

Quequechan River Rail Trail

Phase 4A

IFB #: 25-09



Paul E. Coogan, Mayor

Daniel N. Aguiar, Director of Engineering and Planning

Release Date: August 14, 2024

Questions Due: September 6, 2024

Submission Deadline: September 12, 2024

Deliver To:

City of Fall River
Purchasing Department
1 Government Center
Room 324
Fall River, MA 02722

Invitation for Bid Documents

Copies of the solicitation may be obtained from the Purchasing Department on and after August 14, 2024, Monday through Thursday 8:00 AM to 4:00 PM and Fridays 8:00 AM to 3:00 PM.

All Responses must be sealed and delivered to:

City of Fall River
Purchasing Department
1 Government Center
Room 324
Fall River, MA 02722

It is the sole responsibility of the offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.

Bid Format

Submit one (1) original sealed bid package; it must be clearly marked with the solicitation title and number.

BIDS SUBMITTED MUST BE AN ORIGINAL

The completion of the following forms is necessary for consideration of a potential contract award. When Submitting bid documents please retain the order of documents provided below:

1. Form for General Bid
2. Unit Price Form
3. Certificate of Non-Collusion
4. Certificate of Signature Authority
5. Certificate of Tax Compliance
6. State/Federal Award Verification Form
7. Reference Form
8. Vendor Payment Information Form
9. IRS Form W-9
10. Vendor Certification Form
11. Conflict of Interest Form
12. Certification Regarding Lobbying & Disclosure of Lobbying Activities Form
13. Prevailing Wages State of Compliance Form
14. OSHA Form
15. 5% Bid Deposit

If all required documents are not present, the bid may be deemed non-responsive and may result in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in MGL Chapter 30B.

A complete bid must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for the contract's entirety, if awarded. **An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.**

The Offeror's authorized representative must sign all bid forms.

Bid Schedule

IFB Issued	August 14, 2024
Deadline for Submitting Questions to IFB	September 6, 2024
Bids Due	September 12, 2024
Anticipated Contract Award Date	September 30, 2024
Est. Contract Commencement Date	October 1, 2024
Est. Contract Completion Date	October 1, 2025

Responses must be delivered by September 12, 2024 by 2:00 PM EST to:

City of Fall River
Purchasing Department
Room 324
1 Government Center
Fall River, MA 02722

Submission Instructions

Please submit **one sealed bid package** with the following contents and marked in the following manner:

Envelope 1: Sealed Bid: Shall include one (1) original, three (3) copies, and one (1) electronic copy. *Electronic copies are to be submitted on a USB thumb drive and are to be saved in PDF Format.*

Mark envelope: IFB #25-09 Quequechan River Rail Trail Phase 4A

Please send complete sealed package to the attention of:

City of Fall River
Purchasing Department
1 Government Center
Room 324
Fall River, MA 02722

Formatting

Responses shall be prepared on standard 8.5 x 11-inch paper and shall be in a legible font size (12). All pages of each response shall be appropriately numbered. *Elaborate format and binding are neither necessary nor desirable.*

References

The Offeror shall list at least three relevant references which the City may contact. The City of Fall River reserves the right to be included as a reference. References shall include the following information:

- The name, address, telephone number, and email address of each client are listed.
- A description of the work performed under each contract.
- The amount of the contract.
- A description of the nature of the relationship between Offeror and the customer.
- The dates of performance.
- The volume of work performed.

Questions

Questions are due: September 6, 2024, by 2:00 PM EST

Questions concerning this solicitation must be delivered by email to: purchasing@fallriverma.gov or in writing to:

City of Fall River
Purchasing Department
1 Government Center
Room 324
Fall River, MA 02722

Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on City's website for any updates, addenda, etc. regarding that specific solicitation.

Any bidders that may contact City personnel outside of the Procurement & Contracting Services Department regarding this bid may be disqualified.

General Terms

Estimated Quantities

The City of Fall River has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by them personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by clerk/ secretary of the corporation (& with corporate seal).

Time for Bid Acceptance and City Contract Requirements

The contract will be awarded within 30 days after the bid has opened. The time for award may be extended up to 45 additional days by mutual agreement between the City of Fall River and the Offeror that is most advantageous and responsible. The Offeror's submission shall remain valid for 30 days from the response deadline, until it is formally withdrawn, a contract is executed, or this solicitation is canceled. The Offeror will be required to sign a standard City contract per the City's general terms.

