

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21520, REPLACEMENT OF UNDERGROUND STORAGE TANKS

Issued: April 10, 2015
Pre-Bid: April 11, 2015, at 10:00 a.m.
General Bids Due: April 24, 2015, at 11:00 a.m.

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BID FORMS

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

April 10, 2015

INVITATION FOR BID 21520

A. INVITATION

Sealed bids are requested by the Town of Plymouth for removal of two (2) 1000 gallon underground fuel storage tanks and installation of one (1) above ground split tank at 877 State Road, Plymouth.

Specifications and bid forms are available online at <http://www.plymouth-ma.gov/current-bids/> and in the Procurement Office, 11 Lincoln St, Plymouth, MA, 02360. The office hours are M-F 7:30 a.m.-4:00 p.m. Call first for availability at 508-747-1620 x210.

Bids are to be submitted by 11:00 a.m., Friday, April 24, 2015, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21520, UST Replacement".

All bids are subject to the provisions of M.G.L. Chapter Ch. 30, 39M.

Pre-Bid Conference:

Any person interested in submitting a bid is encouraged to inspect the site of the work. Arrangements have been made for such inspections on Tuesday, April 14th at 10:00 a.m. All participants should meet in the parking lot at 827 State Road, Plymouth, MA. All inspections are to be completed during that time. Notwithstanding whether a bidder performs such an inspection, each bidder shall be deemed to have done so, and to be aware of any and all matters that are reasonably discernable from such an inspection.

Contract Period:

The agreement shall be for the period from contract execution through May 30, 2015.

Rule for Award:

The contract will be awarded to the responsive and responsible bidder offering the lowest total price.

Bid Surety:

BID DEPOSIT: BID DEPOSIT IS REQUIRED IN THE AMOUNT OF FIVE PERCENT (5%) OF THE APPROXIMATE TOTAL VALUE OF THE BID BASED UPON THE BID PRICE AND, IF APPLICABLE, THE ESTIMATED QUANTITIES AS SHOWN ON THE BID FORM PRICE SCHEDULE. SUCH BID DEPOSIT SHALL BE IN THE FORM OF A CASHIER'S, CERTIFIED, OR BANK TREASURER'S CHECK PAYABLE TO THE TOWN OF PLYMOUTH OR A BID BOND FROM A LICENSED SURETY COMPANY DOING BUSINESS IN MASSACHUSETTS. BID DEPOSIT OF SUCCESSFUL BIDDER WILL BE RETURNED

UPON DELIVERY AND ACCEPTANCE OF THE PRODUCT. ALL OTHERS WILL BE RETURNED UPON CONTRACT AWARD.

MA Highway: N/A

Prevailing Wage Rates:

This bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including prevailing wage rates as determined by the Commissioner of Labor and Industries that must be paid on this contract. A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from this date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Procurement Division on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

In addition, all bids must be accompanied by the bidder's certification regarding payment of prevailing wages in the form set forth in the bid form section of this document.

Labor and Materials Bond:

This bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including the requirement for a payment bond. The successful bidder must furnish a bond in an amount of fifty percent (50%) of the total contract price for payment by the Contractor and/or SubContractors for labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the bid price.

Performance Bond: N/A

Specifications:

See Attachment 1

GENERAL INFORMATION

B. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bid proposals. The quantities are based on the Town's best estimates of the work to be performed during the term of this Contract, the Town does not expressly or by implication agree that the actual amount of work will correspond herewith and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit. Charges for delays due to changes required in the field are expected to be reasonable and will be determined by the Town Engineer and Contractor.
2. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
4. If the Invitation for Bid requires payment of prevailing wage rates or a performance bond or a payment bond, then this bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including but not limited to the following:

a. Prevailing Wage Rates

Prevailing wage rates as determined by the Commissioner of Labor and Industries must be paid on this contract. A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from this date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Town Manager's Office on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

In addition, all bids must be accompanied by the bidder's certification regarding payment of prevailing wages in the form set forth in the bid form section of this document.

b. Performance Bond

The successful bidder must furnish a Construction Payment Bond, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts.

c. Payment Bond

The successful bidder must furnish a bond for payment by the Contractor and/or SubContractors for labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the bid price.

5. If the Invitation for Bid requires bid surety, this surety shall be in the form of a cashier's check, certified check, or bank treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company doing business in Massachusetts. Failure to include this surety will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and responsive bidders within seven (7) days of bid award. The remaining checks will be returned after the Town and the successful bidder have executed the Contract. In case of default, the bid surety shall be forfeited to the Town.
6. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
7. The Town's policy on awarding bids to offerors with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:
 - Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
 - A bidder based in Plymouth
 - Random selection - flip of a coin or drawing of more than two are tied."
8. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
9. Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
10. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general

design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product for intended use for approval of the Town.

Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

11. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.
12. The Contractor shall replace, repair or make good, without costs to the Town, defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
13. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.
14. The Price Adjustment for Hot Mix Asphalt Mixtures is inserted in the contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The base price of liquid asphalt on the project will be a fixed price based on the date of bid opening per ton, which includes State Tax.

The price adjustment will be based on the variance in price for the liquid asphalt component only from the base price to the Period Price. It shall not include transportation or other charges.

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department (www.mhd.state.ma.us) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The contract price of the hot mix asphalt mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for hot mix asphalt mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between base price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

C. CONTRACT AWARD

Award of this bid will be made to the bidder who offers the lowest price(s) and who is deemed responsive, responsible and eligible. Determination of responsiveness and responsibility and eligibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. A bidder will be deemed responsible and eligible if:
 - (1) its bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
 - (2) it shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
 - (3) it shall also certify 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;

(4) where the provisions of section 8B of chapter 81 apply, the bidder shall have been determined to be qualified thereunder; and
(5) if the bidder obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149.

3. A bidder will be deemed responsible and eligible if it has demonstrated five (5) years experience in this type of work by providing the projects and names and contact information for the primary contact on the projects.

