

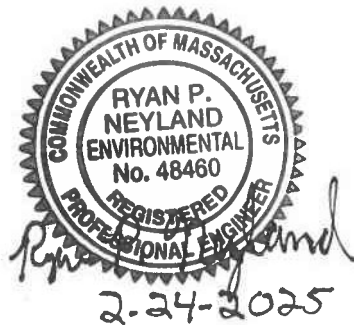
CITY OF ATTLEBORO, MASSACHUSETTS

DOCUMENTS AND SPECIFICATIONS

FOR THE

WADING RIVER WATER TREATMENT PLANT
(DWSRF-16764)

CONTRACT NO. 10



TATA & HOWARD, INC.

CONSULTING ENGINEERS

67 FOREST STREET

MARLBOROUGH, MASSACHUSETTS

FEBRUARY 2025

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SECTION 00030

ADVERTISEMENT FOR BIDS

The City of Attleboro, Water Department (“Owner”) shall receive sealed General Bids at the Attleboro City Hall, Capital Projects Office, 77 Park Street, Attleboro, MA 02703 for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, until 10:00 AM prevailing time, Wednesday, April 9, 2025, at which time bids will be opened and publicly read aloud. Bids submitted after this time will not be accepted. Only bids submitted by prequalified bidders in accordance with M.G.L. c. 149, Section 44D½, subsections (a) to (j) inclusive, will be accepted.

The City of Attleboro, Water Department shall receive sealed filed sub-bids at the Attleboro City Hall, Capital Projects Office, 77 Park Street, Attleboro, MA 02703 for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, until 10:00 AM prevailing time, Wednesday, March 26, 2025, at which time sub-bids will be opened and publicly read aloud. Sub-bids submitted after this time will not be accepted. Only sub-bids submitted by prequalified bidders in accordance with M.G.L. c. 149, Section 44D¾, subsections (a) to (j) inclusive, will be accepted.

Sub-bids will be required on the work described in the following Sections and/or Divisions of the contract specifications:

Category	Reference Specification Section
Masonry	04101
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Glass and Glazing	08801
Tile	09301
Acoustical Tile	09501
Resilient Floors	09701
Painting	09901
Fire Protection	15301
Plumbing	15401
Heating, Ventilation, and Air Conditioning	15501
Electrical	16101

A non-mandatory pre-bid conference will be held at the City of Attleboro, Water Department office, 1296 West Street, Attleboro, Massachusetts at 10:00 AM prevailing time, Wednesday, March 12, 2025.

The Work of this Contract generally consists of the construction of a 2.0 million gallon per day (mgd) water treatment plant (WTP) for the existing surface water supply. The WTP will utilize magnetic ion-exchange (MIEX) treatment, GreensandPlus filtration, PFAS contactors, disinfection, chemical feed systems, pumps, and appurtenances. Building components including HVAC, plumbing, fire sprinkler system, and electrical equipment shall be incorporated into the new WTP. Additional work will include the site work, utilities installation, below-grade concrete tanks and foundation, masonry building, and finishes. Additive Alternate A includes demolition of the existing chemical feed facility and existing chlorine contact tank, and removal of equipment and concrete pads inside the existing pump station.

The Work shall be Substantially Completed within 730 consecutive calendar days from the date fixed in the Notice to Proceed and completed in full and ready for final payment within 800 consecutive calendar days from the date fixed in the Notice to Proceed in accordance with paragraph 15.06 of the General Conditions.

Contract Documents may be obtained electronically through Tata & Howard, Inc. by contacting Matthew Tibbetts through email at AttleboroBid@tataandhoward.com

Bidders must meet the minimum experience requirements set forth in Article 3 of the Instructions to Bidders (Section 00100) in the Contract Documents.

Each bid and sub-bid shall be accompanied by a bid security in the amount of 5% of the total bid amount and in the form described in the Instructions to Bidders.

A Performance Bond and Labor and Materials Payment Bond, each in the amount of 100 percent of the Contract Price, will be required in the form described in the Instructions to Bidders.

Complete instructions for filing bids and sub-bids are included in the Instructions to Bidders. The bidding and award of the Contract will be under the provisions of “Massachusetts General Law, Chapter 149, Sections 44A-44J (MGL c.149, ss.44A-44J).”

Each general bid must be accompanied by a DCAMM Certificate of Eligibility for Water and Sewerage Treatment Facilities and an Update Statement (Form CQ3) in accordance with MGL c. 149, s44D. Each filed sub-bid must be accompanied by a DCAMM Certificate of Eligibility and Update Statement (Form CQ3) for the respective trade in accordance with MGL c. 149, s44D and s44F.

Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid to the construction contract. The goals for this project are a minimum of 4.2 percent D/MBE participation and 4.5 percent D/WBE participation by certified DBEs. The two low bidders shall submit completed DBE forms (EEO-DEP-190C, EEO-DEP-191C and the DBE Certification of United States Citizenship form) by the close of business on the third business day after bid opening. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. No waiver of any provision of this section will be granted unless approved by the Department of Environmental Protection (MassDEP).

Minimum Wage Rates as determined by the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

This project requires compliance with the Department of Environmental Protection’s Diesel Retrofit Program.

This project is funded in part by the Massachusetts Clean Water Trust (the “Trust”).

No bidder may withdraw his bid within 30 days (Saturdays, Sundays and legal holidays excluded) after the actual date of the opening of the general bids.

If the bidder views/obtains the Contract Documents from a source other than those noted in this Advertisement for Bids, the accuracy and/or completeness of the Contract Documents cannot be guaranteed and the bidder assumes the responsibility for obtaining any additional information regarding the project, including addenda that may be required for bidding. Failure to acknowledge addenda issued during bidding may render a bid or sub-bid as non-responsive.

A copy of this advertisement is available on the Massachusetts Newspaper Publishers Association (MNPA) website (<http://masspublicnotices.org>).

The Owner reserves the right to reject any or all bids, to accept any bid, or to waive any informality on bids received.

CITY OF ATTLEBORO, WATER DEPARTMENT

END OF ADVERTISEMENT FOR BIDS

SECTION 00100

INSTRUCTIONS TO BIDDERS

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SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – INTRODUCTION AND DEFINED TERMS

- 1.01 The City of Attleboro Water Department (“Owner”) has invited bids in accordance with Section 00030, Advertisement for Bids, a copy of which is bound herewith.
- 1.02 These Instructions to Bidders, Section 00100 (“Instructions”) are intended to assist bidders in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which bids are submitted and received.
- 1.03 The bidding and the award of the Contract and subcontracts shall be in full compliance with Chapter 149, Sections 44A to 44J inclusive of the General Laws of the Commonwealth of Massachusetts (M.G.L.) as last revised. Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other Contract Documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries in any material particular, and shall in no respect supersede, expand or limit rights or duties of the Owner or bidders in matters governed by statute.

