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CONTRACT
DOCUMENTS

July 2020

TOWN OF

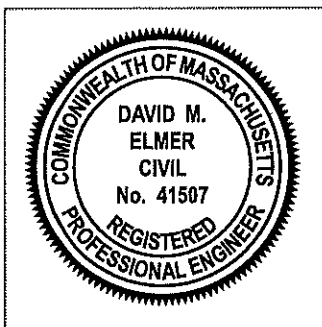
Arlington

MASSACHUSETTS

Phase #12 Sanitary Sewer
Rehabilitations

Bid Invitation No. 20-32

MWRA I/I Local Financial Assistance
Program Project #WRA-P11-01-3-1143



Digitally signed by David M.
Elmer, PE (# 41507)
Date: 2020.07.01
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SECTION 00100

ADVERTISEMENT FOR BIDS

BID INVITATION No. 20-32 PHASE #12 SANITARY SEWER REHABILITATIONS

Sealed bids for construction of Phase #12 Sanitary Sewer Rehabilitations for the Town of Arlington, Massachusetts, will be received at the Purchasing Department, 730 Massachusetts Avenue, Arlington, MA 02476 until **10:00 AM prevailing time, on July 23, 2020** at which time and place said bids will be virtually opened and read aloud. The virtual bid opening can be viewed on the Town of Arlington, Purchasing Department website: <https://www.arlingtonma.gov/departments/purchasing>.

All bids must be in a sealed envelope plainly marked: **BID INVITATION No. 20-32 PHASE #12 SANITARY SEWER REHABILITATIONS**

The scope of work of the Base Bid includes installation of approximately: 442 linear feet of sanitary sewers and storm drains at five (5) locations; abandonment of 347 linear feet of existing storm drain; replacement of two (2) sewer service wyes with 30 linear feet of building connections; installation of 17 precast concrete manholes; removal and disposal of 10 linear feet of asbestos cement pipe; and other related tasks in the Town of Arlington, Massachusetts.

The scope of work for Alternate Bid No. 1 includes approximately: 531 linear feet of root treatment; 1,596 linear feet of cured-in-place pipe; grouting 36 service connections in cured-in-place pipe; 239 linear feet of structural cured-in-place pipe; grouting 8 service connections in structural cured-in-place pipe; cutting of two (2) protruding service connections; enclosing storm drain in four (4) shared manholes; 1,835 linear feet of post-construction flow isolation; and other related tasks in the Town of Arlington, Massachusetts.

The scope of work for Alternate Bid No. 2 includes approximately: 285 linear feet of root treatment; 2,466 linear feet of cured-in-place pipe; grouting 67 service connections in cured-in-place pipe; 515 linear feet of structural cured-in-place pipe; grouting 10 service connections in structural cured-in-place pipe; cutting of four (4) protruding service connections; exterior grouting and interior sealing of 76 vertical feet of sewer manholes; grouting and patching seven (7) sewer manholes; 2,981 linear feet of post-construction flow isolation; and other related tasks in the Town of Arlington, Massachusetts.

The scope of work for Alternate Bid No. 3 includes approximately: 1,259 linear feet of cured-in-place pipe; grouting 8 service connections in cured-in-place pipe; 244 linear feet of structural cured-in-place pipe; grouting 5 service connections in structural cured-in-place pipe; exterior grouting and interior sealing of 151 vertical feet of sewer manholes; 1,503 linear feet of post-construction flow isolation; and other related tasks in the Town of Arlington, Massachusetts.

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

By submission of a bid, 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.

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

The Contractor shall monitor the developing COVID-19 pandemic and follow guidelines recommended by the State of Massachusetts and Centers for Disease Control (CDC). The Contractor shall operate safely by implementing health precautions and comply with any local/state/federal mandates that arise.

The Contractor shall have a TV mounted to the back of the CCTV truck(s) so the Engineer can view pipeline inspections without entering the truck due to social distancing requirements.

TOWN OF ARLINGTON, MASSACHUSETTS

BY ITS

Adam W. Chapdelaine
Town Manager

Weston & Sampson Engineers, Inc.
Reading, Massachusetts

\\wse03.local\WSE\Projects\MA\Arlington, MA\ENG20-0008 - Phase # 12 Design\Specifications\DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS\SECTION 00100 - ADVERTISEMENT FOR BIDS.docx

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Prevailing Wage Rates
24. Price Adjustments
25. Minority and Women Business Enterprise Requirements
26. Additional Site Safety Conditions

1. Receipt and Opening of Bids

The Town of Arlington, Massachusetts, herein called the OWNER, acting by and through its Purchasing Department, will receive sealed Bids for the construction of Phase #12 Sanitary Sewer Rehabilitations.

