

1125-273132

ADDENDUM NO. 1

CDM Smith Inc.
3 Davol Square
Building A, Suite A-425
Providence, RI 02903

Date Issued: December 12, 2025

TO: ALL BID DOCUMENT RECIPIENTS OF RECORD

RE: INVITATION FOR BIDS
TOWN OF YARMOUTH, MASSACHUSETTS
CONTRACT DOCUMENTS FOR
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 - CONTRACT NO. 6, PROJECT NO. CWSRF-8349/6

Receipt of Bids: December 18, 2025 at 2:00 PM

ADDENDUM NO. 1

Bid Document Recipients on this Project are hereby notified that this Addendum shall be attached to and made part of the above-named Bid Documents as provided in the "Instructions to Bidders" for the above-referenced project.

The following items are issued to add to, modify, and clarify the Bid Documents. These items shall have the same full force and effect as the Invitation to Bid, and costs involved shall be included in the prices proposed. Bids, to be submitted on the specified date, shall conform with the additions and revisions included herein.

Bidders shall acknowledge receipt of this Addendum by inserting its number and date on page 004113-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

CHANGES TO THE SPECIFICATIONS

1. Section 004113 Bid Form
 - a. **DELETE** Section 004113, pages 6, 13, 19, 26, 33, and 37 through 42 and **REPLACE** with the attached new pages.
2. Section 005214 Agreement
 - a. **DELETE** Section 005214 Agreement in its entirety and **REPLACE** with the attached new Section 005214.
3. Section 012001 Price and Payment

- a. Paragraph 1.8A.1., first sentence, **DELETE** the words “Bank run gravel/gravel borrow” and **REPLACE** with the words “Gravel borrow”.
 - b. Paragraph 1.8B.1., first sentence, **DELETE** the words “bank run gravel/gravel borrow” and **REPLACE** with the words “gravel borrow”.
4. Section 312000 Earthwork
 - a. Paragraph 3.11B.1., **DELETE** the words “bank run gravel” and **REPLACE** with the words “gravel borrow”.
5. Section 321216 Asphalt Paving
 - a. Paragraph 3.5.A., second sentence, **DELETE** the words “bank run gravel” and **REPLACE** with the words “gravel borrow”.

CHANGES TO THE DRAWINGS

1. **Figure No. 1 – Temporary Leach Pit Detail** attached to this addendum to be inserted onto sheet CD-11.
2. **DELETE** Sheet S-2 in its entirety and **REPLACE** with new sheet S-2 included in this addendum.
3. **DELETE** Sheet S-3 in its entirety and **REPLACE** with new sheet S-3 included in this addendum.
4. **DELETE** Sheet S-4 in its entirety and **REPLACE** with new sheet S-4 included in this addendum.

SUBMITTED QUESTIONS AND COMMENTS:

Provided below are responses to questions submitted to date.

1. **QUESTION/COMMENT:** Please clarify if the project is subject to BABA requirements.

RESPONSE: BABA implementation is not required for this project. American Iron and Steel (AIS) requirements do apply to this project.

END OF ADDENDUM

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6
BASE BID ELIGIBLE WORK (PART A - SEWER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
7a	2,100 cu. yds.	Gravel borrow _____ per cubic yard	\$ _____	\$ _____
7b	50 cu. yds.	Screened gravel for utility crossings and miscellaneous purposes _____ per cubic yard	\$ _____	\$ _____
7c	50 cu. yds.	Common Fill _____ per cubic yard	\$ _____	\$ _____
7d	560 cu. yds.	Dense graded crushed stone for pavement base (Route 28) _____ per cubic yard	\$ _____	\$ _____
7e	15 cu. yds.	Earth excavation and refill below normal grade _____ per cubic yard	\$ _____	\$ _____
8a	300 Tons	Management and disposal of excavated material at <RCS-1 disposal facility _____ per cubic yard	\$ _____	\$ _____
8b	2,000 Tons	Management and disposal of excavated material at in-state unlined landfill _____ per cubic yard	\$ _____	\$ _____

