

TOWN OF NORTH READING, MASSACHUSETTS

CONTRACT DOCUMENTS
FOR

J. TURNER HOOD ELEMENTARY SCHOOL ROOF REPAIRS AND RESTORATIONS
(PROJECT)

June 26, 2024

(DATE)

Town of North Reading

North Reading Public Schools
Office of the Superintendent
189 Park Street
North Reading, MA 01864

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SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Superintendent, Middle School/High School Campus, and 189 Park Street, North Reading, MA 01864 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms will be available beginning Wednesday, June 26, 2024 and may be obtained by visiting the North Reading Public School website at: <https://www.north-reading.k12.ma.us/district/business-office/pages/bids-and-contracts>.

Bids will be opened in the Office of the Superintendent on Wednesday, July 22, at 12:00 p.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price. Pre-Bid Conference and Site Visit will be held at the Office of the Superintendent's Conference Room, located at the Middle School / High School Campus, at 189 Park Street, North Reading, MA 01864 on **Wednesday, July 10, 2024 at 10:00 a.m.** It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price. All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M and G.L. C. 149. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive. Contractors must be certified by the Division of Capital Asset Management and Maintenance, and must include their Certificates of Eligibility and Update Statements with their proposals.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of North Reading, School Department
By: Michael Connelly, Director of Finance and Operations

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of North Reading, Massachusetts, herein called the Owner, acting by and through its School Committee, will receive sealed Bids for the project known as the Hood School Roof Restoration Project.

General bids shall be addressed to the Office of the Superintendent, Middle School/High School, North Reading, MA 01864 and endorsed "Bid for Hood School Roof Restoration Project" (Project) will be received at the Office of the Superintendent until **12:00 p.m., on Monday, July 22, 2024** at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work consists of cut and replacement of identified wet areas of the Hood School Roof, as well as other repair and restoration, in accordance with the Specifications and conceptual plans attached hereto.

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

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

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

3. Preparation of Bid

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

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

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

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent via e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

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

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

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

7. Conditions of Work

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

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to Michael A. Connelly, Assistant Superintendent of Finance and Operations and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be emailed to all prospective bidders at the email address used to request access to the plans. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

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

11. Laws and Regulations

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

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

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

14. Information Not Guaranteed

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

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will

be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility

of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of North Reading and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

25. PROJECT MANAGER

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

26. Required Submissions with General Bids

The following documents are to be submitted with each bid. Failure of a bidder to make all required submissions may cause the Owner to consider the bid unacceptable.

- a. General Bid Form
- b. Conflict of Interest Certification
- c. Certificate of Corporation Bidder
- d. Certification of Prevailing Wage
- e. Certifications Required By Law- DCAMM Certification & Update Statement
- f. Certificate of Vote
- g. Bid Bond
- h. Contractor Experience/Qualification Statement

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of _____

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

To the City/Town of _____, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Hood School Roof Restoration Project**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully completed bulk of the project by the end of August and prior to the school year beginning on 9/1/2024. Access to the roof will be permitted after 9/1/24 after 2:30 p.m. and the project should be fully completed by the end of October/November 2024.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) Base Bid Scope of Work: Remove and replace all damaged insulation as indicated on drawings A1.0 and A1.1 with new flat and tapered polyisocyanurate insulation, and adhered 60 mil, PVC membrane per Detail Sheet A2.1 and Specification Section 070150.19 "Preparation for Re-Roofing". Work also includes removal and replacement of two cast iron roof drains as indicated, repair, re-pointing and application of water repellents to brick chimneys indicated on the drawings, and specified under Sections 040121 "Maintenance of Unit Masonry" and 071900 "Water Repellents".

The Bidder agrees to perform the Base Bid work described in the specifications and shown on the plans for the following contract price:

\$ _____ .

D) Bid Alternate #1 Scope of Work: For Roof Area "A" as indicated on Drawing A1.0, and detailed on Drawing A2.1, Add the cleaning and prep of existing and new PVC membranes, and related materials per specifications Section 070150.74 "Rehabilitation of Single Ply Roofing"; Install polyurethane, fully-reinforced, fluid applied roof restoration system, flashings and related details as shown and specified to achieve specified 20 Year Roof Restoration Warranty per approved details and specification Section 070150.74 "Rehabilitation of Single Ply Roofing".