Holidays:

New Years Day	Juneteenth	Thanksgiving Day
Martin Luther King Day	Independence Day	Thanksgiving Friday
Presidents' Day	Labor Day	Christmas Eve
Patriots' Day	Columbus Day	Christmas
Memorial Day	Veterans' Day	New Year's Eve

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal workdays, or if the Offeror is required to work at such times, the Offeror shall reimburse the City for any additional expense occasioned by the City, thereby, such as, but not limited to, overtime pay for City employees, utilities services, etc.

UNLESS otherwise specified in these provisions, service will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following workday, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Purchasing Department is closed due to uncontrolled events such as fire, ice, wind, or building evacuation, the bid due date will be postponed until 2:00 PM EST on the next normal business day. Bids will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes and Addenda

If any changes are made to this solicitation an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Fall River prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clear on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clear on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/ Reject Bids

The City of Fall River may cancel this solicitation or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City of Fall River reserves the right to reject unbalanced, front loaded, and conditional bids.

Brand Name "or Equal"

Any references to any brand name or propriety product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Project Schedule

Bidders are instructed to note the firmness of the dates of: Substantial Completion and Final Completion. For the purpose of meeting these deadlines, the City may be prepared to authorize extended work hours beyond those prescribed by City ordinance, to include work on Sundays with prior written permission of the City.

Contractor submission of all paperwork required for the Construction Contract, including but not limited to insurance certificates, performance and payment bonds, a certificate of good standing from the Secretary of Corporations, and signature pages shall be submitted to the Purchasing Department no later than five (5) working days from award of the contract.

The successful bidder shall be required to submit a preliminary construction schedule within 10 days of the established date of award of the Contract and more detailed Gantt-type construction schedule within 15 days of the established award of contract, which shows the dates of substantial and final completion.

Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

Permit Fees (Contractor responsible for obtaining permits/City of Fall River permit fees waived)

Permits to obstruct or excavate the public streets and/ or sidewalks; ISD building code permits; traffic and parking permit fees; are the responsibility of the Contractor. License fees are not waived by the City of Fall River. The Contractor shall pay all license fees (e.g., drain layer's license fee).

The City of Fall River Traffic and Parking Department must be contacted directly for all required permits. The vendor must also provide the City of Fall River Traffic and Parking Division with a traffic management plan prior to the start of all work.

If water usage is required in the commitment of this project, the Contractor needs to contact the Fall River Water Department and make arrangements for a water meter. There will be a charge for the water meter and the water usage.

Permits to excavate the public way cannot be issued until the applicant has notified the appropriate utility companies, as required by M.G.L. Chapter 370 of the Acts of 1963. The applicant must either: 1) obtain in writing receipts from the affected utilities and provide copies of the same to the owner; or 2) utilize the Dig-Safe System for the required notification and submit written notifications for those utilities not participating in the Dig-Safe System. Written notifications must state that the utility companies have been notified and the contractor is cleared to begin work. The Contractor shall at the same time file a copy of said notice with the Fall River Project Manager.

The contractor shall have all utilities marked out along the course of this work by such means as the Engineer shall approve and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the contractor's responsibility to notify utilities at least 48 hours prior to the start of excavation.

Schedule of Values

Bidders do NOT need to include a Schedule of Values with their bid package. The successful bidder will be required to submit a refined and detailed schedule of values for review and approval by the design professional prior to signing the construction contract.

5% Bid Guaranty

All bids shall be accompanied by a bid bond or bank certified check or bank treasurer's check in the amount of 5% of the bid price, which shall become the property of the City of Fall River if the bid is accepted and the bidder neglects or refuses to comply with the terms of the bid.

Prevailing Wage Rate Requirements

The contractor shall pay Mass. Prevailing Wage Rates. The applicable prevailing wage rates are attached as part of this bid package and will be included in the resulting contract. Notwithstanding anything contrary, the City may, in its sole discretion, withhold payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. A signed Compliance Form must be included with the bid package (form included).

Reservation of Rights

The City reserves the right to extend the deadline for submission of bids, to waive minor informalities, and to reject any and all bids, if in its sole judgement, the best interests of the City of Fall River would be served by doing so.