Subtotal Page 004113-6 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

BASE BID INELIGIBLE WORK (PART B - WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
24b	20 ea. set	Furnish and install 1-in corporation cocks and curb stops with boxes, including excavation and backfill (includes testing taps)		
		_____	\$ _____	\$ _____
		each set		
25a	860 cu. yds.	Gravel borrow for pavement, driveway and sidewalk base		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7a)	
25b	20 cu. yds.	Screened gravel		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7b)	
25c	40 cu. yds.	Common fill		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7c)	
25d	280 cu. yds.	Dense graded crushed stone for pavement base (Route 28)		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7d)	
25e	20 cu. yds	Excavation below normal grade including gravel refill		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7e)	

Subtotal Page 004113-13 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 1 ELIGIBLE WORK (PART A - SEWER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
32	25 cu. yds.	Test Pits _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 5)	\$ _____
33a	10 cu. yds.	Rock and Boulder Excavation <u>Sixty-Five Dollars</u> per cubic yard	\$ <u>65.00</u>	\$ <u>650.00</u>
33b	10 cu. yds.	Additional payment for rock and boulder excavation over the established price _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 6b)	\$ _____
34a	1,900 cu. yds.	Gravel borrow _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7a)	\$ _____
34b	25 cu. yds.	Screened gravel for utility crossings and miscellaneous purposes _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7b)	\$ _____
34c	25 cu. yds.	Common Fill _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7c)	\$ _____

Subtotal Page 004113-19 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 1 INELIGIBLE WORK (PART B - WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
50a	850 cu. yds.	Gravel borrow for pavement, driveway and sidewalk base _____	\$ _____ (Transfer Unit Bid Price from Item 7a)	\$ _____
		per cubic yard		
50b	50 cu. yds.	Screened gravel _____	\$ _____ (Transfer Unit Bid Price from Item 7b)	\$ _____
		per cubic yard		
50c	40 cu. yds.	Common fill _____	\$ _____ (Transfer Unit Bid Price from Item 7c)	\$ _____
		per cubic yard		
50d	270 cu. yds.	Dense graded crushed stone for pavement base (Route 28) _____	\$ _____ (Transfer Unit Bid Price from Item 7d)	\$ _____
		per cubic yard		
50e	20 cu. yds	Excavation below normal grade including gravel refill _____	\$ _____ (Transfer Unit Bid Price from Item 7e)	\$ _____
		per cubic yard		
51a	100 sq. yds.	Furnish and install initial trench width HMA Binder Course, 4-in thick (Town Roads) _____	\$ _____ (Transfer Unit Bid Price from Item 9a)	\$ _____
		per square yard		

Subtotal Page 004113-26 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 ELIGIBLE WORK (PART A - SEWER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
58	10 cu. yds.	Test Pits _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 5)	\$ _____
59a	10 cu. yds.	Rock and Boulder Excavation <u>Sixty-Five Dollars</u> per cubic yard	\$ <u>65.00</u>	\$ <u>650.00</u>
59b	10 cu. yds.	Additional payment for rock and boulder excavation over the established price _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 6b)	\$ _____
60a	2,900 cu. yds.	Gravel borrow _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7a)	\$ _____
60b	25 cu. yds.	Screened gravel for utility crossings and miscellaneous purposes _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7b)	\$ _____
60c	25 cu. yds.	Common fill _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7c)	\$ _____

Subtotal Page 004113-33 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
68a	750 lin. ft	Furnish and install 16-inch cement lined ductile iron water main Class 52, including earth excavation and backfill _____ per linear foot	\$ _____	\$ _____
68b	50 lin. ft	Furnish and install 12-inch cement lined ductile iron water main Class 52, including earth excavation and backfill _____ per linear foot	\$ _____ (Transfer Unit Bid Price from Item 18a)	\$ _____
68c	250 lin. ft	Furnish and install 8-inch cement lined ductile iron water main Class 52, including earth excavation and backfill _____ per linear foot	\$ _____ (Transfer Unit Bid Price from Item 18b)	\$ _____
68d	90 lin. ft	Furnish and install 6-inch cement lined ductile iron water main Class 52, including earth excavation and backfill _____ per linear foot	\$ _____ (Transfer Unit Bid Price from Item 18c)	\$ _____
69a	6,500 lbs.	Furnish and install compact ductile iron pipe fittings, all sizes _____ per pound	\$ _____ (Transfer Unit Bid Price from Item 19a)	\$ _____