Bids from general bidders shall be for the complete project as specified and shall include the names of all sub-bidders designated in the Form for General Bid, and the bidder shall be selected on the basis of such bid. Each proposed Contract Price shall be divided into two parts.

- A. Item No. 1: The work of the general bidder being all work other than that covered by Item No. 2.
- B. Item No. 2: The work of all sub-bidders and the sub-bid prices therefor as listed in the Form for General Bid attached hereto.
- 1.04 Terms used in these Instructions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions have the meaning indicated below which are applicable to both the singular and plural thereof, and are gender inclusive.

- A. Bidder – An individual or entity that submits a bid to Owner. This includes general bidder and sub-bidder (filed sub-bidder).
- B. Apparent Low Bidder – That general bidder whose bid as offered in the Form for General Bid represents the lowest total as determined by the proposed Contract Price.
- C. Contract Price – The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- D. Successful Bidder – The bidder whose bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

ARTICLE 2 – BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents can be obtained by following the procedure outlined in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D¹/₂, subsections (a) to (j) inclusive, and sub-bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.
- 3.02 Each bidder must be prepared to submit within five days after bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each bid must contain evidence of bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of contract.
- 3.02 The Owner and/or Engineer may make such investigation as deemed necessary to determine the ability of bidder to perform the work, and bidder shall furnish to Owner all such information for this purpose as Owner may request.
 - A. No award will be made to any bidder who cannot meet all of the following requirements. Bidder:
 - 1. Shall not have defaulted on any contract within three years prior to the bid date.
 - 2. Shall maintain a permanent place of business.
 - 3. Shall have adequate personnel and equipment to perform the work expeditiously.
 - 4. Shall have suitable financial status to meet obligations incident to the work.
 - 5. Shall have appropriate technical experience satisfactory to Owner in the class of work involved.
 - 6. Shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
 - 7. Shall not have failed to perform satisfactorily on contracts of a similar nature.
 - 8. Shall not have failed to complete previous contracts on time.
- 3.03 Owner reserves the right to reject any bid or sub-bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy Owner that such bidder or sub-bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated.
- 3.04 Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Article 17 – BASIS OF AWARD AND AWARD OF CONTRACT.

ARTICLE 4 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.01 It is the responsibility of each bidder before submitting a bid;
- A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents.
 - B. To visit the site to become familiar with and satisfy bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
 - D. To study and carefully correlate bidder's knowledge and observations with the Contract Documents and such other related documents.
 - E. To promptly notify Engineer in writing of all conflicts, errors, ambiguities or discrepancies which bidder has discovered upon examination of the Contract Documents, related documents, the site or local conditions.
- 4.02 Surveys and investigative reports of subsurface or other physical conditions at the site which have been relied upon in preparing the Contract Documents are identified therein. These reports are not guaranteed or warranted as to their accuracy or completeness.
- 4.03 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.04 Upon written request, Owner will provide each bidder access to the site to conduct such reasonable examinations, investigations, explorations, tests and studies as each bidder reasonably deems necessary for submission of a bid as long as it does not violate existing permit conditions. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies. Bidder shall contact the Owner a minimum of 24 hours prior to making any site visits.
- 4.05 The submission of a bid will constitute an incontrovertible representation by bidder that it has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that bidder has discovered in the Contract Documents, related documents, the site or local conditions, and the written resolutions thereof by Engineer are acceptable to bidder and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work of this Contract.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A non-mandatory pre-bid conference will be held at the City of Attleboro Water Department office, 1296 West Street, Attleboro, Massachusetts at 10:00 AM prevailing time, Wednesday, January 8, 2025.

ARTICLE 6 – AVAILABILITY OF LANDS FOR WORK, ETC.

- 6.01 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions and requests for information about the meaning or intent of the Bidding Documents are to be submitted in writing to the Engineer, Tata & Howard, Inc., attention Matthew Tibbets, through email at WadingRiverWTPbid@tataandhoward.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by written addenda delivered to all parties recorded by Engineer as having received the Bidding Documents. Bidders will be required to submit an Addendum Receipt Acknowledgement Form within two calendar days of receiving the addendum.
- 7.02 Questions received less than five business days prior to the date fixed for opening of bids will not be answered. Only changes by formal written addenda shall become part of the Contract Documents. Oral and other interpretations or clarifications will be without legal effect.
- 7.03 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 Each bid and sub-bid must be accompanied by bid security made payable to Owner in an amount of five percent of bidder's maximum proposed Contract Price and in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check, issued by a surety authorized to do business in the Commonwealth of Massachusetts. Bid security shall be sealed in a separate envelope from the bid or sub-bid and then attached to the envelope containing the bid. The Owner shall reject any bid or sub-bid which is not accompanied by a bid security as prescribed in the applicable Massachusetts General Law.
- 8.02 All bid securities of general bidders, except those of the three lowest responsible and eligible general bidders, will be returned within five days, (Saturdays, Sundays and legal holidays excluded) after the opening of general bids. All bid securities will be returned upon the execution of the Agreement or, if no award is made, upon the expiration of the time prescribed in the applicable Massachusetts General Law for making an award, unless forfeited under the conditions herein stipulated. In the case a general bidder to whom a contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory performance and payment bonds in accordance with M.G.L. c. 149, Section 44E, the bid security shall become the property of the Owner, as liquidated

damages, provided that the amount forfeited to Owner shall not exceed the difference between the proposed Contract Price of said general bidder and that of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general bidder, the bid security shall be returned to the general bidder.