D. INSURANCE REQUIRMENTS

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

2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".** Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**
- 3) **Workers' Compensation Insurance** as required by law.
- 4) **Umbrella Liability** of at least \$2,000,000/occurrence, \$2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage

and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

E. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

F. BID STATUS INFORMATION

Addenda: If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town

intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

Bid results will be available over the Internet at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>. Bid results will not be provided over the phone.

Notification of award of contract will be mailed to all bidders.

G. BID QUESTIONS

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to phagler@townhall.plymouth.ma.us. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

SPECIAL CONDITIONS

EQUIPMENT:

THE CONTRACTOR SHALL FURNISH EQUIPMENT WHICH WILL BE EFFECTIVE, APPROPRIATE AND LARGE ENOUGH TO SECURE A SATISFACTORY QUALITY OF WORK AND A RATE OF PROGRESS WHICH WILL ENSURE THE COMPLETION OF THE WORK WITHIN THE TIME STIPULATED IN THE BID FORM. IF AT ANY TIME SUCH EQUIPMENT APPEARS TO THE TOWN TO BE INEFFICIENT, INAPPROPRIATE OR INSUFFICIENT FOR SECURING THE QUALITY OF WORK REQUIRED OR FOR PRODUCING THE RATE OF PROGRESS AFORESAID, HE/SHE MAY ORDER THE CONTRACTOR TO INCREASE THE EFFICIENCY, CHANGE THE CHARACTER OR INCREASE THE EQUIPMENT, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDER. FAILURE OF THE TOWN TO GIVE SUCH ORDER SHALL IN NO WAY RELIEVE THE CONTRACTOR OF HIS/HER OBLIGATIONS TO SECURE THE QUALITY OF THE WORK AND RATE OF PROGRESS REQUIRED.

WORK HOURS:

NORMAL WORK HOURS WILL MEAN 7:00 A.M. TO 4:00 P.M. MONDAY THROUGH FRIDAY. IN ORDER TO WORK HOURS NOT WITHIN THIS SPAN FOR THE CONTRACTOR'S BENEFIT, HE/SHE SHALL REQUEST A WRITTEN AUTHORIZATION TO BE APPROVED BY THE TOWN. FOR WORK OUTSIDE THE NORMAL DAY, WORK ON SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS, IF ANY BE PERFORMED, THE CONTRACTOR WILL RECEIVE NO EXTRA PAYMENT, BUT COMPENSATION SHALL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE PRICES AS STIPULATED FOR THE APPROPRIATE ITEMS OF WORK AS LISTED IN THE BID.

APPROVAL OF MATERIALS:

ONLY NEW MATERIALS AND EQUIPMENT SHALL BE INCORPORATED IN THE WORK. ALL MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE TOWN. NO MATERIALS SHALL BE DELIVERED TO THE WORK SITE WITHOUT PRIOR APPROVAL OF THE TOWN.

THE CONTRACTOR SHALL SUBMIT DATA AND SAMPLES SUFFICIENTLY EARLY TO PERMIT CONSIDERATION AND APPROVAL BEFORE MATERIALS ARE NECESSARY FOR INCORPORATION IN THE WORK. ANY DELAY OF APPROVAL RESULTING FROM THE CONTRACTOR'S FAILURE TO SUBMIT SAMPLES OR DATA PROMPTLY SHALL NOT BE USED AS A BASIS OF A CLAIM AGAINST THE TOWN.

SUBSTITUTES OF APPROVED "OR-EQUAL" ITEMS:

WHENEVER MATERIALS OR EQUIPMENT ARE SPECIFIED OR DESCRIBED IN THE CONTRACT DOCUMENTS BY USING THE NAME OF A PROPRIETARY ITEM OR THE NAME OF A PARTICULAR SUPPLIER THE NAMING OF THE ITEM IS INTENDED TO ESTABLISH THE TYPE, FUNCTION AND QUALITY REQUIRED. UNLESS THE NAME IS FOLLOWED BY WORDS INDICATING THAT NO SUBSTITUTION IS PERMITTED, MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN IF SUFFICIENT INFORMATION IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS EQUIVALENT OR EQUAL TO THAT NAMED. THE PROCEDURE FOR REVIEW BY TOWN WILL INCLUDE THE FOLLOWING: REQUESTS FOR REVIEW OF SUBSTITUTE ITEMS OF MATERIAL AND EQUIPMENT WILL NOT BE ACCEPTED BY TOWN FROM ANYONE OTHER THAN CONTRACTOR. IF CONTRACTOR WISHES TO FURNISH OR USE A SUBSTITUTE ITEM OF MATERIAL OR REQUIREMENT, CONTRACTOR SHALL MAKE WRITTEN APPLICATION

TO TOWN FOR ACCEPTANCE THEREOF CERTIFYING THAT THE PROPOSED SUBSTITUTE WILL PERFORM ADEQUATELY THE FUNCTIONS AND ACHIEVE THE RESULTS CALLED FOR BY THE GENERAL DESIGN, BE SIMILAR AND OF EQUAL SUBSTANCE TO THAT SPECIFIED AND BE SUITED TO THE SAME USE AS THAT SPECIFIED. THE APPLICATION WILL STATE THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT PREJUDICE CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION ON TIME, WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS (OR IN THE PROVISIONS OF ANY OTHER DIRECT CONTRACT WITH TOWN FOR WORK ON THE PROJECT) TO ADAPT THE DESIGN TO THE PROPOSED SUBSTITUTE AND WHETHER OR NOT INCORPORATION OF USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED WILL BE IDENTIFIED IN THE APPLICATION AND AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE, WILL BE INDICATED. THE APPLICATION WILL ALSO RESULT DIRECTLY OR INDIRECTLY FROM ACCEPTANCE OF SUCH SUBSTITUTE, INCLUDING COSTS OF REDESIGN AND CLAIMS OF OTHER CONTRACTORS AFFECTED BY THE RESULTING CHANCE, ALL OF WHICH SHALL BE CONSIDERED BY TOWN IN EVALUATING THE PROPOSED SUBSTITUTE. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE ADDITIONAL DATA ABOUT THE PROPOSED SUBSTITUTE.