Such bids addressed to the Purchasing Department and endorsed Phase #12 Sanitary Sewer Rehabilitations Bid will be received at the Purchasing Department, 730 Massachusetts Avenue, Arlington, MA 02476 until **10:00 AM prevailing time, on July 23, 2020** at which time and place said bids will be virtually opened and read aloud. The virtual bid opening can be viewed on the Town of Arlington, Purchasing Department website: <https://www.arlingtonma.gov/departments/purchasing>.

communication that modifies a bid the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

5. Obligation of Bidder

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

6. Information not Guaranteed

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

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

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

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits 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 deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays,

The total dollar amount of each bid will be read virtually, 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. Bids may be examined after the virtual bid opening and after the reading of the three apparent low bids except for the DCAMM Update Statements if contained therein, which are not public records.

11. Comparison of Bids

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

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

12. 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.

13. Right to Reject Bid

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

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it 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 to the fullest extent permitted by law.

19. Liquidated Damages for Failure to Enter into Contract

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

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE STATUTES AND REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

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

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

23. Prevailing Wage Rates

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

SECTION 00331

TELEVISION INSPECTION AND MANHOLE INSPECTION REPORTS
PROVIDED BY THE OWNER

PART 1 - GENERAL

1.01 PURPOSE:

A. PURPOSE OF REPORTS:

1. The purpose of the television (TV) Inspection and Manhole Inspection Reports was to determine the condition of the existing sewer system and assess the extent of cleaning, repairs and/or replacement required for the system.
2. The inspections and observations provided information to prepare the design specifications included in these contract documents and to meet the requirements of the Owner.
3. Information reported from the TV Inspection and Manhole Inspection Reports are those observed in the field at the particular location and time the observations were made, and do not necessarily represent the present conditions.

1.02 SCOPE:

A. TV INSPECTION REPORTS:

1. TV Inspection of existing pipelines has been performed, with reasonable care. The results of the inspection program are appended hereto and are a part of the Contract Documents. Contractors may, after obtaining Owner's permission, carry out additional pipeline inspection, at no expense to the Owner.
2. TV Inspection Reports provided in the Contract Documents are limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe conditions encountered are subject to local usage and individual interpretation.
3. TV Inspections have been taken substantially at the locations indicated on the drawings and shown on the logs. Information presented in the inspection logs, as to the pipe condition, material build up in the pipe; etc. is based on visual observation from the videos. Information reported on the TV Inspection Reports are those observed in the field at the particular location and at the time the videos were taken, and do not necessarily represent the present conditions. Condition of the pipeline, material build up in the pipe, and other factors may differ now from those originally

SECTION 00410
FORM OF GENERAL BID

Proposal of N. Branese & Sons, Inc. (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the State of Massachusetts
- a joint venture
- a limited liability company
- a partnership
- an individual doing business as _____

*Insert corporation, partnership, joint venture, limited liability company, or individual as applicable.

To Town of Arlington (hereinafter called the Owner).

Gentlemen:

The undersigned Bidder, in compliance with your invitation for bids for the construction of **Phase # 12 Sanitary Sewer Rehabilitations**, having examined the plans and specifications with 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 superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein 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 that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the Base Bid within 65 consecutive days, or if selected, the contract duration for the Base Bid and Alternate No. 1 within 85 consecutive days, or if selected the contract duration for the Base Bid and Alternate No. 1 and No. 2 within 115 consecutive days, or if selected the contract duration for the Base Bid and Alternate No. 1 and No. 2 and Alternate No. 3 within 130 consecutive days. Warranty inspections for all bids shall be complete within 21 consecutive days from the start of warranty inspections. Final paving shall be completed prior to May 15, 2021 and as required by the ENGINEER. The Bidder further agrees to pay as liquidated damages the sum of \$1,450.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00800, SUPPLEMENTARY CONDITIONS. Liquidated damages shall apply to both the contract duration and warranty inspection duration.