- 8.03 All bid securities of sub-bidders, except those of the sub-bidders named in the general bids of the lowest three responsible and eligible general bidders and those of the three lowest responsible and eligible sub-bidders for each sub-trade, will be returned within five days, (Saturdays, Sundays and legal holidays excluded), after the opening of the general bids. The bid security of sub-bidders not returned pursuant to the preceding sentence shall be returned within five days, (Saturdays, Sundays and legal holidays excluded), after the execution of the Agreement; except that, if a selected sub-bidder fails to execute a sub-contract with the general bidder selected as the general contractor, contingent upon the execution of the Agreement, and, if required to do so pursuant to the prequalification process under M.G.L. c. 149, Section 44D¾ or if requested to do so in the general bid by such general bidder, to furnish a performance and payment bond as stated in its sub-bid in accordance with M.G.L. c. 149, Section 44F, the bid security of that sub-bidder shall become the property of the Owner, as liquidated damages, provided that the amount forfeited to Owner shall not exceed the difference between the proposed sub-bid price and the sub-bid price of the next lowest responsible and eligible sub-bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error or a substantial nature, or other unforeseen circumstances affecting any such sub-bidder, the bid security shall be returned to the sub-bidder.
- 8.04 In addition to the provisions for the return of bid securities in Article 8 of these Instructions, upon a receipt of a bid bond in an amount not less than the amount of the required bid security, the Owner shall return any bid security of a bidder forthwith after public opening of bids. The bid bond shall be in an amount and in the form provided in Article 8.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be Substantially Completed, and completed in full (Final Completion) and ready for final payment are set forth in the Form for General Bid and the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Form for General Bid and the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor, if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Form for General Bid and Form for Sub-Bid and other attachments are included with the Bidding Documents. No substitution of forms will be allowed.
- 12.02 All blanks on the Form for General Bid and Form for Sub-Bid must be completed by typing or printing words and figures where required. The bid and sub-bid for each item on the Form for General Bid and Form for Sub-Bid shall be stated in both words and figures. No substitution shall be made in the phraseology of the forms.
- 12.03 The bid and sub-bid shall state the legal name of the bidder or sub-bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder or sub-bidder to a contract. All names of person or persons signing the bid and sub-bid must be typed or printed in black ink below the signature.
- 12.04 Bids and sub-bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown above the signature.
- 12.05 Bids and sub-bids by partnerships must be executed in the partnership name and signed by a partner legally authorized to bind the bidder or sub-bidder to a contract, whose title must appear on the line below the signature.
- 12.06 The Form for General Bid and the Form for Sub-Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which must be filled in on the Form for General Bid and Form for Sub-Bid). Failure to acknowledge all addenda in the Form for General Bid and Form for Sub-Bid shall be cause for rejection of any bid and sub-bid if, in the sole discretion of the Owner, such acknowledged addenda contain matters of substance.
- 12.07 The address and telephone number for communications regarding the bid and sub-bid must be shown.
- 12.08 Each general bid must be accompanied by a DCAM Certificate of Eligibility for Water and Sewerage Treatment Facilities and an Update Statement (Form CQ3) in accordance with MGL c. 149, s44D. Each sub-bid must be accompanied by a DCAM Certificate of Eligibility for the respective trade and an Update Statement (Form CQ3) in accordance with MGL c. 149, s44D and s44F.
- 12.09 Each general bid and sub-bid must be accompanied by a Certificate of Compliance with Town Bylaw 3.55.

ARTICLE 13 – MODIFICATIONS AND WITHDRAWAL OF BIDS

- 13.01 Bids and sub-bids may be modified or withdrawn by the bidder or its duly authorized representative by written notice received by the Owner at the place where bids are to be submitted at any time prior to the opening of bids. A bidder requesting to amend its bid or sub-bid after transmittal to the Owner may do so only by withdrawing the original bid and resubmitting another bid prior to the time for opening of bids.

- 13.02 If within twenty-four hours after bids or sub-bids are opened, any bidder files a sworn statement to the Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its bid, the Owner may permit the bidder to withdraw its bid and the bid security may be returned only as permitted by applicable law. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 14 – SUBMISSION OF BIDS

- 14.01 Bids shall be submitted at the time and place, and in the manner set forth in the Advertisement for Bids. Enclose bids in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which bid is submitted) and name and address of bidder. The bid security shall be sealed in a separate envelope from the bid and attached to the envelope containing the bid. If the bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it.
- 14.02 Each sub-bid shall be submitted as specified in Paragraph 14.01 above, on the Form For Sub-bid, and in addition, the notation “SUB-BID” and the name of the sub-trade for which the sub-bid is submitted shall be placed on the outside of the sealed envelope containing the sub-bid.
- 14.03 Only one bid or sub-bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any bidder or sub-bidder is interested in more than one bid or sub-bid for work contemplated, all bids or sub-bids in which such bidder or sub-bidder is interested will be rejected.

ARTICLE 15 – OPENING OF BIDS

- 15.01 Contract is being bid under Chapter 149 of the Massachusetts General Law as applicable.
- 15.02 Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders within seven days after the date of bid opening.

ARTICLE 16 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.01 The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

ARTICLE 17 – BASIS OF AWARD AND AWARD OF CONTRACT

- 17.01 If the Contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 30 days after the day of the bid opening, Saturdays, Sundays and legal holidays excluded.
- 17.02 Owner reserves the right to reject any or all bids and sub-bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid or sub-bid of any bidder if Owner believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid or sub-bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by Owner. Owner also reserves the right to waive all informalities,

in its sole discretion, to the maximum extent permitted by applicable law. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices, if applicable. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 17.03 In evaluating bids, Owner will consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Form for General Bid prior to the Notice of Award.
- 17.04 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.05 If the Contract is to be awarded, it will be awarded to lowest responsible and eligible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.
- 17.06 In the event of failure of the Successful Bidder to sign the Agreement and provide an acceptable performance and payment bond(s), insurance certificate(s), and other required documents, the Owner may award the contract to the next lowest, responsive, responsible Bidder.

ARTICLE 18 – FILED SUB-BIDS

- 18.01 As required by law, filed sub-bids for the following classes of work will be received at the time and place stated in the Advertisement for Bids.

Category	Reference Specification Section
Masonry	04101
Miscellaneous and Ornamental Iron	05101
Waterproofing, Dampproofing and Caulking	07101
Roofing and Flashing	07201
Metal Windows	08501
Glass and Glazing	08801
Tile	09301
Acoustical Tile	09501
Resilient Floors	09701
Painting	09901
Fire Protection Sprinkler Systems	15301
Plumbing	15401
Heating, Ventilation and Air Conditioning	15501
Electrical	16101

ARTICLE 19 – SUB-SUBLISTINGS

- 19.01 Sub-sub trades are categories of work within a filed sub-trade and are indicated in Paragraph E on the Form for Sub-Bid. Filed sub-bidders shall include the appropriate information for listed sub-categories in Paragraph E of the Form for Sub-Bid. If the filed sub-bidder customarily performs the work of the listed sub-sub trade(s) with its own workforce, then the sub-bidder should list its own name and trade, and leave the dollar amount blank. If the filed sub-bidder does not customarily perform the work of the listed sub-sub trade(s) with its own workforce, then the sub-bidder shall list

the name of the subcontractor performing the work, the trade and insert the dollar amount. The proposed contract price submitted by the filed sub-bidder on the Form for Sub-Bid shall include the cost of any sub-sub trades in Paragraph E of the Form for Sub-Bid.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 The General Conditions set forth Owner’s requirements as to performance and payment bonds and insurance.