The Bidder agrees to perform the work of Bid Alternate #1 as described in the specifications and shown on the plans for the following addition to the proposed Base Bid contract price:

\$ _____ .

E) Bid Alternate #2 Scope of Work: For Roof Areas "B", "C" and "E" as indicated on Drawing A1.0, and detailed on Drawing A2.1, Add the cleaning and prep of existing and new PVC membranes, and related materials per specifications Section 070150.74 "Rehabilitation of Single Ply Roofing"; Install polyurethane, fully-reinforced, fluid applied roof restoration system, flashings and related details as shown and specified to achieve specified 20 Year Roof Restoration Warranty per approved details and specification Section 070150.74 "Rehabilitation of Single Ply Roofing". Work also includes the removal and replacement of gutters and downspouts as indicated on Roof "C" and addition of new scuppers at Roof "E" per section 077100 "Roof Specialties".

The Bidder agrees to perform the work of Bid Alternate #2 as described in the specifications and shown on the plans for the following addition to the proposed Base Bid contract price:

\$ _____ .

- F) Bid Alternate #3 Scope of Work: For Roof Area “D” as indicated on Drawing A1.1, and detailed on Drawing A2.1, Add the cleaning and prep of existing and new PVC membranes, and related materials per specifications Section 070150.74 “Rehabilitation of Single Ply Roofing”; Install polyurethane, fully-reinforced, fluid applied roof restoration system, flashings and related details as shown and specified to achieve specified 20 Year Roof Restoration Warranty per approved details and specification Section 070150.74 “Rehabilitation of Single Ply Roofing”.

The Bidder agrees to perform the work of Bid Alternate #3 as described in the specifications and shown on the plans for the following addition to the proposed Base Bid contract price:

\$ _____ .

- G) Bid Alternate #4 Scope of Work: For Roof Area “H” as indicated on Drawing A1.1, and detailed on Drawing A2.1, Add the cleaning and prep of existing and new PVC membranes, and related materials per specifications Section 070150.74 “Rehabilitation of Single Ply Roofing”; Install polyurethane, fully-reinforced, fluid applied roof restoration system, flashings and related details as shown and specified to achieve specified 20 Year Roof Restoration Warranty per approved details and specification Section 070150.74 “Rehabilitation of Single Ply Roofing”.

The Bidder agrees to perform the work of Bid Alternate #4 as described in the specifications and shown on the plans for the following addition to the proposed Base Bid contract price:

\$ _____ .

- H) Bid Alternate #5 Scope of Work: For Roof Areas “F”, “G”, “I” and “J” as indicated on Drawing A1.1, and detailed on Drawing A2.1, Add the cleaning and prep of existing and new PVC and EPDM membranes, and related materials per specifications Section 070150.74 “Rehabilitation of Single Ply Roofing”; Install polyurethane, fully-reinforced, fluid applied roof restoration system, flashings and related details as shown and specified to achieve specified 20 Year Roof Restoration Warranty per approved details and specification Section 070150.74 “Rehabilitation of Single Ply Roofing”.

The Bidder agrees to perform the work of Bid Alternate #5 as described in the specifications and shown on the plans for the following addition to the proposed Base Bid contract price:

\$ _____ .

- I) **UNIT PRICES**: Insert the requested Unit Prices in the spaces provided on the Bid Form for Unit Prices. All Unit Prices are to include all labor and material costs to remove and legally dispose of existing materials as well as the furnishing and installation of specified materials:

1. Cost per square foot to remove existing PVC membrane and related tapered and flat stock polyisocyanurate insulation and furnish and install new 60 mil. PVC fully-adhered membrane and mechanically attached polyisocyanurate insulation as specified to align with, and flash into existing PVC membrane to remain, above and beyond the areas indicated by the contract documents. Base unit costs on an area of 4'x8' (32 sq. ft.) to be added to or deducted from the contract.