Bidder acknowledges receipt of the following addenda:

No. 1 Dated: July 15, 2020

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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BASE BID (Items 1 to 8)

1 Sewers and Drains Complete in Place

1a	58 l.f.	8-inch PVC gravity sewer, per linear foot	\$ <u>11,600-</u>
----	---------	---	-------------------

and Two Hundred
(dollars)

(cents)

(\$ 200-)

1b	55 l.f.	12-inch PVC gravity drain, per linear foot	\$ <u>11,550-</u>
----	---------	--	-------------------

and Two Hundred Ten
(dollars)

(cents)

(\$ 210-)

1c	250 l.f.	15-inch PVC gravity drain, per linear foot	\$ <u>57,500-</u>
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and Two Hundred Thirty
(dollars)

(cents)

(\$ 230-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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1d	41 l.f.	18-inch PVC gravity drain, per linear foot	\$ <u>11,275-</u>
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Two Hundred Seventy Five
and _____ (dollars)

(cents)
(\$ 275-)

1e	18 l.f.	12-inch DI gravity drain, per linear foot	\$ <u>5,400-</u>
----	---------	---	------------------

Three Hundred
and _____ (dollars)

(cents)
(\$ 300-)

1f	20 l.f.	20-inch DI gravity drain, per linear foot	\$ <u>7,000-</u>
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Three Hundred Fifty
and _____ (dollars)

(cents)
(\$ 350-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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1g	347 l.f.	Abandon existing drains, per linear foot	\$ <u>3,470-</u>
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Ten

and (dollars)

-

(cents)

(\$ 10-)

1h	10 l.f.	Removal and disposal of asbestos cement pipe, per linear foot	\$ <u>800-</u>
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Eighty

and (dollars)

-

(cents)

(\$ 80-)

2 Building Connection Systems

2a	2 wye	8x6 inch wye branches for PVC pipe, each	\$ <u>9000-</u>
----	-------	--	-----------------

Four Thousand, Five Hundred

and (dollars)

-

(cents)

(\$ 4,500-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
2b	30 l.f.	6-inch PVC building connections, per linear foot	\$ <u>6,000-</u>
		<u>Two Hundred</u> and (dollars) <u>200-</u> (cents) (\$ <u>200-</u>)	
3		Precast Manholes and Appurtenances	
3a	2 manholes	Type A - 4.0 ft. diameter precast concrete sewer manhole, including base with frame and cover, per manhole	\$ <u>44,000-</u>
		<u>Twenty Two Thousand</u> and (dollars) <u>22,000-</u> (cents) (\$ <u>22,000-</u>)	
3b	12 v.f.	Type A - 4.0 ft. diameter precast concrete sewer manhole walls and cone, per vertical foot	\$ <u>6,000-</u>
		<u>Five Hundred</u> and (dollars) <u>500-</u> (cents) (\$ <u>500-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
3c	2 manholes	Type B - 4.0 ft. diameter precast concrete drain manhole, including base with frame and cover, per manhole	\$ <u>44,000-</u>
		<u>Twenty Two Thousand</u> and _____ (dollars)	
		_____ (cents)	
		(\$ <u>22,000-</u>)	
3d	13 v.f.	Type B - 4.0 ft. diameter precast concrete drain manhole walls and cone, per vertical foot	\$ <u>6,500-</u>
		<u>Five Hundred</u> and _____ (dollars)	
		_____ (cents)	
		(\$ <u>500-</u>)	
3e	11 manholes	Type C - 5.0 ft. x 5.0 ft. square precast concrete manhole, including base with frame and cover (drain access, sewer enclosed), per manhole	\$ <u>242,000-</u>
		<u>Twenty Two Thousand</u> and _____ (dollars)	
		_____ (cents)	
		(\$ <u>22,000-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
3f	76 v.f.	Type C - 5.0 ft. x 5.0 ft. square precast concrete manhole walls and top, per vertical foot	\$ <u>38,000-</u>
		<u>Five Hundred</u> and (dollars) _____ (cents) (\$ <u>500-</u>)	
3g	2 manhole	Type D - 5.0 ft. x 5.0 ft. square precast concrete manhole, including base with frame and cover (sewer access, drain enclosed), per manhole	\$ <u>44,000-</u>
		<u>Twenty Two Thousand</u> and (dollars) _____ (cents) (\$ <u>22,000-</u>)	
3h	16 v.f.	Type D - 5.0 ft. x 5.0 ft. square precast concrete manhole walls and top, per vertical foot	\$ <u>8,000-</u>
		<u>Five Hundred</u> and (dollars) _____ (cents) (\$ <u>500-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
3i	3 manholes	Remove and dispose of existing manhole, per manhole	\$ <u>13,500-</u>
		<u>Four Thousand, Five Hundred</u> and (dollars) _____ (cents) (\$ <u>4,500-</u>)	
4		Rock Excavation and Disposal	
4a	200 c.y.	Rock excavation and disposal, per cubic yard (minimum)	\$ <u>12,000.00</u>
		<u>Sixty</u> and (dollars) <u>Zero</u> (cents) (\$ <u>60.00</u>)	
4b	200 c.y.	Rock excavation and disposal, per cubic yard (additional)	\$ <u>2-</u>
		<u>—</u> and (dollars) <u>One</u> (cents) (\$ <u>0.01</u>)	