ARTICLE 21 – EXECUTION OF AGREEMENT

21.01 When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Agreement and other appropriate documents. Within five days thereafter, (Saturdays, Sundays and legal holidays excluded) bidder shall sign and deliver the copies of the Agreement and attached documents to Owner with the required bonds and insurance certificates and policy wording/endorsements indicating evidence of insurance coverage required by the Contract Documents. If the Successful Bidder fails to execute the Agreement and to furnish the bonds within five days from the date of the Notice of Award, the Owner will be entitled to consider all rights arising out of the Owner’s acceptance of the Form for General Bid as abandoned and as a forfeiture of the bid bond. The Owner will be entitled to such other rights as may be granted by law.

ARTICLE 22 – SALES AND USE TAX

22.01 Materials and supplies used in the construction of this project will be exempt from the Commonwealth of Massachusetts sales and use tax. Owner shall provide a Certificate of Exemption Number. Bidders shall take this exemption into account in preparing their bid.

ARTICLE 23 – APPLICABLE LAWS, SAFETY AND HEALTH REGULATIONS

23.01 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety “Rules and Regulations for the Prevention of Accidents in Construction Operations” (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

23.02 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and safety Standards Act (PL-91-54).

23.03 An entity or individual performing any Work on the project shall comply with all applicable laws, rules, regulations, ordinances and standards.

ARTICLE 24 – GUARANTEE

24.01 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one year from the date of Substantial Completion except where a longer guarantee period is required in the Contract Documents or such longer time as Owner is permitted to the maximum extent of applicable law. The Contractor warrants and guarantees for a period of one year, or for the longer guarantee period, from the date of Substantial Completion of the system, that the completed system is free from all defects due to faulty materials or workmanship and the Contractor

shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, within five days from the receipt of such notice the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

- 24.02 The Contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of at least one year from and after the date of Substantial Completion and acceptance of the Work as stated in the final estimate and be applicable to the maximum amount of time allowed by law. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance," the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance or such longer time as Owner is permitted to the maximum extent of applicable law.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven days from the date of receipt of such notice, or having commenced fails to prosecute such Work with due diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor. This remedy is in addition to any other remedy that Owner may have pursuant to the terms of the Contract Documents and the payment and performance bonds provided by the Contractor.

ARTICLE 25 – PRE-CONSTRUCTION CONFERENCE

- 25.01 The Contractor shall not commence work until a conference has been held at which representatives of the Contractor, Engineer, and Owner shall be present. The pre-construction conference will be arranged by the Engineer who will also invite representatives of State and Federal Agencies having jurisdiction and applicable utility companies.

ARTICLE 26 – INCURRING COSTS

- 26.01 The Owner is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting the proposals for the Work requested in these Bidding Documents.

ARTICLE 27 – DRINKING WATER STATE REVOLVING FUND (DWSRF) REQUIREMENTS

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

- 27.02 Minimum Wage Rates as determined by the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.
- 27.03 Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an “Efficiency Guarantee Bond” or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.
- 27.04 This project is subject to the requirements of the Department of Environmental Protection’s Diesel Retrofit Program. Bidders must submit a signed and dated Statement of Intent to Comply form as part of their bid proposal documents.
- 27.05 This Project is Subject to the Build American, Buy America (BABA) Requirements.
- 27.06 This project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014.
- 27.07 Project signs or other means of publicizing the project to comply with the "Guidelines for Enhanced Public Awareness of SRF Assistance Agreements" issued by the United States Environmental Protection Agency on June 3, 2015, or the "Guidelines for Implementing the Bipartisan Infrastructure Law Signage Term and Condition for the State Revolving Fund Programs" issued by the United States Environmental Protection Agency on December 8, 2022, as applicable, regarding the use of signs or other methods of enhancing awareness of SRF project.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

1.01 SOIL BORINGS

- A. The soil borings show the type of material found at the exact location taken and do not necessarily indicate the type of soils or groundwater levels to be encountered in the performance of the work. It shall be the responsibility of the bidder to determine for himself annual and seasonal variations in groundwater levels which may affect his work.
1. Each bidder is expected to examine the site and compile a record of investigations and information and then, based upon his own inspections, interpretations and such other investigations as he may desire, decide for himself the character of materials to be encountered and excavated, the suitability of the materials to be used for backfilling and such purposes, groundwater and conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work.
 2. Groundwater table observations included in the soil boring logs were taken at the time of the boring installation and may or may not represent actual groundwater elevation at any given time due to its normal fluctuations.
- B. Soil borings are not intended as representations or warranties and it is expressly understood that neither the Owner nor the Engineer will be responsible for the accuracy drawn therefrom by the bidder.
1. This subsurface data is offered in good faith solely for the purpose of placing the bidder in receipt of all information available to the Owner.
 2. Technical Data, including soil boring logs, are included in Appendix A, and locations are denoted on the Contract Drawings.

Note: Technical Data, including subsurface soil information, is attached in Appendix A and includes the Geotechnical Engineering Report prepared by Sanborn, Head & Associates and soil boring logs.

END OF INFORMATION AVAILABLE TO BIDDERS

SECTION 00300

FORM FOR GENERAL BID

The Bid of _____ (hereinafter called "bidder"),

organized and existing under the laws of the State of _____

doing business as _____
(Insert "a corporation", "a partnership", or "an individual", as applicable)

to the City of Attleboro, Water Department (hereinafter called "OWNER")

In compliance with the Advertisement for Bids, bidder hereby proposes to perform all work for the construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Form for General Bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Form for General Bid has been arrived at independently, without consultation communication, or agreement, as to any matter relating to this Form for General Bid with any other bidder or with any competitor.

Bidder understands that only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D½, subsections (a) to (j) inclusive, shall be allowed to submit bids for this project, and only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D¾, subsections (a) to (j) inclusive, shall be allowed to submit sub-bids for this project. The Owner will not accept bids and sub-bids from bidders who were not previously prequalified.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice To Proceed and to Substantially Complete the Work within 730 consecutive calendar days thereafter and to complete the Work in full (Final Completion) within 775 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, and not as penalty, the sum of \$2,000 per day for each consecutive calendar day of delay in Substantial Completion of the Work and \$2,000 per day for each consecutive calendar day of delay in the Final Completion date of the Work beyond the periods listed herein.