IF A SPECIFIC MEANS, METHOD, TECHNIQUE, SEQUENCE OR PROCEDURE OF CONSTRUCTION IS INDICATED IN OR REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR MAY FURNISH OR UTILIZE A SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE OF CONSTRUCTION ACCEPTABLE TO TOWN, IF CONTRACTOR SUBMITS SUFFICIENT INFORMATION TO ALLOW TOWN TO DETERMINE THAT THE SUBSTITUTE PROPOSED IS EQUIVALENT TO THAT INDICATED OR REQUIRED BY THE CONTRACT DOCUMENTS. THE PROCEDURE FOR REVIEW BY TOWN WILL BE SIMILAR TO THAT STATED PREVIOUSLY.

TOWN WILL BE ALLOWED A REASONABLE TIME WITHIN WHICH TO EVALUATE EACH PROPOSED SUBSTITUTE. TOWN WILL BE THE SOLE JUDGE OF ACCEPTABILITY, AND NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT TOWN'S PRIOR WRITTEN ACCEPTANCE WHICH WILL BE EVIDENCED BY EITHER A CHANGE ORDER OR AN APPROVED SHOP DRAWING. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE A SPECIAL PERFORMANCE GUARANTEE OR OTHER SURETY WITH RESPECT TO ANY SUBSTITUTE. TOWN WILL RECORD TIME REQUIRED BY TOWN AND TOWN'S CONSULTANTS IN EVALUATING SUBSTITUTIONS PROPOSED BY CONTRACTOR AND IN MAKING CHANGES IN THE CONTRACT DOCUMENTS OCCASIONED THEREBY. WHETHER OR NOT TOWN ACCEPTS A PROPOSED SUBSTITUTE, THE CONTRACTOR SHALL REIMBURSE TOWN FOR THE CHARGES OF TOWN'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

TEMPORARY UTILITIES:

THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR AND FURNISH AT HIS/HER EXPENSE ALL WATER, ELECTRIC, TELEPHONE OR OTHER UTILITY REQUIRED BY HIM/HER FOR CONSTRUCTION PURPOSES.

LOCATION OF ALL UTILITIES:

THE LOCATION OF THE EXISTING UTILITIES MUST BE ESTABLISHED AND VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ARRANGEMENT WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE ALL EXISTING UTILITIES

MARKED ALONG THE COURSE OF THIS WORK BY SUCH MEANS AS NECESSARY. THE CONTRACTOR SHALL PRESERVE SUCH MARKED LOCATIONS UNTIL THE WORK HAS PROGRESSED TO THE POINT WHERE THE ENCOUNTERED UTILITY IS FULLY EXPOSED OR PROTECTED AS REQUIRED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROPER AUTHORITIES OR UTILITY BEFORE INTERFERING THEREWITH.

SAFETY CONTROL:

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED SAFETY EQUIPMENT SUCH AS BARRICADES, DETOUR BARRIERS AND SIGNS, LIGHTS, WALKWAYS, FENCES, FIRE PREVENTION EQUIPMENT. IF AT ANY TIME BEFORE THE COMMENCEMENT OR DURING THE PROGRESS OF THE WORK, OR ANY PART OF IT, SUCH METHODS AND PROCEDURES AS USED APPEAR TO THE TOWN AS UNSAFE, INSUFFICIENT OR IMPROPER, THE TOWN MAY ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OF EFFICIENCY OR TO IMPROVE THEIR CHARACTER, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDERS. FAILURE OF THE TOWN TO GIVE SUCH ORDER TO INCREASE OF SUCH SAFETY, EFFICIENCY, ADEQUACY OR ANY IMPROVEMENTS SHALL NOT RELEASE THE CONTRACTOR FROM HIS/HER OBLIGATION TO SECURE THE SAFE CONDUCT AND QUALITY OF WORK SPECIFIED.

OCCUPATIONAL SAFETY AND HEALTH ACT:

THE CONTRACTOR'S PARTICULAR ATTENTION IS CALLED TO THE RULES AND REGULATIONS INCLUDED IN PUBLIC LAW 91-596, KNOWN AS THE "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" (OSHA)

MAINTENANCE OF TRAFFIC:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC WITH THE MAXIMUM OF SAFETY AND PRACTICABLE CONVENIENCE TO SUCH TRAFFIC DURING THE LIFE OF THE CONTRACT WHETHER OR NOT WORK THEREON HAS BEEN SUSPENDED TEMPORARILY. THE WORK SHALL BE CARRIED ON IN SUCH A MANNER AS TO PROVIDE SAFE PASSAGE AT ALL TIMES FOR PUBLIC TRAVEL AND WITH LEAST OBSTRUCTION TO TRAFFIC. THE CONVENIENCE OF THE GENERAL PUBLIC AND OF THE RESIDENTS ALONG AND ADJACENT TO THE WORK SHALL BE PROVIDED FOR IN AN ADEQUATE AND SATISFACTORY MANNER. PORTABLE BARRIER FENCES WITH APPROPRIATE SIGNS SHALL BE USED FOR SAFETY CONTROL IN ESTABLISHING TRAFFIC PATTERNS (DETOURS, ETC.). THESE PORTABLE BARRIER FENCES SHALL MEET THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR HIS/HER DESIGNEE.

ROADWAYS, DRIVEWAYS AND FOOT PATHS CLOSED TO TRAFFIC, SHALL BE PROTECTED BY SUITABLE BARRICADES AND WARNING SIGNS, AND THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE LIGHTS AND ILLUMINATION. THEREFORE, HE/SHE SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO THE WORK DUE TO ANY FAILURE OF SIGNS AND BARRICADES TO PROTECT THE WORK PROPERLY FROM TRAFFIC, PEDESTRIANS, ANIMAL OR OTHER CAUSES.