Place of Performance

All services, delivery, and other required support shall be conducted in Fall River and other locations designated by the Planning Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Fall River, One Government Center, Room 534, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees always present professional work attire. The authorized contracting body of the City may, at their sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such a rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of any employee.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated, or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Rule for Award/Project Information

Rule for Award

The contract shall be awarded to the responsible and eligible bidder submitting the lowest total price. The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

Background

Project Information

Managing City Department:	Department of Engineering and Planning
Project Manager:	Daniel N. Aguiar
Project Manager Title:	Director of Engineering and Planning
Project Manager Email:	daguiar@fallriverma.gov
Brief Project Description:	<p>The work of this Contract is in the City of Fall River. The Quequechan River Rail Trail, Phase 4A, spans approximately 800 feet and runs along the east bank of the Quequechan River, connecting Quequechan Street to Father Travassos Park. Development of the Quequechan River Rail Trail, Phase 4A as a shared-use path has been ongoing over the past several years. The goal of this project is to connect the main route of the Quequechan River Rail Trail (Phases 2/3) to Father Travassos Park.</p> <p>For additional project specific requirements, refer to Section 01010 Summary of Work.</p>
Project Address:	0 Alden St., 69 Alden St., 69R Alden St., & 420 Quequechan St.
Estimated Project Cost:	\$834,288.09

Project Schedule

Anticipated Contract Award	September 30, 2024
Est. Contract Commencement Date	October 1, 2024
Est. Contract Completion Date	October 1, 2025
Governing Bid Law	MGL 30.39M (Horizontal Construction)
Wage Requirements	State Prevailing Wages
Payment Bond Requirements	50%
Performance Bond Requirements	No Performance Bond Required.

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN CONFORMANCE WITH THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, 2024 EDITION, AS AMENDED, THE 2017 CONSTRUCTION STANDARD DETAILS, THE 1996 CONSTRUCTION AND TRAFFIC STANDARD DETAILS (AS RELATES TO TRAFFIC STANDARD DETAILS ONLY), THE 2023 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AND THESE SPECIAL PROVISIONS.

SCOPE OF WORK

For project specific requirements, refer to Section 01010 Summary of Work.

Property Owner:

City of Fall River, Massachusetts

All correspondence should be directed to:

Department of Engineering and Planning
Daniel N. Aguiar, Director of Engineering and Planning
daquiar@fallriverma.gov
One Government Center
Room 534
Fall River, MA 02722

Time for Completion and Sequence of Work

The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed by October 1, 2025.

The Contractor shall employ sufficient equipment and workmen to complete the installation as expeditiously as possible as directed by the Project Manager or their designee. If, in the opinion of the Owner the progress of the work of the Contractor does not, at any time, clearly demonstrate that completion of the installation will meet with the approval of the Owner, the Owner reserves the right to require the Contractor to employ such additional equipment and workmen as required, and to work overtime hours to assure completion dates, all without additional cost to the Owner.

No night, Saturday, Sunday, or holiday work requiring the presence of an Engineer will be permitted except in case of an emergency, and then only to such extent as is necessary, with the approval of the Owner or the Engineer, and allowable by City Ordinance.

For additional project specific requirements, refer to Section 01310 Construction Schedule

Responsibility for Damage Claims

The Contractor shall indemnify, defend, and save harmless the City of Fall River and all of its offices, agents, and employees against all suits, claims, or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Contract or failure to comply with the terms and conditions of said Contract, whether the Contractor or their employees or Subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract.

The Contractor will be responsible for all claims for damage to underground structures such as, but not restricted to, water or gas mains, pipes, conduits, manholes, or catch basins, due to their operation or operation of any such their Subcontractors.

For additional project specific requirements, refer to Section 01046 Control of Work.

Cooperation by Contractor (Supplementing Subsection 5.05)

Attention is directed to the provisions relating to rights of public corporations and municipal departments to enter the site of the improvement and alter, replace, and/or install facilities at such times when the Contractor will be prosecuting other required work contiguous thereto.

For additional project specific requirements, refer to Section 01046 Control of Work.

Work by Others and Cooperation by Contractor (Supplementing Subsection 5.06)

The Contractor shall be fully responsible for arranging and coordinating their work with work that is to be performed by others. This coordination and phasing shall be submitted to the Project Manager or their designee for approval.