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, located in Mansfield, Massachusetts, in accordance with the accompanying Contract Documents dated February 2025, prepared by Tata & Howard, Inc., for the Proposed Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

B. Bidder acknowledges receipt of the following Addenda:

Addendum #	_____	Dated:	_____
Addendum #	_____	Dated:	_____
Addendum #	_____	Dated:	_____
Addendum #	_____	Dated:	_____
Addendum #	_____	Dated:	_____

C. The subdivision of the Proposed Contract Price is as follows:

Item 1. (Work of the General Contractor)

Work of the General Contractor, including all work other than that covered by Item 2 is:

_____ Dollars
 (Words)
 (\$ _____)
 (Figures)

Item 2. (Work of the Sub-Bidders)

Division or Section/Sub-Trade	Name of Sub-Bidder	Sub-Bid Amount	Bond Req'd? Yes or No
Section 04101 Masonry		\$	
Section 05101 Miscellaneous and Ornamental Iron		\$	
Section 07101 Waterproofing, Dampproofing, and Caulking		\$	
Section 07201 Roofing and Flashing		\$	
Section 08501 Metal Windows		\$	
Section 08801 Glass and Glazing		\$	
Section 09301 Tile		\$	
Section 09501 Acoustical Tile		\$	
Section 09701 Resilient Floors		\$	
Section 09901 Painting		\$	
Section 15301 Fire Protection		\$	
Section 15401 Plumbing		\$	
Section 15501 Heating, Ventilating, and Air Conditioning		\$	
Section 16101 Electrical		\$	

The total of Item 2 (Work of all the Sub-Bidders), including all work other than that covered by Item 1 is:

_____ Dollars
 (Words)
 (\$ _____) (Figures)

D. The Proposed Contract Price being the sum of Items 1 and 2 is:

_____ Dollars
(Words)

(\$ _____)
(Figures)

E. Additive Alternates: The Bidder agrees that the Owner may choose, at his option, to add the following alternates in the order presented, the contract price being adjusted accordingly:

Additive Alternate A

Item 1A. (Work of the General Contractor)

The work associated with demolition of the existing chemical feed station and existing chlorine contact tank including all work by the electrical sub-contractor to disconnect equipment, permits, removal of concrete pads, disconnection and proper capping of water and waste lines, proper disposal of all equipment and waste including any remaining fuel oils for the generator within the existing chemical feed building and fuel tanks within the existing pump station, and installation of new concrete floor where equipment and concrete pads are removed all outlined within the contract documents.

_____ Dollars
(Words)

(\$ _____) (Figures)

Item 2A. (Work of the Sub-Bidders)

Division or Section/Sub-Trade	Name of Sub-Bidder	Sub-Bid Amount	Bond Req'd? Yes or No
Section 16101 Electrical		\$	

The total of Item 2A (Work of all the Sub-Bidders), including all work other than that covered by Item 1A is:

_____ Dollars
(Words)

(\$ _____) (Figures)

D. The Proposed Additive Alternate A Price being the sum of Items 1A and 2A is:

_____ Dollars
(Words)

(\$ _____)
(Figures)

F. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of 100% of the total contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the 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 which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof. 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, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

The bidding and the award of the Contract shall be in full compliance with the applicable sections of M.G.L. c.149, s44D (1) (b) and s44E (2) (3) of the General Laws of the Commonwealth of Massachusetts as last revised.

Bidder understands that the Owner reserves the right to reject any or all bids, to accept any bid, or to waive any informality on bids received.

Bid security in the form of a bid bond, or cash, or certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions to Bidders, has been attached to this bid.

The bid security, attached, in the sum of:

(Words)

Dollars (\$ _____) is to become the property of the Owner, in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

Pursuant to M.G.L.c.62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax Returns and paid all State Taxes required under law.

The undersigned bidder hereby certifies he/she will comply with the specific affirmative action steps contained in the Equal Employment Opportunity and Affirmative Action (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.

Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.usgovxml.com/dataservice.aspx?ds=EPLS are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.

The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System.

The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

Date _____

If the Bidder is a corporation, indicate State of incorporation, and affix corporate seal.

_____	By: _____
(Name of Bidder)	(Signature)
_____	_____
(Federal Employer Identification No.)	(Name of Person Signing Bid and Title)
_____	_____
(Business Address)	(Title)
_____	_____
(City and State)	(Date)
_____	By: _____
(Name of Bidder)	(Signature)
_____	_____
(Federal Employer Identification No.)	(Name of Person Signing Bid and Title)
_____	_____
(Business Address)	(Title)
_____	_____
(City and State)	(Date)

Bidders shall submit the following completed forms with their bid:

1. DCAMM Certificate of Eligibility and Update Statement
2. Bid Security (Section 00410)
3. DEP's Diesel Retrofit Program Statement of Intent to Comply (Page 6, Section 00300)
4. Certificate of Non-Collusion (Section 00411)
5. Certificate of Tax Compliance (Section 00412)
6. Certificate of Authority (If Bid is By Corporation) (Section 00413)
7. DBE Schedule of Participation (EEO-DEP-190) (Section 00820D)
8. DBE Letter of Intent for SRF Construction (EEO-DEP-191C) (Section 00820D)
9. DBE Request for Waiver (EEO-DEP-490C), if necessary (Section 00820D)

Failure to submit the DCAMM Certificate of Eligibility and Update Statement, Bid Security, DEP's Diesel Retrofit Program Statement of Intent to Comply, Certificate of Non-Collusion, Certificate of Tax Compliance, Certificate of Authority (If Bid is By Corporation), DBE Schedule of Participation, DBE Letter of Intent for SRF Construction, and DBE Request for Waiver (if necessary), with the Form for General Bid may be cause for rejection of the Form for General Bid.

Forms No. 7 through 9 are located in Section 00820D of the Specifications.

END OF FORM FOR GENERAL BID

STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit: City of Attleboro, Water Department SRF Project No. 16764

Contract No. 10 Contract Title: Wading River Water Treatment Plant

Bidder: _____

The undersigned, on behalf of the above-named bidder, agrees that, if awarded the Contract:

- 1. The bidder shall comply with the Department of Environmental Protection’s (“DEP”) Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;
- 2. The bidder shall require all subcontractors to comply with DEP’s Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and
- 3. The bidder shall submit and shall require each subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to DEP (NAME and ADDRESS) and the bidder within 10 days of the bidder being notified that it has been awarded the Contract. The bidder shall require each subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

(Signature of Bidder’s Authorized Representative) (Date)

SECTION 00305A
FORM FOR SUB-BID
MASONRY

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 04101 entitled MASONRY FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department for the Contract Sum of,

_____ Dollars

(Words)

(\$ _____).

(Figures)

- B. This sub-bid includes addenda numbered _____ through _____ inclusive.

- C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, since prequalification is required pursuant to section 44D³/₄, sub-bidder shall provide a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____

Engineer or Architect: _____

General Contractor: _____

Amount of Contract: _____

(c) Project: _____

Engineer or Architect: _____

General Contractor: _____

Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)

Bank Representative: _____

Address: _____

Telephone No.: _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-Bidder)	By: _____ (Signature)
(Federal Employer Identification No.)	(Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305B

FORM FOR SUB-BID

MISCELLANEOUS AND ORNAMENTAL IRON

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 05101 entitled MISCELLANEOUS AND ORNAMENTAL IRON FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars

(Words)

(\$ _____).