*Quantity assumed for comparison of bids.
**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
5		Miscellaneous Earthwork	
5a	100 c.y.	Excavation and backfill of unsuitable material above normal grade, per cubic yard	\$ <u>4,500-</u>
		<u>Forty Five</u> and (dollars) _____ (cents) (\$ <u>45-</u>)	
5b	30 c.y.	Excavation and backfill of unsuitable material below normal grade, per cubic yard	\$ <u>0.30</u>
		_____ and (dollars) <u>One</u> (cents) (\$ <u>0.01</u>)	
5c	100 c.y.	Test pits, per cubic yard	\$ <u>1,000-</u>
		<u>Ten</u> and (dollars) _____ (cents) (\$ <u>10-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
----------	---------------------	---	-----------------

5d	50 c.y.	Additional crushed stone, per cubic yard	\$ <u>600-</u>
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Twelve

and _____ (dollars)

_____ (cents)

(\$ 12-)

5e	50 c.y.	Additional gravel, per cubic yard	\$ <u>600-</u>
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Twelve

and _____ (dollars)

_____ (cents)

(\$ 12-)

6 Pavement Replacement

6a	2,815 s.f.	Temporary pavement (2-inches thick), per square foot	\$ <u>11,260-</u>
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Four

and _____ (dollars)

_____ (cents)

(\$ 4-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
6b	1,847 s.f.	Permanent base course pavement (2-inches thick), Wachusett Avenue and Medford Street Only, per square foot	\$ <u>7,388-</u> ^{S.G.}
		and <u>Four</u> (dollars)	
		(<u>4-</u> (cents))	
		(\$ <u>4-</u>)	
6c	4,030 s.f.	Permanent binder course pavement (2 1/2-inches thick), per square foot	\$ <u>16,120-</u>
		and <u>Four</u> (dollars)	
		(<u>4-</u> (cents))	
		(\$ <u>4-</u>)	
6d	4,030 s.f.	Permanent top course pavement (1 1/2-inches thick), per square foot	\$ <u>16,120-</u>
		and <u>Four</u> (dollars)	
		(<u>4-</u> (cents))	
		(\$ <u>4-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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6e	5 tons	Additional pavement, per ton	\$ <u>950-</u>
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One Hundred Ninety
 and (dollars)

 (\$ 190- (cents))

7 Water Main and Service Relocation

7a	4 each	Water main and service relocation within trench limits, per relocation	\$ <u>30,000-</u>
----	--------	--	-------------------

Seven Thousand, Five Hundred
 and (dollars)

 (\$ 7,500- (cents))

8 Mobilization

8a	1 l.s	Mobilization, lump sum (not more than 5% of Items 1 to 7)	\$ <u>30,000-</u>
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Thirty Thousand
 and (dollars)

 (\$ 30,000- (cents))

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Bid in Both Words and Figures	Unit or Lump Sum Price	Total in Figure
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The Total Amount of BASE BID (Items 1 to 8, inclusive) is:

Seven Hundred Thousand, One Hundred Thirty Five Dollars
(In Words)

and Thirty Cents (\$ 700,135.30)
(In Words) (In Figures)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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ALTERNATE BID NO. 1 (Items 9 to 15)

9 Sewer Line Chemical Root Treatment

9a	531 l.f.	Chemical root treatment of 8-inch to 10-inch sewers, per linear foot	\$ <u>1,062-</u>
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and Two
(dollars)
2-
(cents)
(\$ _____)