POLICE DETAIL:

THE TOWN SHALL PROVIDE SUCH POLICE OFFICERS AS THE TOWN DEEMS NECESSARY FOR THE DIRECTION AND CONTROL OF PEDESTRIANS AND VEHICULAR TRAFFIC WITHIN THE SITE OF THE PROJECT.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

THE CONTRACTOR, AT HIS/HER OWN EXPENSE, SHALL CARE FOR, REPLACE, AND

RESTORE TO GOOD CONDITION, SATISFACTORY TO THE TOWN, ANY PUBLIC OR PRIVATE PROPERTY (I.E. SHRUBS, HEDGES, TREES, PUBLIC OR PRIVATE WAYS, SEWER DRAIN, WATER OR OTHER PIPES, CATCH BASINS, WIRES, BUILDING, FENCES, POSTS, POLES, MAILBOXES, STONE WALLS OR OTHER STRUCTURES) NEGLIGENTLY DAMAGED BY HIS/HER WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.

THE CONTRACTOR SHALL ALSO RESTORE TO ORIGINAL CONDITION, OR BETTER, ANY LAWN OR OTHER PLANTED AREA INTERFERED WITH, INCLUDING FERTILIZING, LOAMING, AND SEEDING AS REQUIRED, ONCE AGAIN AT THE CONTRACTOR'S EXPENSE.

SUITABLE MATERIALS, EQUIPMENT AND METHODS SHALL BE USED FOR SUCH RESTORATION.

BOUNDS AND PROPERTY MARKERS:

ALL BOUNDS AND PROPERTY MARKERS DISTURBED IN THE COURSE OF THE WORK SHALL BE REPLACED BY THE CONTRACTOR AT HIS/HER EXPENSE.

THE CONTRACTOR SHALL EMPLOY A REGISTERED LAND SURVEYOR TO RESET ALL BOUNDS AND PROPERTY MARKERS.

TELEPHONE NUMBERS:

THE TELEPHONE NUMBERS OF THE FOLLOWING DEPARTMENTS OF THE TOWN OF PLYMOUTH ARE:

POLICE	911 (EMERGENCY) 508-830-4220 (BUSINESS)
FIRE	911 (EMERGENCY) 508-830-4213 (BUSINESS)
HIGHWAY	508-830-4162, ext. 101
WATER	508-830-4162, ext. 138
ENGINEERING	508-747-1620, ext. 120
SEWER	508-830-4159
DIRECTOR OF PUBLIC WORKS	508-830-4162, ext. 105

TOWN OFFICE BUILDING HOURS: 7:30 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY.

LEGAL REQUIREMENTS:

THE CONTRACTOR SHALL KEEP HIM/HERSELF FULLY INFORMED OF, AND COMPLY WITH, ALL LAWS, ORDINANCES AND REGULATIONS OF THE FEDERAL, STATE AND MUNICIPAL GOVERNMENTS, WHICH MAY BE IN FORCE DURING THE LIFE OF THE CONTRACT, AND IN ANY MANNER AFFECTING HIS/HER EMPLOYEES OR THE CONDUCT OF THE WORK OF MATERIALS USED ON SAID WORK.

PERSONAL SUPERVISION BY CONTRACTOR:

THE CONTRACTOR OR HIS/HER DULY AUTHORIZED AND APPROVED REPRESENTATIVE SHALL GIVE PERSONAL ATTENTION TO THE FULFILLMENT OF THE CONTRACT. THE CONTRACTOR SHALL HAVE ON THE WORK SITE, AT ALL TIMES, A COMPETENT REPRESENTATIVE AUTHORIZED TO RECEIVE AND EXECUTE ANY ORDERS OF DIRECTION OF THE TOWN.

THE REPRESENTATIVE SHOULD ALSO ACCEPT ANY NOTICES GIVEN TO THE CONTRACTOR UNDER THE PROVISIONS OF THE CONTRACT.

CLEANUP:

DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL KEEP THE SITE OF HIS/HER OPERATIONS IN AS CLEAN AND NEAT A CONDITION AS IS POSSIBLE. HE/SHE SHALL DISPOSE OF ALL RESIDUE RESULTING FROM THE CONSTRUCTION WORK ON A DAILY BASIS AND, AT THE CONCLUSION OF THE WORK, HE/SHE SHALL REMOVE AND HAUL AWAY STRUCTURES, AND OTHER REFUSE REMAINING FROM THE CONSTRUCTION OPERATIONS, AND SHALL LEAVE THE ENTIRE SITE OF THE WORK IN A NEAT AND ORDERLY CONDITION.

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the TOWN OF PLYMOUTH, with a usual place of business at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the "Owner", and **(name)** with a usually place of business at **(street address and mailing address of contractor)** hereinafter called the "Contractor".

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Replacing Underground Storage Tank at 827 State Road, Plymouth, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____ (\$ _____).

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before May 30, 2015.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and

agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$0 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals: (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
- (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
- (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. **Warranty:** The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations

that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project. The Town will engage a firm to inspect the tank and surrounding area once the tank has been removed. The Fire Chief, or designee, shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Fire Chief. Except as otherwise provided, the Fire Chief shall have all the authority of the Owner set forth in the Contract Documents. In general, the Fire Chief shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract

Documents.

9. Payments to the Contractor

- A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of Chapter 30 of the General Laws of the Commonwealth of Massachusetts. The Contractor shall submit requisitions for payment as required by said provisions and the directions of the Owner.
- B. The Contractor's applications for payment shall be subject to approval by the Owner.
- C. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power and equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profit and any other general expenses.