\$ _____ / 32 square feet

2. Cost per square foot to remove and dispose of existing damaged built-up vapor retarder to the structural steel or tectum deck, and replace with new manufacturer's approved cold-process or s.a. vapor retarder to flash into existing built-up vapor retarder / membrane to remain. Base unit costs on an area of 6'x10' (60 sq. ft.) to be added to the contract.

\$ _____ / 60 square feet

3. Cost per square foot to remove existing damaged structural tectum deck, and replace with new tectum deck to match per specification Section 070150.19 "Preparation for Re-Roofing". Base unit costs on an area of one 4'x12' panel (48 sq. ft.) , cut to fit as needed, to be added to the contract.

\$ _____ / 48 square feet

4. Cost per square foot to remove existing damaged structural steel deck, and replace with new steel deck to match existing per specification Section 070150.19 "Preparation for Re-Roofing". Base unit costs on an area of one 3'x20' panel (60 sq. ft.), cut to fit as needed, to be added to the contract.

\$ _____ / 60 square feet

5. Cost per linear foot to remove existing damaged wood blocking, and replace with new 2x8 p.t. wood blocking to match existing per specification Section 070150.19 "Preparation for Re-Roofing". Base unit costs on an area of 10 linear foot per layer to be added to the contract.

\$ _____ / 10 linear foot per layer

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

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

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
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a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is 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.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____,
20____, by and between the party of the first part, the Town of _____, hereinafter called
"OWNER," acting herein through its _____, and the party of the second part,
_____ doing business as *(an individual) (a
partnership) (a joint venture) (a corporation) located in the *(City) (Town) of
_____, County of
_____, and State of _____, hereinafter called
"CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby
agrees with the OWNER to commence and complete the project described as follows:

hereinafter called the project, for the sum of _____
_____ Dollars
(\$_____) and all extra work in connection therewith, under the terms as stated in
the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the
materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other
accessories and services necessary to complete the said project in accordance with the conditions
and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL
CONDITIONS, Section 00750 SUPPLEMENTARY GENERAL CONDITIONS and Section
00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates,
blue prints, and the specifications and Contract Documents as prepared by the Owner.

*Strike out inapplicable term.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within ____ consecutive calendar days of the date of the notice to proceed.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$. for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section 00700 GENERAL CONDITIONS.

The goal for minority business enterprise (MBE) participation for this contract is a minimum of 5% percent MBE participation, on the basis of the total dollars paid. The CONTRACTOR agrees to take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women-owned businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The CONTRACTOR shall require similar reports from its subcontractors.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS as amended by the supplementary general conditions, and to make payments on account thereof as provided in Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of _____, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor 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.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor can furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__ (the "Construction Contract"), for the construction described as follows: _____
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal Secretary) By _____

(Address-Zip Code)

Witness as to Principal (SEAL)

(Address-Zip Code)

ATTEST:

By _____
(Attorney-in-Fact)

(Address-Zip Code)

Witness as to Surety (SEAL)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

_____ (Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 004010 - CONFLICT OF INTEREST CERTIFICATION

I hereby certify that the Bidder named below understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Request for Proposals. I also certify that the Bidder understands that the Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full-time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

Name of Bidder

Address of Bidder

By: _____

Signature

Printed Name

Printed Title

Date

END OF SECTION

SECTION 004020 - CERTIFICATE AS TO CORPORATE BIDDER

I _____, certify that I am the _____ of the Corporation named as bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

By: _____
Name - Type or Print

Signature

This Certificate must be completed where Bidder is a Corporation and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid on behalf of the Corporation, this certificate must be completed by another Officer of the Corporation.

END OF SECTION

SECTION 004030 - BIDDER'S CERTIFICATION REGARDING
BIDS BASED ON PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED: _____ NAME OF BIDDER: _____

BY: _____

NAME: _____

TITLE: _____

This form shall be submitted by all bidders and sub-bidders.

END OF SECTION

SECTION 004070 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto _____
_____ as Owner in the penal sum of _____
_____ for the payment of which, well and truly to made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 2016.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain Bid, attached hereto
and hereby made a part hereof to enter into a contract in writing for the

NOW THEREFORE.