10 Cured-in-Place Pipe

10a	844 l.f.	Cured-in-place pipe for 8-inch sewers, per linear foot	\$ <u>27,008</u>
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and Thirty Two
(dollars)
32-
(cents)
(\$ _____)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
10b	502 l.f.	Cured-in-place pipe for 10-inch sewers, per linear foot	\$ <u>17,570-</u>
		<u>Thirty Five</u> and (dollars) _____ (cents) (\$ <u>35-</u>)	
10c	250 l.f.	Cured-in-place pipe for 15-inch sewers, per linear foot	\$ <u>17,000-</u>
		<u>Sixty Eight</u> and (dollars) _____ (cents) (\$ <u>68-</u>)	
10d	36 services	Grout reinstated service connections in 8-inch to 15-inch pipe, per service	\$ <u>15,300-</u>
		<u>Four Hundred Twenty Five</u> and (dollars) _____ (cents) (\$ <u>425-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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11 Structural Cured-in-Place Pipe

11a	239 l.f.	Structural cured-in-place pipe for 8-inch sewers, per linear foot	\$ <u>7,648-</u>
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and Thirty Two
(dollars)

(cents)
(\$ 32-)

11b	8 services	Grout reinstated service connections in 8-inch pipe, per service	\$ <u>3,400-</u>
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and Four Hundred Twenty Five
(dollars)

(cents)
(\$ 425-)

12 Service Connection Rehabilitation

12a	2 services	Cut protruding service connections, per service	\$ <u>1,100-</u>
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and Five Hundred Fifty
(dollars)

(cents)
(\$ 550-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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13 Sewer Manhole Rehabilitation

13a	5 manholes	Enclosed storm drain in shared manhole, per manhole	\$ <u>12,500-</u>
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Two Thousand, Five Hundred
and _____ (dollars)

(cents)
(\$ 2,500-)

14 Post Construction Flow Isolation

14a	1,835 l.f.	Post construction flow isolation of 8-inch to 15-inch sewers, per linear foot	\$ <u>1835-</u>
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One
and _____ (dollars)

(cents)
(\$ 1-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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15		Mobilization	
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15a	1 l.s.	Mobilization, lump sum (not more than 5% of Items 9 to 14)	\$ <u>4,700-</u>
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Four Thousand, Seven Hundred
 and _____
 (dollars)

 (cents)
 (\$ 4,700-)

The Total Amount of ALTERNATE BID NO. 1 (Items 9 to 15, inclusive) is:

One Hundred Nine Thousand, One Hundred Twenty Three Dollars
 (In Words)

and _____ Cents (\$ 109,123-)
 (In Words) (In Figures)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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ALTERNATE BID NO. 2 (Items 16 to 22)

16 Sewer Line Chemical Root Treatment

16a	285 l.f.	Chemical root treatment of 8-inch sewers, per linear foot	\$ <u>570-</u>
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_____ Two _____
 and (dollars)

 _____ (cents)
 (\$ 2-)

17 Cured-in-Place Pipe

17a	2,288 l.f.	Cured-in-place pipe for 8-inch sewers, per linear foot	\$ <u>73,216-</u>
-----	------------	--	-------------------

_____ Thirty Two _____
 and (dollars)

 _____ (cents)
 (\$ 32-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
17b	178 l.f.	Cured-in-place pipe for 10-inch sewers, per linear foot	\$ <u>6,230-</u>
		<u>Thirty Five</u> and (dollars) _____ _____ (\$ <u>35-</u>)	
17c	67 services	Grout reinstated service connections in 8-inch to 10-inch pipe, per service	\$ <u>28,475-</u>
		<u>Four Hundred Twenty Five</u> and (dollars) _____ _____ (\$ <u>425-</u>)	
18		Structural Cured-in-Place Pipe	
18a	392 l.f.	Structural cured-in-place pipe for 8-inch sewers, per linear foot	\$ <u>11,760-</u>
		<u>Thirty</u> and (dollars) _____ _____ (\$ <u>30-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
18b	123 l.f.	Structural cured-in-place pipe for 10-inch sewers, per linear foot	\$ <u>4,305-</u>
		<u>Thirty Five</u> and (dollars) _____ (cents) (\$ <u>35-</u>)	
18c	10 services	Grout reinstated service connections in 8-inch to 10-inch pipe, per service	\$ <u>4,250-</u>
		<u>Four Hundred Twenty Five</u> and (dollars) _____ (cents) (\$ <u>425-</u>)	
19		Service Connection Rehabilitation	
19a	4 services	Cut protruding service connections, per service	\$ <u>2,200-</u>
		<u>Five Hundred Fifty</u> and (dollars) _____ (cents) (\$ <u>550-</u>)	