- D. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as as specified in the bid document to protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days

prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of

its rights, duties or obligations under this Agreement without the written approval of the Owner.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Tax Compliance: By its signature hereon, the Contractor certifies that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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ATTACHMENT 1
TECHNICAL SPECIFICATIONS

UNDERGROUND STORAGE TANK REPLACEMENT

A. REMOVAL AND DISPOSAL OF UNDERGROUND STORAGE TANK(S)

1. This Section specifies requirements for the removal and disposal of two (2) underground storage tanks (USTs). The USTs to be removed include one 1,000 gallon diesel fuel UST and one 1,000 gallon gasoline UST;
2. The Work also includes obtaining and completing applicable UST removal and disposal permits, removal and disposal of all associated UST piping and appurtenances from the tank(s), the screening and stockpiling of soil excavated during UST removal, the collection of confirmatory soil samples in accordance with the Commonwealth of Massachusetts UST Closure Assessment Manual (DEP Policy #WSC-402-96) and backfilling to original grade;
3. The Town will be considered the generator and will sign all manifests and bills of lading;
4. The Successful Bidder shall provide a copy of all permits, completed shipping manifests, and destruction certificates to the Town;
5. The Successful Bidder shall submit a copy of all sampling analyses to the Town within two (2) days of receipt of the laboratory report. Analytical data shall be kept confidential, distributed to the Town only;
6. The Successful Bidder is responsible for obtaining and completing applicable UST removal and disposal permits;
7. All open excavations shall be adequately safeguarded by temporary barricades, fencing, caution signs, lights, and any other means necessary to prevent accidents to persons, or damage to property. The Successful Bidder shall take all precautions not to create a hazardous situation and shall implement special construction procedures as necessary.

B. SOIL SCREENING

1. The Contractor shall perform field screening of excavated soil using the jar headspace method;
 - During excavation, the excavated material shall be field screened for volatile organic compounds with a photoionization detector by the Contractor at the rate of approximately one screening every 20 cubic yards;
 - The Successful Bidder shall immediately notify the Town in the event that field screening readings for volatile organic compounds exceed 100 parts-per million based on volume (ppmV). Soil with volatile organic compounds that exceed 100 ppmV shall not be reused on-site as backfill;

- The soil shall be segregated and stockpiled separately.

C. REMOVAL AND DISPOSAL OF TANK(S) AND ASSOCIATED PIPING

1. When the site is available for inspection and the tank(s) are prepared for removal arrange for inspection by the Plymouth Fire Department;
2. Following the inspections, and upon authorization by the Fire Department, remove the existing tanks, concrete, associated materials, and piping;
3. Remove the diesel fuel and gasoline underground storage tank(s), all associated piping and appurtenances;
4. After each tank has been removed from the excavation, gases shall be purged from the tank; In the event there is visible petroleum product in an excavation, the Successful Bidder shall immediately notify the Town; Dispose of the underground storage tank(s), associated piping and appurtenances at an approved Massachusetts Licensed Tank Disposal Facility and submit a Certificate of disposal from the disposal facility;
5. Upon completion, the tank(s) shall be rendered dysfunctional for use as liquid storage tank(s).

D. CONFORMATIONAL SAMPLING

1. The Successful Bidder shall perform conformational sampling and analysis once the tanks and piping have been removed;
2. Confirmatory soil samples shall be collected analyzed in accordance with the requirements of DEP Policy #WSC-402-96;
3. At a minimum, soil samples obtained from the 4 side walls and bottom of the excavation and 1 sample for every 20 feet of pipe;
4. All analyses shall be performed by a Massachusetts DEP Licensed Analytical Laboratory; The Town shall receive a copy of the analytical report within two (2) days of receipt by the Successful Bidder.

E. BACKFILL

1. The Successful Bidder shall maximize the reuse of excavated materials on-site as backfill to minimize the generation of surplus excavated materials requiring off-site recycling or disposal;
2. Excavated materials reused on-site shall be reused in the general area where it was excavated.

F. CONTAMINATED SOIL DISPOSAL

1. Excavated materials shall be handled, stockpiled, tested, transported and disposed of at approved permitted recycling facilities;
2. The Successful Bidder shall be responsible for performing all sampling and analysis to fulfill all testing requirements of the selected disposal or recycling facilities;
3. The Successful Bidder shall assume all costs incurred in this sampling and analysis for those tests required by the disposal or recycling facilities;
4. Excavated soil deemed acceptable for on-site reuse by the Engineer shall be used to the maximum extent possible.

G. RESTORATION OF SURFACES

1. All surfaces shall be restored to original grade or original subgrade in areas of pavement/concrete;
2. The quality of materials and the performance of work used in the restoration shall produce a surface or feature at least equal to the condition existing before the work began

ABOVEGROUND FUEL STORAGE TANK

A. GENERAL SPECIFICATIONS

1. Provide and install a 2000 gallon Highland Tank UL-2085 Fireguard® Thermally Insulated, FG Double-Wall Steel Aboveground Storage Tank, or equal. Tank storage volume shall be 2000 gallons and shall have one 1,500 gallon and one 500 gallon compartments. Tank shall be 5' 4" in diameter x 12' 0" long;
2. The tank shall be designed for aboveground storage of flammable and combustible liquids at atmospheric pressure. Tank shall include integral steel secondary containment and thermal insulation that provides a minimum two-hour fire rating;
3. Each tank shall be delivered as a complete UL-listed assembly with two (2) factory supplied, welded-on saddles. Size and location of saddles shall be as required by Highland Tank, Saddles to be set level on a solid foundation;
4. Tank shall be designed for possible relocation at a future date. Concrete encased tank designs are not equal and will NOT be permitted;
5. Tank shall comply with the latest edition of National Fire Protection Association NFPA 30 Flammable and Combustible Liquids Code. The tank's secondary containment must be tested for tightness in the factory and in the field before commissioning. Tank shall be supplied with emergency vents for the primary and the secondary containment tanks. Emergency venting by "form of construction" is not equal and will NOT be permitted;
6. Inner and Outer Tank shall be manufactured in accordance with UL-142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids. Entire tank shall be labeled for Underwriters Laboratories UL 2085 Standard for Insulated Secondary Containment Aboveground Tank for Flammable Liquids. The tank design shall comply with UL 2085 "Protected" Tank standard and shall be tested for Ballistics, Impact, Hose Stream, and Pool Fire UL-2085 performance standards; Tank shall be manufactured and labeled in strict accordance with Steel Tank Institute (STI) Fireguard® Thermally Insulated, Double Wall Steel Aboveground Storage Tank standards as applied by a licensee of the STI. Tank shall be subject to the STI's Quality Assurance program and shall be backed by the STI 30 year limited warranty;
7. The tank system shall also meet or exceed the requirements of:
 - National Fire Protection Association NFPA 30A

Automobile And Marine Service Station Code.