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in

accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

Insert CJCDC No. C-700 (2007 edition)

SECTION 00800

SUPPLEMENTAL CONDITIONS

Page

1. Supplementary General Conditions to EJCDC No. C-700, 2007 Edition
2. Prevailing Wage Rates
3. Insurance Requirements

Attachment A - Wage Rates and Certificate of Compliance

**AMENDING THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION
CONTRACT PREPARED BY ENGINEERS JOINT CONTRACT DOCUMENTS
COMMITTEE
(EJCDC NO. C-700, 2007 EDITION)**

(Sub) Paragraph

No.

- 2.01B Delete this paragraph and substitute the following:
- Before any Work at the Site is started, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.
- 2.03 Delete the last sentence.
- 3.02A.1 Delete the phrase starting “shall mean” through the end of this sentence and substitute the following:
- shall mean the standard, specification, manual, code, or Laws or Regulations in effect and applicable at the time in question, except as may be otherwise specifically stated in the Contract Documents.
- 3.03A.3 Delete this paragraph and replace with the following:
- CONTRACTOR shall be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy if CONTRACTOR knew or reasonably should have known thereof.
- 4.01A Delete the last sentence.
- 4.01B Delete this subparagraph in its entirety.
- 4.03C.3 Delete this subparagraph in its entirety.
- 4.04B.2 Delete the phrase “or not shown or indicated with reasonable accuracy” following the word “indicated.” Delete the last sentence.

- 4.06C Add the following to the first sentence: “unless CONTRACTOR caused or contributed to such Hazardous Environmental Condition.”
- 4.06D Delete the last sentence.
- 4.06E Delete the last sentence.
- 4.06F Delete the second sentence.
- 4.06G Delete this subparagraph in its entirety.
- 4.06H Delete the last sentence.
- 5.03B Delete this subparagraph in its entirety.
- 5.04B.7 Insert the following new subparagraph:
7. “all coverage shall be written on an occurrence basis.
- 5.06A Delete this subparagraph in its entirety and substitute the following:
- Owner may, in its discretion, purchase and maintain property insurance upon the Work at the Site.
- 5.06B Delete this subparagraph in its entirety.
- 5.06D Delete this subparagraph in its entirety and substitute the following:
- The risk of loss within any identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.
- 5.07A Delete all text after the first sentence.
- 5.07B Delete this subparagraph in its entirety.
- 5.07C Delete this subparagraph in its entirety.
- 5.08 Delete this paragraph in its entirety.
- 5.09 Delete this paragraph in its entirety.
- 5.10 Delete this paragraph in its entirety and substitute the following:

OWNER may occupy or use a portion of the Work prior to Substantial Completion.

- 6.05A Add the following to the second sentence “, and in accordance with G.L. c.30, §39M.”
- 6.06F Insert the following at the beginning of this subparagraph:

“Except as required by and indicated in the specifications and contract documents pursuant to G.L. c.149, §44F,”
- 6.07A Delete the second sentence.
- 6.09C Delete the last sentence.
- 6.13E Delete the text in parentheses at the end of the first sentence.
- 6.20A Delete the parenthetical phrase “(other than the Work itself).”
- 6.20.A Change the phrase “negligent act or omission” to “negligent or wrongful act or omission.”
- 7.01.A.2 Delete this subparagraph in its entirety.
- 7.01.B Delete the last sentence.
- 7.02 Delete this paragraph in its entirety.
- 8.02 Delete the phrase “to whom CONTRACTOR makes no reasonable objection.”
- 8.07 Delete this paragraph in its entirety.
- 8.09 Insert the following after the first sentence: “However, the OWNER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”
- 9.02B Insert the following at the end of this subparagraph: “However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”
- 9.03 Delete the last sentence.
- 9.04 Delete the last sentence.