Subtotal Page 004113-37 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
69b	3 each	Furnish and install 16-in couplings _____ each	\$ _____ (Transfer Unit Bid Price from Item 19b)	\$ _____
69c	4 each	Furnish and install 12-in couplings _____ each	\$ _____ (Transfer Unit Bid Price from Item 19c)	\$ _____
69d	3 each	Furnish and install 8-in couplings _____ each	\$ _____ (Transfer Unit Bid Price from Item 19d)	\$ _____
69e	2 each	Furnish and install 6-in couplings _____ each	\$ _____ (Transfer Unit Bid Price from Item 19e)	\$ _____
70a	5 each	Furnish and install 16-in gate valves and boxes _____ each	\$ _____	\$ _____
70b	1 each	Furnish and install 12-in gate valves and boxes _____ each	\$ _____ (Transfer Unit Bid Price from Item 20a)	\$ _____

Subtotal Page 004113-38 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
70c	4 each	Furnish and install 8-in gate valves and boxes		
		_____ each	\$ _____	\$ _____
			(Transfer Unit Bid Price from Item 20b)	
70d	1 each	Furnish and install 6-in gate valves and boxes		
		_____ each	\$ _____	\$ _____
			(Transfer Unit Bid Price from Item 20c)	
71a	1 each	Furnish and install 16" x 6" tapping sleeves and valves		
		_____ each	\$ _____	\$ _____
71b	1 each	Furnish and install 12" x 8" tapping sleeves and valves		
		_____ each	\$ _____	\$ _____
			(Transfer Unit Bid Price from Item 21a)	
71c	1 each	Furnish and install 12" and 16" insertion valve		
		_____ each	\$ _____	\$ _____
			(Transfer Unit Bid Price from Item 21d)	
72	5 each	Furnish and install new hydrant assemblies including all associated fittings, connecting pipe, gate valves, thrust restraint and joint restraint as necessary		
		_____ each	\$ _____	\$ _____
			(Transfer Unit Bid Price from Item 22a)	

Subtotal Page 004113-39 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
73a	80 lin. ft	Furnish and install 2-in PVC service tubing including earth excavation and backfill		
		_____	\$ _____	\$ _____
		per linear foot	(Transfer Unit Bid Price from Item 23a)	
73b	1,150 lin. ft	Furnish and install 1-in PVC service tubing including earth excavation and backfill		
		_____	\$ _____	\$ _____
		per linear foot	(Transfer Unit Bid Price from Item 23b)	
74a	4 ea. set	Furnish and install 2-in corporation cocks and curb stops with boxes, including excavation and backfill (includes testing taps)		
		_____	\$ _____	\$ _____
		each set	(Transfer Unit Bid Price from Item 24a)	
74b	35 ea. set	Furnish and install 1-in corporation cocks and curb stops with boxes, including excavation and backfill (includes testing taps)		
		_____	\$ _____	\$ _____
		each set	(Transfer Unit Bid Price from Item 24b)	
75a	2,100 cu. yds.	Gravel borrow for pavement, driveway and sidewalk base		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 7a)	

Subtotal Page 004113-40 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
75b	30 cu. yds.	Screened gravel _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7b)	\$ _____
75c	20 cu. yds.	Common fill _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7c)	\$ _____
75d	670 cu. yds.	Dense graded crushed stone for pavement base (Route 28) _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7d)	\$ _____
75e	10 cu. yds	Excavation below normal grade including gravel refill _____ per cubic yard	\$ _____ (Transfer Unit Bid Price from Item 7e)	\$ _____
76a	40 sq. yds.	Furnish and install initial trench width HMA Binder Course, 4-in thick (Town Roads) _____ per square yard	\$ _____ (Transfer Unit Bid Price from Item 9a)	\$ _____
76b	1,350 sq. yds.	Furnish and install initial trench width plus 1-foot HMA, 3-in thick (Route 28) _____ per square yard	\$ _____ (Transfer Unit Bid Price from Item 9b)	\$ _____