- 1997 Uniform Fire Code (UFC) "Protected" AST criteria as per Appendix II-F, including ballistics protection.
- California Air Resources Board (CARB) testing requirements for air emissions.
- Southern Building Code Congress International (SBCCI) Standard Fire Prevention Code.
- 1993 Building Officials and Code Administrators (BOCA) National Fire Prevention Code.

B. CONSTRUCTION

1. Tank shall be fabricated per UL-142 of mild carbon steel with shell seams of continuous lap weld construction;
2. Tank shall be of double wall construction and provide complete secondary containment of the primary storage tank's contents by an impervious steel outer wall;
3. A minimum of 3" of porous, lightweight monolithic thermal insulation material shall be installed at the factory within the interstitial space between the inner and outer wall. Thermal insulating material:
 - shall be in accordance with American Society of Testing Materials (ASTM) Standards C-332 and C-495.
 - shall allow liquid to migrate through it to the monitoring point.
 - shall not be exposed to weathering and shall be protected by the steel secondary containment outer wall (an exterior concrete wall or vault exposed to the elements will NOT be permitted).
4. Lifting lugs shall be provided at balancing points to facilitate handling and installation;
5. Exterior Protective Coating:
 - Surface Preparation: Grit blast - SSPC-SP-6 White Blast.
 - Finish: White finish paint system 5-7 DFT on the shell and heads.
6. Threaded fittings with thread protectors shall be supplied as follows (all fittings must be located on tank top per UL):
 - One (1) 2" - Interstitial Monitoring.
 - One (2) 2" - Normal Vent, Primary Tank.
 - One (2) 4", 6", or 8" - Emergency Vent, Primary Tank.
 - One (1) 4", 6", or 8" - Emergency Vent, Secondary Tank.

- One (2) 4" or 6" - Product Fill.
- One (2) 2" or 4" - Product Pump or Supply.
- One (1) 4" - Product Return or Auxiliary (3,000 gal. and larger).
- One (2) 2" or 4" - Liquid Level Gauge.
- One (1) 4" - Stage 1 Vapor Recovery, Electronic Level Stage 1 Gauge, or Auxiliary (4,000 gal. 8'0" diameter and larger)..
- One (1) 18" Manway (min.) with emergency vent (4,000 gallons and larger).
- Additional fittings available upon request.

7. Optional Equipment

- Bulkhead(s) for Split Tank.
- Manway(s)
- 7 or 10 gal. Spill/Overfill Container.
- Pump Mount(s) for Top Mount, Side Mount, or for Free Standing Pumps and Dispensers on Standard or Split Tanks.
- "Spill-mate" for remote fill.
- External Ladder.
- External Ladder Platform.
- Walkway(s) with Handrails.
- Stairs and Platforms with Handrails.
- Internal Ladder(s).
- Internal Coating with Interior Weld (500 gal. minimum).
- Monitoring Systems.
- Fuel Management System.
- Electronic Overfill Detection Sensors and Alarm Panels.
- Equipment Packages:
 - Standard Gasoline Package
 - Standard Diesel Package
 - Emergency Generator Package
 - Waste Oil Package
 - Consult Factory for Aviation Fuel (Avgas, Jet-A, or Jet A-1) Packages

C. EXECUTION

Tank shall be installed on a reinforced concrete base constructed by the contractor. Installation and testing shall be in strict accordance with Steel Tank Institute Installation and Testing Instructions for Thermally Insulated, Lightweight, Double Wall Fireguard® Aboveground Storage Tanks.

CONCRETE WORK

A. GENERAL SPECIFICATIONS

1. Surfaces of forms to be in contact with concrete shall be greased with non-staining form release compound;
2. For concrete surfaces which will be visible after completion of the structure, painted or unpainted, the type and the precise location of form ties, nails joints between form members, and any other features which will leave a visible trace in the finished concrete, will be subject to the approval of the Town;
3. Formwork shall be so constructed, braced, or tied that the formed surfaces of the concrete will be perfectly true, smooth, and to the dimensions shown on the drawings;
4. Except as otherwise specifically authorized by the Town, forms shall not be removed before the concrete has attained a strength of at least 30 percent of the ultimate strength prescribed by the design and not before reaching the following number of day-degrees [whichever is the longer]:
 - Location Day-Degrees
 - Beams and Slabs 500
 - Day-Degree: Total number of days times average daily air temperature at surface of concrete. For example, 5 days at a daily weighted average temperature of 60 degrees F. equals 300 day-degrees. Temperatures below 50 deg. F. are not to be considered in determining Day-Degree.
5. Where beams, girder, columns, walls and similar vertical forms are adequately supported on shores, the side forms may be removed after 24 hours of cumulative curing time provided the side forms support no loads other than the lateral pressure of the plastic concrete. Cumulative curing time represents the sum of time intervals, not necessarily consecutive, during which the temperature of the air surrounding the concrete is above 50 deg. F in accordance with American Concrete Institute standards;
6. Forms shall be removed in such a manner as not to impair safety and serviceability of the structure. Concrete exposed by form removal shall have sufficient strength not to be damaged by the removal operation;
7. All ready-mixed concrete shall be a minimum of 4,000 PSI with $\frac{3}{4}$ " aggregate.