(Figures)

B. This sub-bid includes addenda numbered _____ through _____ inclusive.

C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By:	(Name of Person Signing Bid and Title)
(Business Address)		(Title)
(City and State)		(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305C

FORM FOR SUB-BID

WATERPROOFING, DAMPPROOFING AND CAULKING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 07101 entitled WATERPROOFING, DAMPPROOFING AND CAULKING FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Words)

(\$ _____).
(Figures)

B. This sub-bid includes addenda numbered _____ through _____ inclusive.

C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305D
FORM FOR SUB-BID
ROOFING AND FLASHING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 07201 entitled ROOFING AND FLASHING, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars

(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

() may be used by any general bidder except:

() may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D^{3/4}, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305E
FORM FOR SUB-BID
METAL WINDOWS

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 08501 entitled METAL WINDOWS FILED SUB-BIDS, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

(__) may be used by any general bidder except:

(__) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By:	(Name of Person Signing Bid and Title)
(Business Address)		(Title)
(City and State)		(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305F
FORM FOR SUB-BID
GLASS AND GLAZING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 08801 entitled GLASS AND GLAZING FILED SUB-BIDS, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

() may be used by any general bidder except:

() may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305G
FORM FOR SUB-BID

TILE

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 09301 entitled TILE FILED SUB-BIDS, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

(__) may be used by any general bidder except:

(__) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D^{3/4}, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By:	(Name of Person Signing Bid and Title)
(Business Address)		(Title)
(City and State)		(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305H
FORM FOR SUB-BID
ACOUSTICAL TILE

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 09501 entitled ACOUSTICAL TILE FILED SUB-BIDS, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

(__) may be used by any general bidder except:

(__) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By:	(Name of Person Signing Bid and Title)
(Business Address)		(Title)
(City and State)		(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305I
FORM FOR SUB-BID
RESILIENT FLOORS

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 09701 entitled RESILIENT FLOORS FILED SUB-BIDS, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars

(Figures)

(\$ _____).

- B. This sub-bid includes addenda numbered ____ through ____ inclusive.

- C. This sub-bid

() may be used by any general bidder except:

() may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:

1. Have been in business under present business name _____ years.
2. Ever failed to complete any work awarded? _____
3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____

Engineer or Architect _____

General Contractor: _____

Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305J
FORM FOR SUB-BID
PAINTING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 09901 entitled PAINTING FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Words)

(\$ _____).
(Figures)

- B. This sub-bid includes addenda numbered _____ through _____ inclusive.

- C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

_____	By: _____
(Name of Sub-bidder)	(Name of Person Signing Bid and Title)
_____	_____
(Business Address)	(Title)
_____	_____
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305K
FORM FOR SUB-BID
FIRE PROTECTION

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 15301 entitled FIRE PROTECTION FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Words)

(\$ _____).
(Figures)

B. This sub-bid includes addenda numbered _____ through _____ inclusive.

C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305L
FORM FOR SUB-BID
PLUMBING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 15401 entitled PLUMBING FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars

(Words)

(\$ _____).

(Figures)

- B. This sub-bid includes addenda numbered _____ through _____ inclusive.

- C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305M

FORM FOR SUB-BID

HEATING, VENTILATION AND AIR CONDITIONING

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 15501 entitled HEATING, VENTILATION AND AIR CONDITIONING FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Words)

(\$ _____).
(Figures)

B. This sub-bid includes addenda numbered _____ through _____ inclusive.

C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.
 - (a) Project: _____
 - Engineer or Architect _____
 - General Contractor: _____
 - Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By:	(Name of Person Signing Bid and Title)
(Business Address)		(Title)
(City and State)		(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer’s or cashier’s check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D³/₄, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00305N
FORM FOR SUB-BID
ELECTRICAL

TO: ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Contract Documents, all the work specified in Section 16101 entitled ELECTRICAL FILED SUB-BID, and any plans specified in such Sections, prepared by Tata & Howard, Inc., 67 Forest Street, Marlborough, Massachusetts, for the Construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, dated February 2025, for the City of Attleboro, Water Department, for the Contract Sum of,

_____ Dollars
(Words)

(\$ _____).
(Figures)

For Additive Alternate A: _____ Dollars
(Words)

(\$ _____).
(Figures)

B. This sub-bid includes addenda numbered _____ through _____ inclusive.

C. This sub-bid

(_____) may be used by any general bidder except:

(_____) may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

- D. The undersigned agrees that, if he is selected as sub-bidder, he will within five days, Saturday, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract and, if requested so to do in the general bid by such general bidder who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D³/₄, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:

<u>Name</u>	<u>Class of Work</u>	<u>Bid Price</u>

(Do not give bid price for any class or part thereof furnished by undersigned).

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Contract Documents:
1. Have been in business under present business name _____ years.
 2. Ever failed to complete any work awarded? _____
 3. List one or more recent buildings with names of general contractor and engineer or architect on which you served as subcontractor for work of similar character as required for the above-named building.

(a) Project: _____
Engineer or Architect _____
General Contractor: _____
Amount of Contract: _____

(b) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

(c) Project: _____
Engineer or Architect: _____
General Contractor: _____
Amount of Contract: _____

4. Bank Reference: _____
(Name of Bank)
Bank Representative: _____
Address: _____

Telephone No. _____

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United 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 that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further 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. The undersigned further certifies under the penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- J. This bid must bear the written signature of the sub-bidder or an authorized agent of the sub-bidder. If the sub-bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

(Name of Sub-bidder)	By: (Name of Person Signing Bid and Title)
(Business Address)	(Title)
(City and State)	(Date)

- K. Bid security in the form of a bid bond, or cash, or a certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of five percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.
- L. Failure to submit the bid security, DCAMM Certificate of Eligibility and Update Statement, and the Certificate of Compliance with Town Bylaw 3.55 with the Form for Sub-bid shall be cause for rejection of the bid.
- M. 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 general bids.
- N. The undersigned agrees to fully comply with all laws and regulations applicable to awards made under Chapter 149, Section forty-four A to Section forty-four H, inclusive, of the Massachusetts General Laws. Only bidders who have been prequalified in accordance with M.G.L. c. 149, Section 44D^{3/4}, subsections (a) to (j) inclusive, shall submit bids for this project. The Owner will not accept bids from bidders who were not previously prequalified.

