay to any reserve police officer employed by them the prevailing rate of wage paid to regular police officers, as required by M.G.L. c.149 §34B.
43. Interest of Contractor and Employees: The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degrees with the performance of their services hereunder. The Contractor further covenants that in the performance of the Contract, no person having any such interest shall be employed. Further, the Contractor shall adhere to the provisions of the Hatch Act (5 USC 1501 et seq.), which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by Federal funds.
44. Severability: If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.
45. Confidentiality: The Contractor will protect the privacy of, and respect the confidentiality of, information provided by program participants, consistent with applicable Federal and State regulations, including M.G.L. c.66 §10, regarding access to public records.

THE SIGNATURE PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of designers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies for General Liability, Automobile Liability, Workers' Compensation Insurance, and Umbrella Liability shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advance notice by registered mail to OWNER.

SAMPLE – DO NOT SIGN

SAMPLE – DO NOT FILL IN

Authorized Representative Signature
(Include Evidence of Authorization)

Address

**TOWN OF PLYMOUTH
CONTRACTOR SAFETY ACKNOWLEDGEMENT FORM**

Contractor Company Name: SAMPLE – DO NOT FILL IN
Bid Number / Assigned Work:
Location(s):

Please initial each item:

- _____ 1. Contractor, subcontractor, and any/all laborer(s) have been trained in the general safe work practices applicable to their trade.
- _____ 2. Any Contractor personal or property accidents or cases of job-related injuries/illnesses must be immediately reported to the Safety Compliance Officer.
- _____ 3. Contractors shall know the location of the nearest fire extinguisher, pull station alarm and first aid equipment.
- _____ 4. Contractor work will be periodically monitored by management to ensure adherence to Town of Plymouth work requirements.
- _____ 5. Depending on the nature of the Contractor’s activities, the following permits must be issued prior to beginning work: Confined Space Entry Permit, Hot Work Permit, Roof-Top/Ceiling Permit and/or Excavation/Trenching.

All Contractors are required to sign, in agreement that they have received the Contractor Safety Acknowledgement and Agreement Form and have read and fully understand its contents. This form must be returned to Procurement, to be forwarded to the Safety Compliance Officer, and will be kept on file.

The undersigned Contractor represents and warrant that they shall comply with all applicable Federal, State and local laws, regulations and rules while engaged to perform services for the Town of Plymouth, Massachusetts. Any Contractors who violate these rules may be precluded from conducting work for the Town. The Contractor is also responsible for ensuring that all employees and subcontractors comply with the Town of Plymouth’s safe work practices.

Contractor/Subcontractor

<u>SAMPLE</u> Print Name	<u>SAMPLE</u> Signature	_____ Date
-----------------------------	----------------------------	---------------

Safety Compliance Officer or Designee

<u>SAMPLE</u> Print Name	<u>SAMPLE</u> Signature	_____ Date
-----------------------------	----------------------------	---------------

All injuries/incidents must be reported to the Safety Compliance Officer, Michelle Newell, at (508) 747-1620, ext. 10123.

ATTACHMENT 1

TECHNICAL SPECIFICATIONS

ATTACHMENT 2

DRAWINGS

ATTACHMENT 3

MASSACHUSETTS PREVAILING WAGE RATES

APPENDIX A

SELECTION OF MASSACHUSETTS GENERAL LAWS

APPENDIX B

ORDER OF CONDITIONS – TOWN OF PLYMOUTH

APPENDIX C

BORING LOGS AND SOIL TEST RESULTS

APPENDIX D

USACE SELF VERIFICATION FORM

APPENDIX E

ASBESTOS CEMENT FORMS AND REGULATIONS

APPENDIX F

WETLAND DELINEATION REPORT

APPENDIX G

MASSACHUSETTS COVID-19 GUIDELINES

APPENDIX H

CHAPTER 91 LICENSE

APPENDIX I

DAVIS-BACON WAGE RATES

APPENDIX J

***AMERICAN RESCUE PLAN ACT (ARPA) BIDDER CERTIFICATIONS;
NOTICE OF CONTRACTUAL PROVISION***

BID FORMS

NAME OF BIDDER

Bids must be submitted on this form and the following table. Bids submitted on any other form will not be considered valid. Please return this form and associated documents to:

Town of Plymouth
ATTN: Procurement
26 Court Street
Plymouth, MA 02360

Bids must be received by 10:00 a.m., Thursday, June 2, 2022. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include delivery charges unless otherwise specified. All offers are subject to the Invitation for Bids 22147R. Please note the Bid Number on the outside of your submission.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform herein described work for the prices offered opposite each item, and that said prices will be good for the period of one (1) year.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES:

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the Contract for work, which is proposed.

Bidder has carefully read and examined all the documents herein referred to, and know and understands the terms and provisions therein. Bidder has satisfied themselves by personal examination of the site, and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, and the difficulties attendant upon its execution.

Bidder agrees that if this bid is accepted, they will contract with the Owner, as provided for in the Bid Documents, and that they will perform all the work, furnish all the material and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies, and all other things required by the documents in the manner and within the time therein prescribed and according to the requirements of the Owner as therein set forth, and that they will take in full payment therefore, the lump sum applicable to the project as offered below.

Bidder understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished

only for their information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other Contract Documents, and agrees that the Bidder shall not use or be entitled to any such information made available to them through the Contract Documents or otherwise, or obtained by them in their own examination of the site, as a basis of or ground for any claim against the Owner or Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by them and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefor in this bid.

The foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount not less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor Standards. The undersigned bidder agrees to indemnify the Owner for, from and against any loss, expense, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United State Occupation Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that they will comply fully with all laws and regulation applicable to awards made subject to M.G.L. c.149 §44A.

Bidder agrees that they will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)". The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract, and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

Bidder will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions are required under these Contract provisions. The Contractor receiving the award of the Contract shall incorporate the EEO/AA provisions of this Contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is 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.

Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with M.G.L. c.62C §49A.

Bidder is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of M.G.L. c.29 §29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

WATER STREET SEWER INTERCEPTOR REPLACEMENT, AS SPECIFIED. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, SERVICES, PLANT, MACHINERY, APPARATUS, APPLIANCES, TOOLS, SUPPLIES AND ALL OTHER REQUIREMENTS NECESSARY TO COMPLETE ALL WORK AS SPECIFIED AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

QUANTITIES LISTED ARE ESTIMATES ONLY AND NOT GUARANTEED TO APPROXIMATE THE ACTUAL AMOUNTS TO BE USED. A UNIT PRICE SHALL BE ENTERED FOR EACH ITEM TO BE CONSIDERED A RESPONSIVE BID.

Item #	Item Description and Unit Price	Units	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization (No more than 5% of Base Bid)				
	_____ Dollars and _____ Cents	Lump Sum	1	\$	\$
2	Preconstruction Video and Photographs				
	_____ Dollars and _____ Cents	Lump Sum	1	\$	\$
3	Clean and CCTV Inspect Existing 30” RCP Sewer Interceptor				
	_____ Dollars and _____ Cents	Linear Foot	1450	\$	\$
4	Cut and Cap Existing 30” RCP Sewer Interceptor				
	_____ Dollars and _____ Cents	Each	2	\$	\$