FUEL STATION - DISPENSER AND MANAGEMENT SYSTEM

A. GENERAL SPECIFICATIONS

1. This section covers furnishing and installation of a gasoline/diesel fuel dispensing and associated piping and connections, and accessories:
 - Install fuel dispensers in accordance with API and NFPA Standards, at a minimum;
 - The Successful Bidder or subcontractor shall have a minimum of five years' experience in the installation of fuel dispensing systems;
 - All of the equipment shall be of a proven design and shall have accuracies and ranges within the limits guaranteed by the manufacturers for the models specified;
 - The equipment described in this specification is based on the products of one manufacturer. This is not to limit competition but to indicate the quality of materials required. Other manufacturers who can provide equipment of comparable quality may be acceptable;
 - Contractor shall furnish one (1) dual product, side-mounted fuel pump and all required appurtenances for a complete and operational system;
 - The Successful Bidder shall hire MA state licensed electrician (GCEC) to perform all electrical work if one isn't on staff, and the Successful Bidder shall perform all additional work as needed for a complete and operable system. All necessary wiring, connections, and electrical service requirements shall be provided by the Successful Bidder;
 - Warning signs shall be posted on both sides of the tank next to the dispensers with the following;
"WARNING" and "NO SMOKING - STOP MOTOR" shall be in white block letters not less than one inch on a red background and the rest of the sign shall be in red block letters not less than 1/2-inch on a white background:
 - WARNING
 - NO SMOKING - STOP MOTOR
 - It is unlawful and dangerous to dispense gasoline into unapproved containers.
 - No filling of portable containers in or on a motor vehicle or trailer.
 - Place container on ground before filling.
 - The system shall be grounded in accordance with state and manufacturer's requirements;
 - System components shall be explosion proof;
 - The Successful Bidder shall furnish pumps, piping, dispensing stations, electrical interconnections and

all accessories required to provide a complete dispensing system;

- Provide one (1) dual product pump, shelf-mounted, Gasboy Model 9153 KTW2 or approved equal. The pump shall distribute both gasoline and diesel and shall be capable of delivering up to 22 gpm;
- Each dispenser shall be complete with the following features:
 - Product
 - Fleet non computing - Mechanical register
 - Type
 - Pump - integrated suction pump and motor
 - Flowrate - capable of delivery in typical installations
 - High Flow = 22 gpm / 83 lpm
 - Models
 - Two product twin hose (TW2) - two product unit with one hose per product (two hoses total)
- Hardware Requirements
 - Display
 - Mechanical Fleet: Veeder-Root® mechanical registers (VR10) with power reset interlock. Displays on both sides include gallons or liters to 999.9 units. Includes non-resettable mechanical totalizer.
 - Reset (Mechanical register models only)
 - Power Reset (standard) - motor driven mechanical register reset
 - Meter
 - Four-piston, positive displacement flow-through CFT meter bolsters resistance to fuel contamination with self-cleaning central chamber
 - Pump with air separator (Pump models only)
 - Standard and High Flow Pumps: Rotary 10 vane pump with an air eliminator and self-priming built into pump casting. Belt driven. Pumps include check valve and field replaceable shaft seal. Ten (10) vanes provide quieter operation and better suction lift.
 - TW1M: Two (2) rotary 10 vane pumps per hose position with an air eliminator and self-priming built into pump casting. Belt driven. Ten (10) vanes provide quieter operation and better suction lift.
 - Motor (Pump models only)
 - 1 Hp continuous duty explosion proof enclosed motor on Standard, and High Flow pump models (115V or 230V). Two (2) motors provided on TW1M.
 - Filter

- Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Available in 10-micron or 30-micron particulate or water alert filtration with 1-1/2" opening. One filter provided per hose position on standard and high flow models. Available on Standard and High Flow Models.
- Valves
 - Standard & High-Flow (9152/9153): 1" solenoid valve that may be cleaned or replaced without breaking down pipe work - standard on dispensers and pumps.
- Piping
 - Standard & High Flow: 1" brazed copper feedline and 1" black iron threaded discharge pipe.
- Junction Box
 - Explosion-proof field wiring junction box for AC wiring. Includes two 1" NPT field wiring openings and one 3/4" NPT opening for DC control interface wiring.
- Totalizer
 - Totalizer - (Mechanical Type). Mechanical non-resettable totalizer. Located on back panel. Reads up to 9,999,999.9. Required for resale applications.
- Hose Retriever
 - Hose hook standard
- Frame and Panels
 - Frame
 - Hot dip 13 gauge G90 galvanized steel (0.093") with welded corners for rigidity and added strength.
 - Cosmetic panels - Hot dip G60 painted galvanized steel or stainless steel
 - Replaceable top and sides in black or stainless steel, with lower panels painted white or optional specified color or stainless steel.
 - Lower panels locked to prevent tampering
 - Finish - High quality polyester powder coat over e-coat primer. Gas, oil, and UV resistant.
 - Bezel and Dialface Graphics
 - Bezel: High strength structural foam for improved rigidity painted black with one-piece clear polycarbonate window. Gas, oil and UV resistant.
 - Dialface: Back screened one-piece polycarbonate overlay (black print on white background per customer spec)

with cutouts as needed for displays.
Gas, oil and UV resistant.