END OF SECTION

SECTION 00410

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ as Principal (the "Principal"),
 and _____ as Surety (the "Surety"), are hereby
 held and firmly bound unto the City of Attleboro, Water Department, as Owner (the "Owner") in the
 penal sum of _____
 Dollars (\$_____), for the payment of which, well and truly to be made, we
 hereby jointly severally bind ourselves, successors, and assigns, jointly and severally, firmly by these
 presents.

Signed, this _____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to the City of Attleboro, Water Department, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted by the Owner, and the Principal shall execute and deliver a contract to the Owner in accordance with the terms of such bid, and shall furnish a bond for his faithful performance of said contract, and for the prompt payment of all persons performing labor or for furnishing materials in connection therewith, and shall in all other respects perform the agreement as set forth in the 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.

_____ (L.S.)
Principal

Surety

By: _____

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

END OF BID BOND FORM

SECTION 00411

CERTIFICATE OF NON-COLLUSION

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

Name of Individual

Signature of Individual (Represent Company)

Name of Company

Date

END OF CERTIFICATE OF NON-COLLUSION

SECTION 00412

CERTIFICATE OF TAX COMPLIANCE

I certify under the pains and penalties of perjury that _____
Name of Individual/Company

has complied with all the laws of the Commonwealth of Massachusetts relating to taxes.

Name of Individual

Signature of Individual (Represent Company)

Name of Company

Date

END OF CERTIFICATE OF TAX COMPLIANCE

SECTION 00413

CERTIFICATE OF AUTHORITY

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

held on _____ at which all Directors were present or waived notice, it
Date

was voted that _____,
Name of Officer Title

of this company be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A true copy,

Attest (Clerk): _____

Place of Business: _____

Date: _____

I hereby certify that I am the Clerk of _____, that
Name of Corporation

_____ is the duly elected _____ of said
Name of Officer Title

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

Signature of Clerk

(CORPORATE SEAL)

END OF CERTIFICATE OF AUTHORITY

SECTION 00500
NOTICE OF AWARD

DATED: _____

TO: _____
(Bidder)

ADDRESS: _____

OWNER: City of Attleboro, Water Department

ADDRESS: 77 Park Street, Attleboro, Massachusetts 02703

CONTRACT NO. 10

DWSRF: 16764

WADING RIVER WATER TREATMENT PLANT

Owner has considered the Form for General Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, 20____ and Instructions to Bidders.

The Contract Price of your contract is:

_____ Dollars

(\$_____).

Six (6) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days, Saturdays, Sundays and legal holidays excluded, of the date of this Notice of Award.

1. You must deliver to the Owner six (6) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Contract Documents, the bonds and certificates of insurance as specified in the Instructions to Bidders and General Conditions.

If you fail to execute said Agreement and to furnish said bonds within five (5) days (Saturdays, Sundays and legal holidays excluded) from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Form for General Bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20__

OWNER:

By _____
(Authorized Signature) (Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the

_____ day of _____, 20__

By _____
(Authorized Signature) (Title)

END OF NOTICE OF AWARD

SECTION 00510

CONTRACT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, in the year 20_____ by and between the City of Attleboro, Water Department hereinafter called "Owner" and _____ with legal address and principal place of business at _____ hereinafter called "Contractor".

Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified in the Contract Documents. The Work of this Contract generally consists of the construction of a 2.0 million gallon per day (mgd) water treatment plant (WTP) for the existing surface water supply. The WTP will utilize magnetic ion-exchange (MIEX) treatment, GreensandPlus filtration, PFAS contactors, disinfection, chemical feed systems, pumps, and appurtenances. Building components including HVAC, plumbing, fire sprinkler system, and electrical equipment shall be incorporated into the new WTP. Additional work will include the site work, utilities installation, below-grade concrete tanks and foundation, masonry building, and finishes. Additive Alternate A includes demolition of the existing chemical feed facility and existing chlorine contact tank, and removal of equipment and concrete pads inside the existing pump station

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Tata & Howard Inc., 67 Forest Street, Marlborough, MA 01752, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIME

3.01 Contractor and Owner agree that time is of the essence of this Agreement. The Contractor shall commence work upon the effective date specified in the Notice to Proceed and prosecute the Work in conformance with the scheduling requirements of the Contract Documents. The Work shall be Substantially Completed within 730 consecutive calendar days from the date fixed in the Notice to Proceed and completed in full and ready for final payment within 800 consecutive calendar days from the date fixed in the Notice to Proceed in accordance with paragraph 15.06 of the General Conditions. The period of 730 calendar days from the Notice to Proceed to Substantial Completion and 800 calendar days from the Notice to Proceed to Final Completion, together with any valid extensions thereof approved by the Owner as provided in the Contract Documents, are herein referred to as the Contract Time.

- 3.02 Contractor recognizes that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in providing in a legal proceeding for the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, if the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time, the Owner, Contractor and the Contractor's Surety agree that Contractor shall be assessed liquidated damages of \$2,000 per day for each calendar day of delay in Substantial Completion of the Work and \$2,000 per day for each calendar day of delay in the Final Completion date of the Work beyond the periods listed in Paragraph 3.01 above to cover losses, expenses and damages of the Owner, and not as penalty. Said amounts shall be retained by the Owner from progress payments or any other amounts owing to the Contractor or, to the extent not so retained, shall be paid promptly by the Contractor or its Surety to the Owner.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.1 below.
- 4.01.1 For the complete Work, at the price stated in Contractor's Form for General Bid, attached hereto as an exhibit and as it may be amended or modified.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by Engineer in accordance with the Contract Documents.
- 5.02 Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as recommended by Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values in accordance with the Contract Documents.
- 5.03 Owner will make progress and final payments as provided in accordance with the Contract Documents and in accordance with the applicable Massachusetts General Law. Owner will withhold a retainage of five percent of the approved amount in each progress payment.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 6.02 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 6.03 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- 6.04 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto.
- 6.05 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.06 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered upon examination of the Contract Documents, related documents, the site or local conditions, and the written resolution thereof by Engineer is acceptable to Contractor.
- 6.07 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

- 7.01 The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:
- 7.01.1 Advertisement for Bids.
 - 7.01.2 Instructions to Bidders.
 - 7.01.3 Form for General Bid.
 - 7.01.4 Forms for Sub-Bid.
 - 7.01.5 Certificate of Non-Collusion.
 - 7.01.6 Certificate of Tax Compliance.
 - 7.01.7 This Agreement.
 - 7.01.8 Performance Bond.
 - 7.01.9 Payment Bond.
 - 7.01.10 General Conditions.
 - 7.01.11 Commonwealth of Massachusetts Special Conditions.
 - 7.01.12 Specifications (as listed in Table of Contents).
 - 7.01.13 Drawings (as listed in the Drawings Index Sheet)
 - 7.01.14 Addenda numbers _____ to _____, inclusive.
 - 7.01.15 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 7.02 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 8 – MISCELLANEOUS

- 8.01 Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 8.02 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically

but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.03 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.04 Owner and Contractor each stipulate to the applicability of the State Conflict of Interest Law (Massachusetts General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract, and by executing the Contract Documents the Contractor certifies to the Owner that neither it nor its agents, employees, or subcontractors are thereby in violation of Massachusetts General Laws Chapter 268A.