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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20 Sewer Manhole Rehabilitation

20a	76 v.f.	Cementitious lining of manholes, per vertical foot	\$ <u>11,400-</u>
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One Hundred Fifty
 and (dollars)
150-
 (\$ (cents))

20b	7 manholes	Grout and patch manholes to stop leaks, per manhole	\$ <u>5,600-</u>
-----	------------	---	------------------

Eight Hundred
 and (dollars)
800-
 (\$ (cents))

21 Post Construction Flow Isolation

21a	2,981 l.f.	Post construction flow isolation of 8-inch to 10-inch sewers, per linear foot	\$ <u>2,981-</u>
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One
 and (dollars)
1-
 (\$ (cents))

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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22		Mobilization	
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22a	1 l.s.	Mobilization, lump sum (not more than 5% of Items 16 to 21)	\$ <u>7,500-</u>
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and Seven Thousand, Five Hundred
(dollars)
(cents)
(\$ 7,500-)

The Total Amount of ALTERNATE BID NO. 2 (Items 16 to 22, inclusive) is:

One Hundred Fifty Eight Thousand Four Hundred Eighty Seven
(In Words) Dollars

and — Cents (\$ 158,487-)
(In Words) (In Figures)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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24 Structural Cured-in-Place Pipe

24a	244 l.f.	Structural cured-in-place pipe for 8-inch sewers, per linear foot	\$ <u>7,808-</u>
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_____ Thirty Two _____
and (dollars)

(cents)
(\$ 30-)

24b	5 services	Grout reinstated service connections in 8-inch pipe, per service	\$ <u>2,125-</u>
-----	------------	--	------------------

_____ Four Hundred Twenty Five _____
and (dollars)

(cents)
(\$ 425-)

25 Sewer Manhole Rehabilitation

25a	151 v.f.	Cementitious lining of manholes, per vertical foot	\$ <u>22,650-</u>
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_____ One Hundred Fifty _____
and (dollars)

(cents)
(\$ 150-)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
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26 Post Construction Flow Isolation

26a	1,503 l.f.	Post construction flow isolation of 8-inch to 15-inch sewers, per linear foot	\$ <u>1,503-</u>
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and One
(dollars)

(cents)
(\$ 1-)

27 Mobilization

27a	1 l.s.	Mobilization, lump sum (not more than 5% of Items 23 to 26)	\$ <u>5,000-</u>
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and Five Thousand
(dollars)

(cents)
(\$ 5000-)

The Total Amount of ALTERNATE BID NO. 3 (Items 23 to 27, inclusive) is:

One Hundred Nineteen Thousand, Four Hundred Twenty Two Dollars
(In Words)

and — Cents (\$ 119,422-)
(In Words) (In Figures)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

Item No.	Estimated Quantity*	Bid Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figure
TOTAL AMOUNT OF BASE BID (Items 1 to 8)			
		<u>\$ Seven Hundred Thousand, One Hundred Thirty Five Dollars and Thirty Cents</u> (In Words)	<u>(\$ 700,135.30)</u> (In Figures)
TOTAL AMOUNT OF BASE BID PLUS ALTERNATE BID NO. 1 (Items 1 to 15)			
		<u>\$ Eight Hundred Nine Thousand, Two Hundred Fifty Eight Dollars and Thirty Cents</u> (In Words)	<u>(\$ 809,258.30)</u> (In Figures)
TOTAL AMOUNT OF BASE BID PLUS ALTERNATE BID NO. 1 PLUS ALTERNATE BID NO. 2 (Items 1 to 22)			
		<u>\$ Nine Hundred Sixty Seven Thousand, Seven Hundred Forty Five Dollars and Thirty Cents</u> (In Words)	<u>(\$ 967,745.30)</u> (In Figures)
TOTAL AMOUNT OF BASE BID PLUS ALTERNATE BID NO. 1 PLUS ALTERNATE BID NO. 2 PLUS ALTERNATE BID NO.3 (Items 1 to 27)			
		<u>\$ One Million, Eighty Seven Thousand, One Hundred Sixty Seven Dollars and Thirty Cents</u> (In Words)	<u>(\$ 1,087,167.30)</u> (In Figures)

*Quantity assumed for comparison of bids.