Item #	Item Description and Unit Price	Units	Estimated Quantity	Unit Price	Total
5a	Remove and Legally Dispose of Existing 24" RCP Sewer Main _____ Dollars and _____ Cents	Linear Foot	10	\$	\$
5b	Remove and Legally Dispose of Existing 15" VC Sewer Main _____ Dollars and _____ Cents	Linear Foot	1,100	\$	\$
5c	Remove and Legally Dispose of Existing 8" PVC Sewer Main _____ Dollars and _____ Cents	Linear Foot	420	\$	\$
6a	Furnish and Install 30" SDR26 PVC Pipe and Fittings via Open Cut _____ Dollars and _____ Cents	Linear Foot	1,300	\$	\$
6b	Furnish and Install 24" SDR26 PVC Pipe and Fittings via Open Cut _____ Dollars and _____ Cents	Linear Foot	20	\$	\$
6c	Furnish and Install 12" SDR26 PVC Pipe and Fittings via Open Cut _____ Dollars and _____ Cents	Linear Foot	70	\$	\$
6d	Furnish and Install 8" SDR26 PVC Pipe and Fittings via Open Cut _____ Dollars and _____ Cents	Linear Foot	90	\$	\$
7	Remove and Legally Dispose of Existing Interceptor Manhole Frame, Cover, and Concentric Top Section _____ Dollars and _____ Cents	Each	4	\$	\$

Item #	Item Description and Unit Price	Units	Estimated Quantity	Unit Price	Total
8	Plug, Flow Fill, and Abandon Existing Interceptor Manholes _____ Dollars and _____ Cents	Each	4	\$	\$
9	6" C900 PVC Gravity Sewer Chimney and 6" SDR26 PVC Gravity Sewer Service and Cleanout _____ Dollars and _____ Cents	Each	12	\$	\$
10	Furnish and Install 5' Diameter Precast Gravity Sewer Manholes _____ Dollars and _____ Cents	Each	6	\$	\$
11	Gravity Sewer Manhole Frame and Cover _____ Dollars and _____ Cents	Each	6	\$	\$
12	Impervious Clay Dam _____ Dollars and _____ Cents	Each	6	\$	\$
13a	Removal and Disposal of Unforeseen Asbestos <u>Fifty Thousand Dollars and Zero Cents</u> _____ Dollars and _____ Cents	Allow	1	\$50,000.00	\$50,000.00
13b	Removal and Disposal of Other Hazardous Materials <u>Fifty Thousand Dollars and Zero Cents</u> _____ Dollars and _____ Cents	Allow	1	\$50,000.00	\$50,000.00
13c	Soil Management Plans _____ Dollars and _____ Cents	Lump Sum	1	\$	\$
14a	Exploratory Excavation (Test Pit) _____ Dollars and _____ Cents	Cubic Yard	260	\$	\$

Item #	Item Description and Unit Price	Units	Estimated Quantity	Unit Price	Total
14b	Rock Excavation				
	_____ Dollars and _____ Cents	Cubic Yard	50	\$	\$
15a	12" Processed Gravel Subbase				
	_____ Dollars and _____ Cents	Square Yard	1,500	\$	\$
15b	7" Permanent Trench Pavement				
	_____ Dollars and _____ Cents	Square Yard	1,900	\$	\$
15c	1.5" Mill and Overlay				
	_____ Dollars and _____ Cents	Square Yard	9,000	\$	\$
16a	Remove and Reset Brick Sidewalk				
	_____ Dollars and _____ Cents	Square Yard	20	\$	\$
16b	Remove and Reset Granite Curb				
	_____ Dollars and _____ Cents	Linear Foot	70	\$	\$
16c	Remove and Replace Concrete Sidewalk				
	_____ Dollars and _____ Cents	Square Yard	50	\$	\$
17	Uniformed Police Detail				
	<u>Two Hundred Thousand Dollars and Zero Cents</u> _____ Dollars and _____ Cents	Allow	1	\$200,000.00	\$200,000.00
18	Traffic Management and Controls				
	_____ Dollars and _____ Cents	Lump Sum	1	\$	\$
19	Utility Support and Coordination				
	<u>One Hundred Thousand Dollars and Zero Cents</u> _____ Dollars and _____ Cents	Allow	1	\$100,000.00	\$100,000.00