ARTICLE 9 – DWSRF REQUIREMENTS

- 9.01 The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 4.2 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.5 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, 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.
- 9.02 During the performance of this contract, the Contractor agrees as follows:
 - 9.02.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 9.02.2 The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - 9.02.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 9.02.4 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 9.02.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. [Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]
- 9.02.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 9.02.7 The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970].
- 9.03 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 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
- 9.04 As per DEP's Policy Memorandum #10 – the agreed upon DIRECT LABOR COST MARKUP (percentage) for Change Orders on this project shall be _____ percent (to be determined).
- 9.05 The Contractor acknowledges to and for the benefit of the City of Attleboro ("Purchaser/Owner") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any

damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 9.06 This project is subject to American Iron and Steel and the Build America, Buy America Act (BABA). The amendments to the Clean Water Act, as part of WRRDA, apply the American Iron and Steel (AIS) requirements to all treatment works projects. Furthermore, BIL extends this procurement requirement to all SRF construction projects going forward with the inclusion of the Build America, Buy America Act (BABA). Starting on May 14, 2022, all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. MassDEP ensures that the required procurement language is included in contracts and conducts field verifications of project compliance.
- 9.07 The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

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

This Agreement will be effective on _____, 20__

Owner:

Contractor:

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

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

This Contract is only binding upon, and enforceable against, the Owner if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the Contract.

By: _____

Date: _____

(Name)

(Title)

Approved as to form:

By: _____

Date: _____

(Name)

(Title)

SECTION 00520

NOTICE TO PROCEED

DATED: _____

TO: _____

ADDRESS: _____

OWNER: City of Attleboro, Water Department

ADDRESS: 77 Park Street, Attleboro, Massachusetts 02703

CONTRACT NUMBER: 10

DWSRF: 16764

FOR CONSTRUCTION OF THE WADING RIVER WATER TREATMENT PLANT

You are hereby notified to commence work in accordance with the Contract dated

_____, 20____, on or before _____, 20____,

and you are to Substantially Complete the Work within 730 consecutive calendar days and complete all

Work in full (Final Completion) within 800 consecutive calendar days thereafter.

The date of Substantial Completion is therefore _____, 20____.

The date of Final Completion of Work is therefore _____, 20____.

OWNER:

By _____ (Authorized Signature) _____ (Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the

_____ day of _____, 20____

By _____ (Authorized Signature) _____ (Title)

END OF NOTICE TO PROCEED

SECTION 00550

FILED SUB-BID SUBCONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, a corporation organized and existing under the laws of _____, hereinafter called the "Contractor", and _____, a corporation organized and existing under the laws of _____, hereinafter called the "Subcontractor."

WITNESSETH that the Contractor and Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all Work specified in Section(s) _____ of the specifications for _____ [name of sub-trade] and the plans listed therein, and addenda numbered ____ through _____, for the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764, all as prepared by Tata & Howard, Inc. for the sum of (\$ _____) and the Contractor agrees to pay the Subcontractor said sum for said Work.
 - a) The Subcontractor agrees to be bound to the Contractor by the items of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the City of Attleboro, Massachusetts Water Department, hereinafter called the "Awarding Authority/Owner", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.
 - b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority, by the terms of the hereinbefore described documents, assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.
2. The Contractor agrees to begin, prosecute and complete the entire Work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the Work described in this Subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the Work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire Work.
3. The Subcontractor agrees to furnish to the Contractor within three calendar days after the execution of this Subcontract, evidence of insurance coverages for not less than the following amounts or such greater amounts where required by applicable laws.

<u>Coverage</u>	<u>Amounts</u>
Worker's Compensation	
(1) Worker's Compensation	in accordance with M.G.L. c.149, Sect 34A
(2) Employer's Liability	Minimum of \$1,000,000
Commercial General Liability	
(1) Bodily Injury	\$1,000,000 Each Occurrence \$2,000,000 Annual Per Project Aggregate
(2) Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Annual Per Project Aggregate
Automobile Liability	
(1) Bodily Injury	\$1,000,000 Each Occurrence
(2) Property Damage	\$1,000,000 Each Occurrence
Umbrella or Excess Liability	
(1) Combined Single Limit	\$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Contractor's Pollution Liability	
(1) Combined Single Limit	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete Work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL

ATTEST:

(Name of Subcontractor)

BY: _____

SEAL

ATTEST:

(Name of Contractor)

BY: _____

SECTION 00610

PERFORMANCE BOND

BOND No. _____

Know all men by these presents, that

_____ as principal ("Principal") and _____ as surety ("Surety") are held and firmly bound unto the City of Attleboro, Water Department, as obligee ("Obligee") with a place of business at _____, in the sum of, _____ Dollars (\$) in lawful money of the United States of America to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has made a Contract with Obligee acting through its _____ ("Awarding Authority") bearing the date of _____ 20____, for the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764.

Now the condition of this obligation is such that if the Principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said Contract and any extensions thereof that may be granted by the Commonwealth, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the Surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In the event that the Contract is abandoned by the Contractor, or is terminated by the Obligee under the provisions of said Contract, said Surety shall, if requested in writing by the Obligee, take such action as is necessary to complete the Contract.

In witness whereof we hereunto set our hand and seals this _____ day of _____, 20____

(Print Name of General Contractor) (Seal)

(Print Name of Surety) (Seal)

By _____
(Signature - Title)

By _____
(Signature - Title)

Surety Agent _____

Surety Address _____

Surety Telephone _____

SECTION 00615

PAYMENT BOND

BOND No. _____

Know all men by these presents, that

_____ as principal ("Principal") and _____ as surety ("Surety") are held and firmly bound unto the City of Attleboro, Water Department, as obligee ("Obligee") with a place of business at _____, in the sum of, _____ Dollars (\$) in lawful money of the United States of America to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has made a Contract with Obligee acting through its _____ ("Awarding Authority") bearing the date of _____ 20____, for the Wading River Water Treatment Plant, Contract No. 10, DWSRF-16764.

Now the condition of this obligation is such that if the Principal shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hand and seals this _____ day of _____, 20____

_____(Seal)
(Print Name of General Contractor)

_____(Seal)
(Print Name of Surety)

By _____
(Signature - Title)

By _____
(Signature - Title)

Surety Agent _____

Surety Address _____

Surety Telephone _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.