Work required on all private utilities, made necessary by the construction of this project, will be accomplished by the representative utility companies.

For additional project specific requirements, refer to Section 01046 Control of Work.

Inspection of Work (Supplementing Subsection 5.09)

The Contractor is advised that the Fall River Project Manager shall be provided with a schedule of operations and will at various times during the construction of the project be on-site to inspect procedures and give directions. For the purposes of observing work that affects their representative properties, inspectors from all public agencies and utility companies shall be permitted to access the work, but all official orders and directives to the Contractor shall be issued by the Fall River Project Manager or their duly authorized agent.

For additional project specific requirements, refer to Section 01046 Control of Work.

Protection of Underground Facilities

The Contractor's attention is directed to the necessity of making their own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure. Operation of all existing water system valves shall be by the City of Fall River or their authorized representatives.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

For additional project specific requirements, refer to Section 01530 Safety and Protection of Property and Section 01500 Construction Facilities.

Deliver and Storage of Materials (Supplementing Subsection 6.03)

Equipment and materials to be used in the work under this Contract shall be delivered sufficiently in advance of their proposed use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for the work.

The Contractor shall so schedule their work to avoid delays due to late delivery of any materials. The Contractor shall have no basis of claims for delays resulting from their failure to order materials in a timely fashion.

For additional project specific requirements, refer to Section 01600 Control of Materials.

Provision for Travel and Prosecution of Work (Supplementing Subsections 7.09, 7.10, and 8.03)

The Contractor shall prepare and submit to the Engineer a Schedule of Operations as provided in Section 8.02. The work schedule shall include a plan of the construction procedures and the safety measures that will be used during the prosecution of work as set forth in Section 850 of the Standard Specifications. No work shall be started until the Engineer's approval of the schedule is received.

The Contractor shall also be responsible for notifying the City of Fall River, in writing, at least two weeks in advance of commencement of work.

For additional project specific requirements, refer to Section 01046 Control of Work.

METHOD OR SEQUENCE OF CONSTRUCTION

The Contractor shall obtain approval for their proposed method or sequence of construction, including procedures for maintaining traffic, from the City Engineer or their duly authorized agent, prior to performing the work.

For additional project specific requirements, refer to Section 01046 Control of Work, Section 01050 Field Engineering, and Section 01400 Quality Control Testing.

WORK SCHEDULE

Work on this project is restricted to a normal 8-hour day, 5-day week, with the Prime Contractor and all Subcontractors working on the same shift, except for emergency work required to maintain safety standards or unless specifically approved by the Engineer.

No work shall be done on this Contract on Saturdays, Sundays, or Holidays without prior written approval of the Engineer.

For additional project specific requirements, refer to Section 01310 Construction Schedule.

PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all required personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the City.

For additional project specific requirements, refer to Section 01390 Health and Safety.

OSHA REQUIREMENTS

The work to be performed under this Contract by the General Contractor and all subcontractors is to be performed in compliance with the Occupational Safety and Health Act of 1970, including any and all amendments thereto.

For additional project specific requirements, refer to Section 01390 Health and Safety.

PRECAUTIONS UNDER ELECTRIC LINES

The bidder's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "... the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 KV or below, and greater distances for high voltage ...".

For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

For additional project specific requirements, refer to Section 01390 Health and Safety.

OVERLOADED TRUCKS

MATERIALS DELIVERED TO THE PROJECT IN MOTOR VEHICLES OR SEMI-TRAILER UNITS THAT EXCEED THE LEGAL MAXIMUM GROSS WEIGHT ALLOWED FOR THE PARTICULAR CLASS AS SPECIFIED IN SECTION 19A OF CHAPTER 90 OF THE GENERAL LAWS OF MASSACHUSETTS WILL NOT BE ACCEPTED.

THE PROVISIONS OF SUB-SECTION 7.03 OF THE STANDARD SPECIFICATIONS SHALL STILL APPLY

PUBLIC SAFETY AND CONVENIENCE (Supplementing Subsection 7.09)

Trenches shall not be excavated in traveled ways until all materials and equipment required for such work are at the site and available for immediate use. When work is not in progress, trenches in areas subject to public travel shall be covered with steel plates capable of safely sustaining a 36.5-ton truckload with impact without additional compensation. The work in each trench shall be practically continuous, with the placing of pipe, backfilling, and paving of the roadway surfaces closely following each preceding operation. Payment for steel plates will be included under the unit bid price per foot for the respective pipe or conduit item, regardless of width of trench.