Item #	Item Description and Unit Price	Units	Estimated Quantity	Unit Price	Total
20a	12” Diameter Filter Sock				
	Dollars and Cents	Linear Foot	1,500	\$	\$
20b	Silt Sacks				
	Dollars and Cents	Each	40	\$	\$
21	Dewatering and Discharge				
	Dollars and Cents	Lump Sum	1	\$	\$
22	Geotechnical Instrumentation and Monitoring				
	Dollars and Cents	Lump Sum	1	\$	\$
23	Miscellaneous Work and Cleanup				
	Dollars and Cents	Lump Sum	1	\$	\$
TOTAL FOR BASE BID – ITEMS 1 TO 23				\$	

TOTAL BASE BID

Total Amount of Base Bid (**Basis of Award**) (Items 1 through 23 inclusive)

\$ _____
 (Amount in Figures)

 (Amount in Words)

NOTE:

- The estimated quantities for unit price pay items are approximate only and are included solely for the purpose of comparison of bids. The quantities are based on estimates of the

work to be performed during the term on the Contract; however, the Owner does not expressly or by implication agree or warrant that the actual amount of work will correspond with such estimates and the Owner reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit, which unit prices shall be used for increase and decreases (credits) for adjustments in the quantity of work required.

- All prices, except item totals, shall be state both in words and figures. Discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- All structural works should be priced for being installed with appropriate finishing works. Shop Drawings may be required for any additional design work.
- The successful bidder shall submit for review by the Owner, documentation to establish a “direct labor mark-up” for change orders which may be executed.
- The Owner reserves the right to withhold the fair market value for work not completed, in addition to the retainage on work completed as described in the Bid Documents.
- Unbalanced bid items will specifically be subject to review and to this potential withholding from periodic payment applications.

THE FOLLOWING ITEMS ARE TO BE SUBMITTED WITH THE BID:

- This completed and signed Bid Form
- Bid Security (5%)
- Delegation of Authority Form
- Certificate of Non-Collusion
- Certificate of OSHA Training
- Certificate of Tax Compliance
- Five (5) references for similar projects within the past five (5) years in the Commonwealth of Massachusetts

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____.

*To be filled in by bidder if addenda are issued.

PLEASE NOT ANY EXCEPTIONS OF SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

COUNTY _____

STATE OF INCORPORATION _____

PHONE _____

EMAIL _____

TAX I.D. NUMBER _____

AUTHORIZED SIGNATURE _____

Printed Name and Title _____

Date Offered _____

DELEGATION OF AUTHORITY

To be completed if this business is a Corporation.

At a meeting of the Board of Directors of _____ duly called and
(Name of Corporation)
held on _____ at which a quorum was present, and acting throughout, the
(Date)

Following vote was duly adopted: VOTED: That _____ the
(Name of Individual)
_____ of the Corporation, hereby is authorized to affix the Corporate
(Title)

Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as _____ of _____
(Title) (Name of Corporation)
and not otherwise.

ATTEST: _____ DATE: _____

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

(Name of business)

CERTIFICATE OF OSHA TRAINING

In accordance with M.G. L. C.30, S.39S: The undersigned hereby certifies that all employees of

_____ (*Name of Company*) to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employees begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and that all employees to be employed in the work subject to this bid 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.

(Authorized Signature)

(Title)

(Date)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for _____,
do hereby certify under the pains and penalties of perjury that said contractor has complied with
all laws of the Commonwealth of Massachusetts relating to taxes.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title _____

Date _____

REFERENCES OF BIDDER

By signing this page, the bidder certifies that they meet the minimum qualifications specified in the Bid Documents.

Signed:

Signature of Authorized Representative

Title

Date

Please provide the requested reference information on the following pages:

Project Name: _____
Project Location: _____
Contract Amount: \$_____ Completion Date: _____
Owner: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____ Completion Date: _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____ Completion Date: _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____ Completion Date: _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$_____ Completion Date: _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____