- 9.08C Delete the final phrase “subject to the provisions of paragraph 10.05.”
- 9.09B Insert the following after the first sentence:

“However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”
- 10.03A.3 Delete this subparagraph in its entirety.
- 11.01A.5 Delete subparagraphs a, b, d, e, f, g, and h.
- 11.02 Delete this paragraph in its entirety.
- 12.01B.3 Delete the last phrase “(determined as provided in paragraph 12.01.C).”
- 12.01C.2 Delete this subparagraph in its entirety.
- 12.03B Delete this subparagraph in its entirety.
- 12.03F Insert the following new subparagraph:

3. Delays caused by or within the control of the OWNER. In such event, the CONTRACTOR’S sole remedy shall be an extension of the Contract Time. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall not be eligible for any increase in the Contract Price/Sum on account of any delay in the work, no matter by whom such delay is caused, and Contractor shall make no claim for such an increase, whether such claim is styled as a claim for delay damages, acceleration of work, loss of production, or otherwise.
- 13.01 Delete the word “Prompt” at the beginning of the subparagraph.
- 13.03F Delete the balance of this subparagraph after the words “CONTRACTOR’s expense.”
- 13.04D Delete this subparagraph in its entirety.
- 13.08 Delete the fourth sentence.
- 13.09C Delete the second sentence.

- 14.02A.1 Delete the first phrase prior to the words, “Contractor shall” and substitute in place thereof the following: “On a monthly basis and in accordance with G.L. c.30, §39G,”.
- 14.02A.3 Delete this subparagraph and substitute the following: “Retainage shall be in accordance with G.L. c.30, §39G.
- 14.02C Delete this subparagraph and substitute the following:
Payment shall be made in accordance with G.L. c.30, §39G.
- 14.02D.2 Delete the words “immediate” and “promptly”.
- 14.02D.3 Delete this subparagraph in its entirety.
- 14.04C Delete the third sentence and substitute the following:
“OWNER shall review the tentative certificate and make written objection to ENGINEER as to any provisions of the certificate or attached list.”

Delete the phrase “within 14 days after submission of the tentative certificate to OWNER” in the fourth sentence. Delete the phrase “within said 14 days” in the fifth sentence.
- 14.05 Delete the phrase “subject to the following conditions” at the end of the first sentence and delete subparagraphs 1 and 2 in their entirety.
- 14.07B.1 Delete the phrase “within ten days after receipt of the final Application for Payment,” in the first sentence.
- 14.07C Delete this subparagraph in its entirety and substitute the following:
Final payment shall be made in accordance with G.L. c.30, §39G.
- 14.09A.1 Delete this subparagraph in its entirety.
- 15.01 Delete this subparagraph in its entirety and substitute the following:
OWNER may suspend the work or any portion thereof in accordance with G.L. c.30, §39O.
- 15.03A Delete from subparagraph 1 the phrase “including fair and reasonable sums for overhead and profit on such Work;” and from subparagraph 2 the phrase “plus fair and reasonable sums for

overhead and profit on such expenses”; and delete subparagraphs 3 and 4 in their entirety.

15.04B Delete the last sentence.

SUPPLEMENTAL CONDITIONS

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance
 - a. Workers' Compensation:
 1. State: Statutory
 2. Employer Liability:
 - \$500,000 Bodily Injury by Accident
 - \$500,000 Bodily Injury by Disease - policy limit
 3. \$500,000 Bodily Injury by Disease - each
\$1,000,000 Umbrella Liability - all limits
 - b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 1. Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 2. Products and Completed Operations
\$1,000,000 Each Occurrence (bodily injury and property damage)
\$3,000,000 Aggregate
 3. Property Damage Liability (including coverage for XCU hazards).
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 4. Products and Completed Operations insurance shall be maintained for a minimum period of 3 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.

- 5. Contractual Liability (Hold Harmless Coverage):
 - \$1,000,000 Bodily Injury Each Occurrence
 - \$1,000,000 Property Damage Each Occurrence
 - \$3,000,000 Property Damage Aggregate

- 6. Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000 All Limits

- c. Comprehensive Automobile Liability (owned, non-owned, hired):
 - 1. Bodily Injury
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident

 - 2. Property Damage
 - \$1,000,000 Each Accident

- d. Property Insurance / Builders Risk: the full Contact sum

- e. Umbrella Liability Coverage
 - \$2,000,000 All Limits

SECTION 00850

Incorporation of Applicable Provisions of the
Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental Conditions.

SECTION 00900

SPECIFICATIONS
(See "Attachment B")

"ATTACHMENT A"

[Wage Rates]

"ATTACHMENT B"

[Specifications]

"ATTACHMENT C"

[Drawings]

"EXHIBITS"

[Moisture Surveys]