The Contractor shall take every measure required for the protection of personnel and property.

The Contractor shall at all times, until written acceptance of the physical work by the Owner, be responsible for the protection of the work and shall take all precautions to prevent injuries to persons or damage to property on or about the project.

For additional project specific requirements, refer to Section 01570 Construction Safety Zone.

BARRICADES AND WARNING SIGNS (Supplementing Subsection 7.10)

All automotive equipment not protected by traffic cones or flares that is working on the project in areas open to traffic shall have one amber flashing or strobe warning light mounted on the cab roof or on the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working or traveling in the project work area at a speed less than 25

M.P.H. Flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a light source of 32 minimum candlepower and a flashing frequency of 50-60 times per minute. All personnel who are working in areas open to traffic shall wear MassDOT approved safety vests.

All vehicles except passenger cars which are assigned to the project which operate at speeds of 25 MPH or less shall have an official SLOW MOVING VEHICLE emblem displayed in accordance with the provisions of Section 7 of Chapter 90 of the General Laws as amended by Chapter 684 of the Acts of 1970.

For additional project specific requirements, refer to Section 01570 Construction Safety Zone and Section 01620 Signs.

DISPOSAL OF SURPLUS EXCAVATED MATERIALS

All surplus excavated material not required or suitable for reuse on the project, or otherwise not wanted by the City, shall become the property of the Contractor and removed and disposed of outside and away from the limits of the project at no additional cost to the City in accordance with all local rules and the approval of local governmental authorities having jurisdiction over the disposal of such materials.

The City may, at its discretion, require excess material to be delivered by the Contractor and trucked to the City DPW on Lewiston Street, the Water Department Yard on Bedford Street or a designated location within the Fall River City limits and carefully deposited. Payment for this work shall be included in the unit price under the applicable item from which the material was obtained; no additional fee will be paid for this requirement.

DEBRIS IN DRAINAGE AND SEWER STRUCTURES

The Contractor shall exercise care when conducting their operations so that the debris does not enter any structures. All structures and pipes shall be kept clean and operable. All costs of debris removals, damages due to back-ups, and cleaning by others due to operations of the Contractor shall be borne by the Contractor.

SAWCUTS

Sawcuts shall be made in existing pavements to provide a neat, square edge at limits of excavation and to provide a clean joint where new pavement and sidewalks are to match existing. Sawcuts shall also be made where shown on the Contract Drawings, or otherwise required by the Engineer. Sawcuts shall be made to the depth required and shall be clean and even. All cuts shall be made using an approved power-driven saw. All sawcuts shall be considered incidental and compensation will be included in the contract bid prices for the related work items.

EXCAVATION

The bid price for excavation items, and all items that include excavation as part of the work, shall include the excavation, removal and disposal of all materials obstructing the execution of the required work as shown on the plans or as required by the Engineer, including trees, pipes, headwalls, and existing revetments.

BITUMINOUS CONCRETE COLLARS

Bituminous Concrete collars, as per the City's standard construction details, shall be placed around drainage and sewer and telephone structures, water service boxes, and utility boxes that are located in pavement areas as required by the Engineer. Bituminous Concrete used for collars shall not be measured for payment. Compensation shall be included in the contract bid price for the respective items.

ADJUSTMENTS TO CASTINGS DURING WINTER SHUT-DOWN

If the City directs that the final top course of paving not be installed prior to winter shut-down of the project, castings (frames and grates/covers, gate boxes, service boxes, etc.) may be adjusted to the binder pavement and paid under the respective items when required by the City Engineer.

CONTROLLED DENSITY FILL

Controlled density fill (Type 2E) shall be used to backfill trenches excavated within the roadway. Compensation shall be included in the contract bid price for the respective items for which the excavation occurred, and no separate payment will be made.