- Brand: Replaceable polycarbonate back screened brand panel. Gas, oil and UV resistant. Backlighting by fluorescent bulb (optional).
- Unit of Measure
 - US Gallons
- Performance / Ratings
 - Working pressure = 50 psi rated working pressure
 - Meter accuracy = +/- 0.25%
 - Flow Rating: Delivery rating is max test rates at the dispenser discharge. Actual rates will vary depending on installation conditions, product dispensed, and accessory items. Twin models are single hose flow.
 - Standard Flow (SF) = 15 gpm - uses ¾" bushing at dispenser discharge
 - High Flow (HF) = 22 gpm
 - Temperature Rating: Ambient -30°C (-22°F) to +55°C (+131°F)
 - Relative Humidity: 20% to 95% non-condensing
- Fuel Compatibility
 - Suitable for use with conventional motor fuels, oxygenated fuel blends up to 15% ethanol, and bio-diesel blends up to 20% (B20)
 - Power Requirements -
 - 115VAC/60Hz
- Inlet connection:
 - Standard and High: 1-1/2" (3.8 cm) NPT.
- Discharge:
 - Standard & High flow: 1" NPT, convert to ¾" with customer supplied NPT reducer.
- Above Ground Tank Applications
 - All dispenser models are approved for AST applications
- Regulatory Approvals
 - Safety: UL or cUL approved (File# MH1941)
- Warranty
 - 12 month parts & labor standard
- Standard
 - INTERNAL FILTER ADAPTER ("F"): Provides adapter inside the cabinet for a filter element to help ensure product purity. Specify standard or high flow and element type.

PIPING SYSTEM

A. GENERAL SPECIFICATIONS

1. Vent pipes shall be carried up to a point not less than 12 feet above the ground level at the filling point of the tank, shall terminate not less than 5 feet from any door or window opening, and shall be fitted with an approved weather hood screened with noncorrosive wire not coarser than 30 mesh;
2. All aboveground tanks shall have emergency relief venting that will relieve excessive pressure;
3. All metallic piping, fittings, and valves used in connection with approved nonmetallic piping, fittings, and valves shall be grounded in accordance with local and state regulations, and manufacturer's recommendations;
4. Pipe and fittings smaller than 2-inches shall be steel or malleable iron. Pipe joints shall be threaded pipe and fitting threads and shall conform to ANSI B1.20.1;
5. All fittings shall be Schedule 40, minimum;
6. Overfill protection shall be provided by the following methods:
 - 13212-8
 - Direct reading level gauge visible from fill pipe access. Visual level clock gauge shall be as manufactured by Morrison, Inc., or approved equal, and located near the fill port for easy monitoring;
7. Both the diesel and gasoline tank shall include a minimum 7 gallon overfill/spill containment surrounding the fill port. The fuel port shall include all valves and fittings necessary for hose connections to a pumper truck to an aboveground storage tank, packaged with a lockable weatherproof 7 gallon spill containment box. The fuel port shall be an integral part of the tank without damaging the tank. It shall include a quick disconnect hose coupling with dust plug, dry disconnect, gasoline vapor recovery adaptor hand pump for spill containment with shut-off valve and check valve and ground stud. Fuel port shall allow spilled product to be returned back to the tank;
8. The gasoline tank shall be equipped with a CARB approved Stage I EVR system.
 - The fuel port and fill piping for both gasoline and diesel fuel tanks shall be 2-inch minimum and shall come equipped with a drop tube which will deliver fuel to the bottom of the tank in accordance with manufacturer recommendations and NFPA requirements;

- In addition, the fill pipe shall be equipped with an overfill prevention valve rated for pump deliveries which will automatically shut the flow of fuel off to the tanks at a pre-determined height, overfill prevention valve shall be OPW 61 FStop or equal. The tank vent diameter shall be at least as big as the tank fill pipe.

ATTACHMENT 2

Commonwealth of Massachusetts Prevailing Wage Rates

NAME OF BIDDER:

Bids must be submitted on this form and the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Town of Plymouth
 ATTN: Procurement Div.
 Town Office Building
 11 Lincoln Street
 Plymouth, MA 02360

Bids must be received by 11:00 a.m., Friday, April 24, 2015.

Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21520. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work for the prices offered opposite each item.

Certification is made hereby that the materials offered below are in compliance with all specifications and conditions hereof:

UNDERGROUND TANK REPLACEMENT, AS SPECIFIED. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE PARTICULAR ITEM AS SPECIFIED AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

Description	Est. Quantity	Unit of Measure	Unit Cost	Total Cost
Mobilization & Demobilization	1	event	_____	_____
Site Preparation		lump sum		_____
Remove & Dispose of Bituminous Concrete Pavement & Curbing		ton	_____	_____
Locate Utilities & Obtain Permits		lump sum		_____
Gasoline Recovery & Transfer		gallons	_____	_____
Diesel Recovery & Transfer		gallons	_____	_____
Prepare Health & Safety Plan		lump sum		_____
Tank Cleaning	2	tank	_____	_____
Disposal of Liquids		gallons	_____	_____
Disposal of Solids		drums	_____	_____
Excavate & Dispose Tanks, Piping, Dispensers & All Accessories		lump sum		_____
Excavate & Stockpile Contaminated Soil & Decontaminate Equipment		ton	_____	_____
Excavate, Segregate, and Dispose Off-Site				

Town of Plymouth
 Invitation for Bid 21520
 BID FORM – Page 2

All Excavated Concrete and Asphalt	ton	_____	_____
Load, Transport & Dispose of Contaminated Soil	ton	_____	_____
Returning the Area to the Original Condition	lump sum		_____
Provide and Install Aboveground Tank	lump sum	_____	_____

TOTAL BID _____

NOTE:

Discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit price. Quantities are estimated. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The undersigned bidder hereby certifies:

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

The foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount not less than the applicable prevailing wage rates established for the project by the Massachusetts Division of Occupational Safety. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work, which is proposed.

The bidder 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 G.L. c.149, §44A.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair, and made without

collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

It has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

STATE OF INCORPORATION _____

Date Offered

PHONE _____

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she meets the minimum qualifications specified in GENERAL INFORMATION.

Please also provide the requested reference information specified in GENERAL INFORMATION.

Signed:

_____ to Sign for the Bidder

_____ Title

_____ Date

DELEGATION OF AUTHORITY

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

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.