**The unit price in Item 4a is the minimum allowed for rock excavation and disposal. The bidder may add to the minimum in Item 4b.

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy between the prices written in words and those written in figures, the amount shown in words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all of the items (the computed contract price), the unit prices shall govern.

The above unit prices shall include all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary 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 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

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 attached in Section 00520 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200 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 prices in accordance with Section 00610 PERFORMANCE BOND, Section 00615 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

The selected Contractor shall monitor the developing COVID-19 situation and follow guidelines recommended by the State of Massachusetts and Centers for Disease Control (CDC). The selected Contractor shall operate safely by implementing health precautions and comply with any local/state/federal mandates that arise.

The undersigned offers the following information as evidence of its 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 73 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:

Steven A. Granese, President/Treasurer; 19 Yorkshire Rd; Marblehead, MA 01945

Steven G. Granese, Sec/Clerk/V.P.; 18 Yorkshire Rd; Marblehead, MA 01945

(Attach supplementary list if necessary)

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

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a. 11/19	Sewer Replacement	\$1,001,888.00	Hayner/Swanson Inc. Paul Hayner SG	Paul Hayner	(603) 883-2057
b. 11/19	Parker Downstream Sewer Improvements	\$3,596,567.57	Stantec	Victor Olson	(978) 577-1419
c. 6/18	Terrace Hall Sewer	\$1,824,275.22	Weston & Sampson	Patrick Terrien	(978) 532-1900
d. 11/17	CSD III Project 7 Sewer Main/Drain	\$4,192,261.00	NE Civil Engineering	William Ross	(978) 741-7401
e. 8/17	2017 Sewer Installation	\$2,142,426.93	Beta Group	Andrew Dennehy	(781) 255-1982
f. 9/15	Aspen St. Sewer	\$1,164,947.63	Newton Engineering	Lou Taverna	(617) 796-1089

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Equal Employment Opportunity polices of the Massachusetts Water Resources Authority (MWRA) are applicable to this Contract. The Contractor shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Contractor shall make positive efforts to achieve: (1) a minority employee work force goal of 15.3 percent, (2) a woman employee work force goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum, the Contractor should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements to be performed under the project.

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

The undersigned Bidder hereby certifies that (1) it 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.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder;

Respectfully submitted:

Date July 23, 2020

By *Steven A. Granese*
Steven A. Granese, President
Incorporated in Massachusetts (Signature)
Steven A. Granese, President
(Name - Typed or Printed)
President
(Title)
N. Granese & Sons, Inc.
(Business Name)
04-2536357
(Federal ID Number)
59 Jefferson Ave.
(Business Address)
Salem, MA 01970
(City and State)
(781) 592-8121
(Telephone Number)
(781) 631-8466
(Fax Number)

(SEAL - if bid is by a corporation)

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the Town of Arlington, Massachusetts, hereinafter called "OWNER," acting herein through its Town Manager, and doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* 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:

**PHASE # 12 SANITARY SEWER REHABILITATIONS
BID INVITATION NO. 20-32**

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE STATUTES AND REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the Base Bid within 65 consecutive days, or if selected, the contract duration for the Base Bid and Alternate No. 1 within 85 consecutive days, or if selected the contract duration for the Base Bid and Alternate No. 1 and No. 2 within 115 consecutive days, or if selected the contract duration for the Base Bid and Alternate No. 1 and No. 2 and Alternate No. 3 within 130 consecutive days. Warranty inspections for all bids shall be complete within 21 consecutive days from the start of warranty inspections. Final paving shall be completed prior to May 15, 2021 and as required by the ENGINEER. The Bidder further agrees to pay as liquidated damages the sum of \$1,450.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section

00800, SUPPLEMENTARY CONDITIONS. Liquidated damages shall apply to both the contract duration and warranty inspection duration.

Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Equal Employment Opportunity polices of the Massachusetts Water Resources Authority (MWRA) are applicable to this Contract. The Contractor shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Contractor shall make positive efforts to achieve: (1) a minority employee work force goal of 15.3 percent, (2) a woman employee work force goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum, the Contractor should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements to be performed under the project.