PROTECTION OF EXISTING TREES

Trees and shrubs that are not designated by the Engineer, to be cut, removed, destroyed or trimmed shall be saved from harm and injury. The Contractor shall provide measures to prevent any harm and injury caused during construction operations. Tree protection shall be done in accordance with Item 102.511, Tree Protection – Armoring And Pruning, as required by the Engineer.

POLICE DETAILS

The Contractor is responsible for requesting and paying for all necessary police details, including those deemed necessary by the Owner for the direction and control of traffic within the site. These costs should be incorporated into the base bid amount, including a \$20,000 allowance for traffic police detail services. If the public way is required for staging, parking, or deliveries, the Contractor must obtain the necessary permits from the Traffic and Parking Department, including a Traffic Management Plan. The request for traffic officers must be made to the Fall River Police Department (FRPD), and the FRPD must be notified that the work is for a City Project, ensuring that the administration fee is waived.

The Contractor shall pay police officers at the standard rate for special details, and no compensation will be provided for FRPD administration fees.

PROTECTION OF EXISTING BOUNDS

The Contractor shall provide measures to prevent damage during construction to existing bounds. Damaged bounds will be replaced by the contractor. No separate payment will be made for this work.

SHOP DRAWING SUBMITTALS (Supplementing Subsection 5.02)

The Contractor shall submit two sets of full-scale shop drawing prints to the Engineer for approval. If corrections are required, one set of the marked-up drawings will be returned to the Contractor for revision and subsequent re-submittal. The Engineer shall make all copies of the approved shop drawings as indicated in Table 1 of Subsection 5.02 and will distribute the drawings. No changes shall be made to the approved drawings without the written consent of the Engineer.

For additional project specific requirements, refer to Section 01300 Submittals.

Architectural Access Board Tolerances

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB).

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

The Contractor shall establish grade elevations at all wheelchair ramp locations and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

Massachusetts Department of Environmental Protection File Number Sign

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the Contractor with no additional compensation other than the contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is SE-24-837.

ENVIRONMENTAL PERMITS AND APPROVALS

The Permits/Approvals and Applications prepared and issued for this project are to be considered part of this contract. A copy of each Permit/Approval and Application, including all plans/attachments, shall be on-site while regulated activities are being performed. The Contractor's attention is directed to the fact that special conditions and other requirements may be associated with each Permit/Approval and Application. It is the Contractor's responsibility to be aware of and comply with these conditions and requirements and plan their work and schedule accordingly. The Contractor is hereby notified that s/he will be responsible and held accountable for performing any/all work required to satisfy and comply with the entire Permit/Approval and Application. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with each Permit/Approval and Application, as payment for the work shall be included in the various bid items. A copy of each Permit/Approval and Application can be viewed at the Fall River Planning Division.

If Contractor's erection, demolition, storage, or other procedures require work to occur in or otherwise impact water or wetland resource areas not previously permitted, the Contractor is advised that no associated work can occur until the required environmental permits have been obtained. The Contractor must notify the City and Resident Engineer in writing at least 60 days prior to desired commencement of the proposed activity and prepare the required submittals. All environmental submittals, including any contact with local, state or federal environmental agencies, must be coordinated through the City. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the City will not entertain a delay claim due to the time required to obtain the environmental permits. The cost of obtaining additional permits/approvals beyond those included in the contract documents is considered incidental to the related work. As a supplement to Section 7.00 of the Standard Specifications, the Contractor is reminded that no debris of any type shall be allowed to enter water or wetland resource areas, either temporarily or permanently.

For additional project specific requirements, refer to Section 01060 Permits and Regulatory Requirements, Section 01567 General Environmental Controls, and Section 01561 Pest Control.

CONSERVATION COMMISSION – MASSACHUSETTS WETLANDS PROTECTION ACT

This project is subject to the Massachusetts Wetlands Protection Act and has been issued an Order of Conditions (“Order”) by the Fall River Conservation Commission. A copy of the Order has been provided as part of the contract documents. Arrangements to view the Notice of Intent (NOI) can be made by calling the Fall River Planning Department. If the Contractor wishes to obtain copies, s/he shall do so at his own expense.

For additional project specific requirements, refer to Section 01060 Permits and Regulatory Requirements.

NPDES CONSTRUCTION GENERAL PERMIT

A Notice of Intent for coverage under the general permits shall be filed with the United States Environmental Protection Agency (EPA)/MA DEP in accordance with the NPDES permit program. It is the Contractor’s responsibility to be aware of and comply with the applicable restrictions and requirements and plan their work and schedule accordingly. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the NPDES permit program, as payment for the work shall be included in Item 756, NPDES Stormwater Pollution Prevention Plan, as appropriate.

For additional project specific requirements, refer to Section 01567 General Environmental Controls.

EROSION AND SEDIMENT CONTROL (Supplementing Section 7.02)

This work shall consist of temporary and permanent control measures as shown on the plans or as ordered by the Engineer during the life of the contract to control erosion and sedimentation.

An erosion control system consisting of mulch filter tubes is to be installed along any areas of construction adjacent to wetland resource areas.

Temporary erosion and sediment control provisions shall be coordinated with the permanent control features to the extent practical to assure economical, effective, and continuous control throughout the construction and post-construction period.

The erosion and sediment control features installed by the Contractor shall be satisfactorily maintained by the Contractor until acceptance.

In the event of conflict between these specifications and laws, rules, and regulations of local agencies, the more restrictive requirements shall apply.

If temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work as scheduled, and such additional measures are ordered by the Engineer, the work shall be performed by the Contractor at their own expense.

Temporary erosion and sediment control work, which is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, will be performed as ordered by the Engineer.

Repeated failures by the Contractor to control erosion, pollution, and/or siltation shall be cause for the Engineer to employ outside assistance or to use their own forces to provide the required corrective measures. The cost of such assistance, plus project engineering costs, will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.

For additional project specific requirements, refer to Section 01567 General Environmental Controls.

Section 4.0 Form for General Bid

The undersigned proposes to furnish all labor and materials required for: Quequechan River Rail Trail Phase 4A In accordance with the accompanying plans and specifications prepared by Stantec Consulting Services Inc. and Brown, Richardson + Rowe, and specified below, subject to additions and deductions to the terms of specifications.

The bidder certifies the following bulleted statement and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Fall River.

- The bids will be received at the office of the Purchasing Department, Fall River Government Center, 1 Government Center, Fall River, MA 02722 no later than September 12, 2024 at 2:00 PM EST.
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.).
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Agent reserves the right to accept or reject any or all bids and/ or to waive any informalities if in their sole judgement it is deemed to be in the best interest of the City of Fall River.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

The proposed contract price is (total bid in figures):

\$ _____

Total in words: _____

(If applicable) The contract price does not include the items listed on the attached "Bid Form for Alternatives;" the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.

The undersigned agrees that, if they are selected as general contractor, they will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section of this bid), each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract prices; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that they are 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 States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee beings work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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

The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatory's knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) The Federal Employer Identification Number (EIN) of the Bidder is:

The Undersigned Bidder certifies under the penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work that the Bidder has not had its low bid rejected by any municipality in the previous two years, except in which case the reasons for rejection were as follows:

The Undersigned Bidder has submitted all requested referenced information on the Reference Form.

The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates noted in Section 2.2, herein, unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded by the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.

The unit prices shall include the cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the furnished work of several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in work.

Executed this _____ day of _____, 20_____.

Name of Company/ Individual:

Address:

Tel #: _____ Email:

Name & Title of Person Signing:

Signature of Authorized Individual:

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package.

Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____

**Insurance Specifications
Insurance Requirements for Awarded Vendor Only:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Purchasing Department a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY – Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory EMPLOYER'S LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate(s) of insurance evidencing above described is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of contract.
3. All applicable insurance policies shall read:
“CITY OF FALL RIVER” as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City of Fall River
Purchasing Department
1 Government Center
Room 324
Fall River, MA 02722**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



NON-COLLUSION FORM

Applicants submitting a bid, proposal to provide supplies or services to the City or to purchase supplies from the City must complete and submit the following certification of non-collusion for with the bid or proposal.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under 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 individual submitting bid, or proposal of services

Print name of individual submitting bid, or proposal of services

Name of Business/Vendor

Date



CERTIFICATE OF AUTHORITY/CLERK'S CERTIFICATE

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

Held on _____ it was VOTED that:
(Date)

_____, _____
(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such (Officer) _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Name of Corporation)

That _____ is the duly elected _____
(Name) (Office)

of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract. _____

(Clerk)

CORPORATE SEAL:



CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature	Date
-----------	------

Name (please print or type)	Social Security Number
-----------------------------	------------------------

Corporate

Corporate Name (please print or type)

Signature of Corporate Officer	Date
--------------------------------	------

Name of Corporate Officer (please print or type)	Title
--	-------

Taxpayer Identification Number

As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



CITY OF FALL RIVER

BID CONTRACTOR STATE/FEDERAL AWARD VERIFICATION FORM

This form must be completed for any procurement being funded from State or Federal Funds/Grants.

*Contractor/Vendor section**

NAME OF COMPANY: _____
TIN/EIN: _____
Dba (if applicable) _____
STREET ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER: _____
VENDOR NUMBER IF KNOWN: _____
SIGNATURE: _____

*The section below is for City Agency Use Only**

We hereby certify that neither _____
it nor its principals are suspended or debarred from contracting for goods or services that
are purchased from State or Federal awards.

Signature of Authorized Person Certifying Debarment Status

Date

Print Name and Title



BID CONTRACTOR REFERENCE INFORMATION SHEET

List current customer references that acquired services and products from your company.

1. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company: _____

4. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company: _____



City of Fall River
Auditor's Office
One Government Center
Fall River, MA 02722
Tel: 508-324-2200

VENDOR PAYMENT INFORMATION FORM	
Vendor Number: <i>(Required for existing vendors only to add corrections, or changes)</i>	Date of Request:
Name:	
Tax ID Name <i>(If different from above)</i>	
Tax Type:	Tax ID:
1099 Type:	SS#:
If you are tax exempt, please check this box and provide documentation with this form. <input type="checkbox"/>	

PURCHASE ORDER INFORMATION		
Remit Address:		
City:	State:	Zip code:
Contact Name:	Phone:	Fax:

Check Information:
Check here and leave if same as PO information: _____

Payment Address:		
City:	State:	Zip code:
Contact Name:	Phone:	

This form must be accompanied by a completed IRS form W9, and a Conflict-of-Interest form.

City use only*

Please remit this completed form to the Auditor's Office. You will be notified when a vendor number is assigned.

City Department:
Submitted by:
Date processed:



City of Fall River
Purchasing Department
One Government Center
Fall River, MA 02722
508-324-2000

VENDOR CERTIFICATION FORM

Project Number: (IFB, RFP, RFQ, WQ) # _____.

Please acknowledge the project addenda(s) if applicable.

Addenda # 1 _____, Addenda # 2 _____, Addenda #3 _____, Addenda #4 _____

COMPANY NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

COUNTY: _____

TELEPHONE: _____

AUTHORIZED SIGNATURE AND TITLE:

EMAIL ADDRESS: _____



CITY OF FALL RIVER CONFLICT OF INTEREST CERTIFICATION

(Date)

City of Fall River
One Government Center
Fall River, MA 02722

**Indicate “Y” (Yes) or “N” (No), and if “No,” provide details below.
THE RESPONDENT CERTIFIES THAT:**

___ 1. The Respondent will immediately disclose, in writing, to the City of Fall River any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation or any fee for service.

___ 2. The Respondent has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the City of Fall River for the purpose of obtaining an award of a contract pursuant to this solicitation. The Respondent further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third-party contingent on the award of a contract pursuant to this solicitation or any fee for service.

SECTION 2 —DISCLOSURES RFP Respondents & Vendors doing business with the City of Fall River must respond to every statement. Responses submitted without a complete response may be deemed nonresponsive and prohibit the City of Fall River from engaging in goods & services.

Indicate “Y” (Yes) or “N” (No) for Disclosures 1-4, and if “Yes,” provide details and attach statement (s).

___ 3. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If “Yes,” provide details.

___ 4. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If “Yes,” provide details.

(Email address)

(Address)

(Signature Required)

(Phone)

(Print Name of Respondent)

(Vendor #)



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee. f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application. _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change For material change only: Year _ quarter _____ Date of last report_</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

OSHA GENERAL CONTRACTOR CERTIFICATION FORM

**Pursuant to Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 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 (3) 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.

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: _____

(Individual Submitting Bid)

Duly Authorized

Name of Business or Entity: _____

Date: _____

RETURN THIS FORM WITH YOUR BID