Subtotal Page 004113-41 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

ADD ALTERNATE NO. 2 INELIGIBLE WORK (PART B – WATER)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items With Unit Price Bid in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
76c	1,600 sq. yds.	Furnish and install permanent trench width plus 2-feet HMA, 10-in thick (Route 28)		
		_____	\$ _____	\$ _____
		per square yard	(Transfer Unit Bid Price from Item 9c)	
77	10 cu. yds	Miscellaneous concrete		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 13)	
78	10 cu. yds	Test pits		
		_____	\$ _____	\$ _____
		per cubic yard	(Transfer Unit Bid Price from Item 5)	

Subtotal Page 004113-42 \$ _____

TOWN OF YARMOUTH, MASSACHUSETTS
WASTEWATER COLLECTION AND WATER RESOURCE RECOVERY FACILITIES
PHASE 1 – CONTRACT NO. 6
PROJECT NO. CWSRF – 8349/6

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 2025 by and between the Town of Yarmouth, Massachusetts acting through its Board of Selectmen hereinafter called OWNER and _____ with legal address and principal place of business at _____ hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by CDM Smith, 3 Davol Square, Building A, Suite A425, Providence, RI 02903 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be 900 Calendar Days commencing twenty days following the Effective Date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

4.2 As per MassDEP's Policy Memorandum No.10 - the agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be ____ percent.

4.3 All contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under MGL Chapter 30 section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract

adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus five percent.

4.4 Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the Conditions of the Contract.

6.2 OWNER will make progress and final payments as provided in Article 15 of the Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$2,000 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05 of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06 of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings as listed in the List of Drawings and dated November 2025.

9.1.10 Addenda numbers _____ to _____, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any 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 CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

ARTICLE 11. MASSACHUSETTS EQUAL OPPORTUNITY REQUIREMENTS

11.1 Procurement Considerations - Six Good Faith Efforts. 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR Section 33.301, the sub-recipient agrees to make good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

11.2 Anti-Discrimination Requirements

During the performance of this Contract, the Contractor agrees as follows:

1. The contractor will comply with the (a) the Civil Rights Act of 1964, 42 USC s.2000(1) et seq., as amended, Section 13 of the Federal Water Pollution Control Act (FWPCA) of 1972; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and (b) will also comply with Executive Order 592 and the Mass General Laws c 151B, §4.1.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment consistent with Executive Order 592 and the Mass General Laws c 151B, §4.1.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1 and of the rules, regulations, and relevant orders.
5. The contractor will furnish all information and reports required by Massachusetts Executive Order No. 592 and Mass General Laws c 151B, §4.1, and by the rules, regulations, and orders,

pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 592 and Mass General Laws c 151B, §4.1 and such other sanctions may be imposed and remedies invoked as by rule, regulation, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules or regulations, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as a means of enforcing such provisions.

11.3 The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE 12. AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

12.1 The Contractor acknowledges to and for the benefit of the City/Town of Yarmouth ("Purchaser") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

12.2 The Contractor acknowledges to and for the benefit of the City/Town of Yarmouth ("Purchaser") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "Build America, Buy America Act;"; that requires starting on May 14, 2022, all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and

drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. MassDEP will conduct field verifications to ensure project compliance.

This project is subject to the Build American, Buy America (BABA) requirements. BABA implementation is not required for this project as the project is not receiving federal assistance based on EPA's Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs Memorandum issued November 3, 2022.

OWNER is a Subrecipient for funding purposes, and as such, required contract provisions are incorporated throughout the Agreement.

The Contractor agrees that it 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.

This Project is subject to the Davis Bacon wage rate requirements. Attention is directed to Appendix G, included in PART II of the Supplementary Conditions for specific terms and conditions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR THE TOWN OF YARMOUTH

FOR THE CONTRACTOR

Acknowledged:

Department/Division Head Date

Name of Company

Approved as to Procurement:

Chief Procurement Officer Date

Authorized Signature Date

Pursuant to M.G.L. Chapter 44, Section 31c, I
certify that an appropriation has been made in the
total amount of the contract:

Town Accountant Date

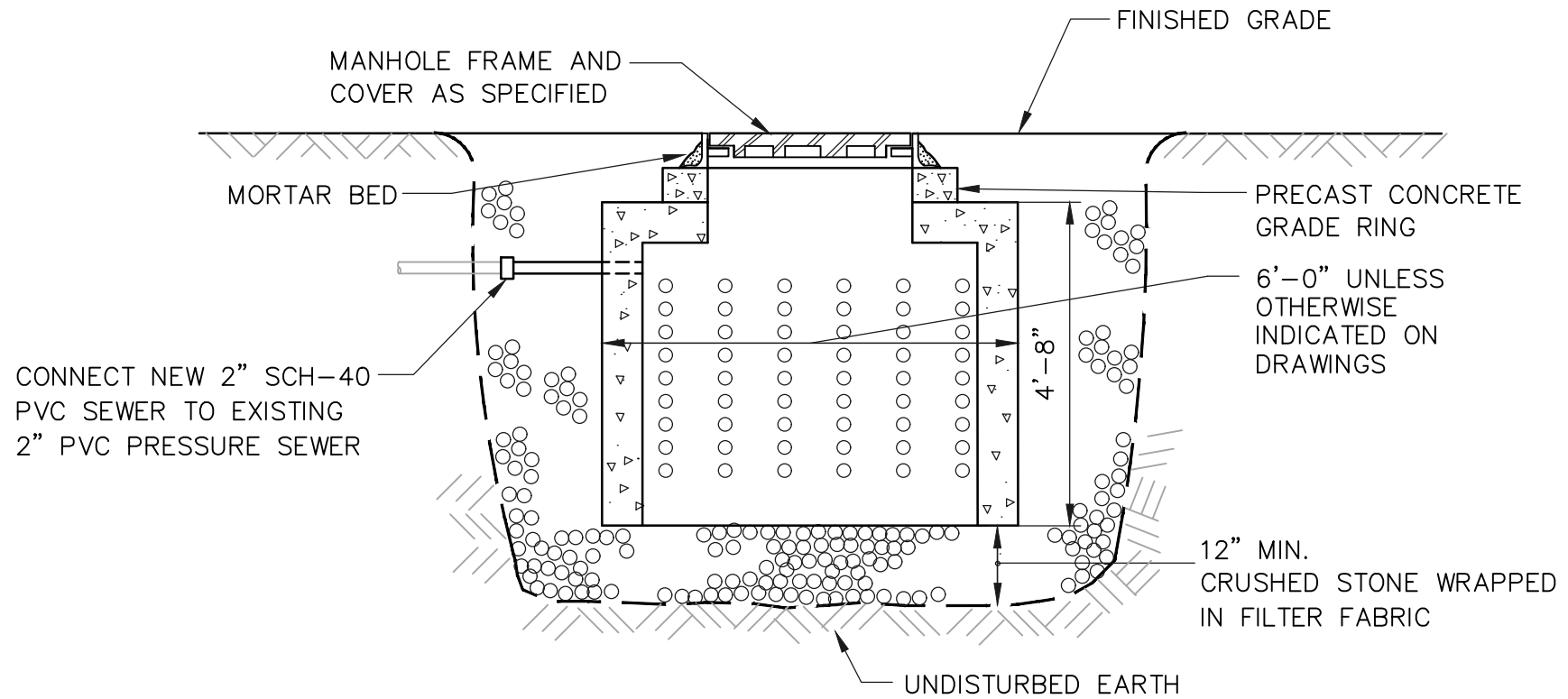
Print Name & Title

Contract Approval:

Town Administrator Date

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214



TEMPORARY LEACH PIT DETAIL
 NTS

NOTE:

1. LEACH PIT SHALL BE 600 GALLON H-20 BY WIGGIN MEANS PRECAST CO., INC. OR EQUAL.

1. MAXIMUM GROSS ALLOWABLE BEARING PRESSURE 3000 PSF

PROJECT NO. 1125-273132
FILE NAME: S0012PSPL.dwg
SHEET NO.
S-2

$\frac{1}{4}'' = 1' - 0''$
 $\frac{3}{8}'' = 1' - 0''$

NOTES:

- TABLE 1 – REQUIRED VERIFICATION AND INSPECTION OF SOILS (IBC, TABLE 1705.6)

TABLE 2 — REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION (IBC, TABLE 1705.3)

DESIGNED BY: _____ A. AVERIN		CD

**CDM
Smith**
3 Davol Square, Building A, Suite A-425
Providence, RI 02903
Tel: (401) 751-5360

SPECIAL INSPECTION

PROJECT NO. 1125-273132
FILE NAME: S004STDT.dwg
SHEET NO.
S-4