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

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.

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

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the

awarding authority, 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 contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

The Bidder hereby agrees that if selected as the Contractor, it shall monitor the developing COVID-19 pandemic, follow guidelines recommended by the State of Massachusetts and Centers for Disease Control (CDC), operate safely by implementing health precautions, and comply with any local/state/federal mandates that arise.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

By Town of Arlington, Massachusetts
(Owner)

(Signature)

Adam W. Chapdelaine
(Name)

Town Manager
(Title)

By _____
(Contractor)

(Signature)

(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 Town of Arlington, Massachusetts 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, Steven G. Graner, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
N-Granese & Sons, Inc. and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on Jan. 2, 2020, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Steven A. Granese, President

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: [Signature]
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: July 17, 2026
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

N. Granese & Sons, Inc.

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

Laborers, Pipe Layers, Hoisting Engineers, Backhoe/Front End Loader
operator, 3 1/2 AXE Equipment Driver

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Steven A. Granese

Signature of authorized representative of Contractor

7/23/2020

Date

Steven A. Granese, President

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

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

Signature Steven A. Granese

Date July 23, 2020

Steven A. Granese, President
Print Name & Title

N. Granese & Sons, Inc.
Company Name

CERTIFICATE OF TAX COMPLIANCE

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

Steven A. Granese, President, authorized signatory for N. Granese & Sons, Inc.
Name of individual *Name of 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.

Steven A. Granese
Signature Steven A. Granese, President

July 23, 2020
Date

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work and that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature Steven A. Granese

Date July 23, 2020

Steven A. Granese, President
Print Name & Title

N. Granese & Sons, Inc.
Company Name

TOWN OF ARLINGTON, MASSACHUSETTS
PHASE #12 SANITARY SEWER REHABILITATIONS PROJECT

ADDENDUM NO. 1

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To be considered as part of the contract drawings and specifications for the Arlington, MA - Phase #12 Sanitary Sewer Rehabilitations Project:

QUESTIONS AND ANSWERS

1. Question: Item No 1g – Is this abandon in place or remove?

Answer: Item No. 1g – Abandon existing drains is intended for existing storm drain pipes to be abandoned in place. Abandonment shall be performed as described in Section 02222 – Abandonment of Drains. Abandonment shall be paid for as specified in Section 01270 – Measurement and Payment, paragraph 1.02.C.

2. Question: Items 3a & 3b - are these two calculated together to come up with a manhole price? For instance, 2 manholes with 12 vf depth? Should my total manhole price be those combined or are they totally separate line items?

Answer: Items 3a and 3b are related line items.

As specified in Section 01270 – Measurement and Payment, Section 1.04 – Precast Manholes and Appurtenances, paragraph B,

"1. Type A - 4.0 ft. diameter precast concrete sewer manhole, bases, frames, and covers shall be measured per manhole installed in place.

6. The work under this item shall be paid at the contract unit price under Item 3a."

As specified in Section 01270 – Measurement and Payment, Section 1.04 – Precast Manholes and Appurtenances, paragraph C,

"1. Precast concrete manhole walls and cones shall be measured per vertical foot installed in place. Measurement shall be based on the vertical distance from the invert of the pipeline to the top of the completed frame at finished grade.

3. The work under this item shall be paid at the contract unit price under Item 3b."

3. Question: Is there any test bore or soil log information available?

Answer: No, there is no test bore or soil log information available. Test pits may be performed at the request or with the approval of the Engineer.

4. Question: What is the deadline for questions on the Arlington Phase #12 job?

Answer: As specified in Section 00200 – Instructions to Bidders, Section 9 – Addenda and Interpretations,

“Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 55 Walkers Brook Drive, Reading, Massachusetts 01867 Attention: CSD, or sent via email to davida@wseinc.com and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.”

SPECIFICATIONS

Section 01270 – Measurement and Payment

DELETE paragraph 1.02.C.3, and REPLACE with the following:

3. The work under this section shall be paid at the contract unit price under Item 1g.

DELETE paragraph 1.02.D.3, and REPLACE with the following:

3. The work under this section shall be paid at the contract unit price under Item 1h.

END OF ADDENDUM

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

- 7. Will not discriminate in their employment practices;
- 8. Intends to use the following listed construction trades in the work under the contract:

and

- 9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION