

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

BID 21511, REPAIR TO COASTAL REVETMENT AT WARRENS COVE

Issued:	February 19, 2015
Pre-Bid:	February 24, 2015, at 10:00 a.m.
Due:	March 5, 2015, at 11:00 a.m.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
A. Invitation To Bid	2
Contract Period	2
Rule for Award	2
Bid Deposit	2
Pre-Bid Conference	2
MA Highway Prequalification	3
Prevailing Wage Rates	3
Labor and Materials Bond	3
Performance Bond	3
B. General Information	4
C. Contract Award	7
D. Insurance Requirements	8
E. Withdrawal of Bids	9
F. Bid Status Information	10
G. Bid Questions	10
Special Conditions	11
Owner/Contractor Agreement	16
Contractual Liability Form	32
ATTACHMENT 1: Technical Specifications and Plans	34
0100 Mobilize/Demobilize	36
0200 Site Work	38
0300 Stone Rip Rap – Complete Reconstruction	39
0400 Stone Rip Rap – Repair	43
0500 Hot Mix Asphalt Paving	46
ATTACHMENT 2: Prevailing Wage Rates	50

BID FORMS

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

February 19, 2015

INVITATION FOR BID 21511

A. INVITATION

Sealed bids are requested by the Town of Plymouth for repair to coastal revetment at Warrens Cove.

Bids are to be submitted by 11:00 a.m., Thursday, March 5, 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 21511, Revetment".

All bids are subject to the provisions of M.G.L. Chapter 30, §39M, and these bid and contract documents.

Contract Period:

The agreement shall be for the period as specified in the agreement. Time is of the essence with regard to completion of the Work required by the Contract and the work is to be completed by June 30, 2015.

Rule for Award:

The contract will be awarded to the responsive, responsible and eligible bidder offering the lowest total bid price selected by the Town.

Bid Deposit:

Bid deposit is required in the amount of five percent (5%) of the total amount of the bid, including any and all alternates. 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 qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town. All bid deposits except for those of the three lowest responsible and eligible bidders shall be returned within seven days of contract award. The remaining bid deposits will be returned upon execution of a contract and presentment of all bonds by the successful low bidder.

Pre-Bid Conference:

Any person interested in submitting a bid is encouraged to inspect the site. Arrangements have been made for such inspections on Tuesday, February 24th, at 10:00 a.m. All potential bidders should meet at in the parking lot at the entrance to Long Beach, 130 Warrant Ave., Plymouth. 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.

Mass DOT Prequalification: 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 the 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.

Prevailing wage rate sheets shall be updated annually. The contractor shall not be eligible for an adjustment to the contract price on account of any changes in the prevailing wage rates applicable to the project.

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 One Hundred Percent (100%) of the total contract price for payment of labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

Performance Bond:

The successful bidder must furnish a One Hundred Percent (100%) Construction performance Bond, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

GENERAL INFORMATION

A. 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 bids. The quantities are based on estimates of the work to be performed during the term of this Contract; however, the Town does not expressly or by implication agree or warrant that the actual amount of work will correspond with such estimates 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, which unit prices shall be used for increases and decreases (credits) for adjustments in the quantity of work required.
2. The Town of Plymouth reserves the right to reject all bids, to waive informalities, to advertise for new bids and, if the Invitation for Bids states that more than one contract may be awarded, 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. Bids 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. More than one bid from the same bidder will not be considered.
4. Each 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 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 Owner within fifteen (15) days of completion of its portion of the work a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontractor 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.

Prevailing wage rates will be updated annually; however, the contractor shall not be entitled to any additional compensation on account of any adjustments in such rates.

b. Performance Bond

The successful bidder must furnish a Construction Performance Bond, payable to the Town of Plymouth, issued by a responsible

surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

c. Payment Bond

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

5. Each bid shall be accompanied by a bid deposit in the amount of 5 percent of the total bid price, including any alternates. Such bid deposit 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 qualified to do business in Massachusetts and satisfactory to the Town. Failure to include this bid deposit will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and eligible bidders within seven (7) days of contract award. The remaining bid deposits will be returned after the Town and the successful bidder have executed the Contract, and such bidder has furnished all required bonds. In case of default, the bid deposit 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 bidders 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:
 1. 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;
 2. A bidder based in Plymouth
 3. Random selection - flip of a coin or drawing of more than two are tied."

Each bidder, by submitting a bid, agrees to the above policy and its use in the event of a tie.

8. Purchases made by the Town are exempt from sales taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
9. Oral 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. "Equal" - 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 or as necessary. 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. In addition to any other rights, remedies, and warranties available to the Town: The Contractor warrants that its work shall be free of defects in materials and workmanship for a period of one year from the date of final completion/acceptance, and shall replace, repair or make good, without costs to the Town, defects or faults arising within such one (1) year period.
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. If funds under G.L. c. 90 are used to pay for any of the Work, a Price Adjustment clause for Hot Mix Asphalt Mixtures shall apply

to the contract. (If such funds are not used, this provision shall not apply.) Municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, structural steel and reinforcing steel in the bid documents of all construction contracts funded by the Massachusetts Chapter 90 Program.

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.

B. 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. Bidders shall submit a minimum of three (3) letters of recommendations from public agencies/municipalities dated within the last ten (10) years for seawall, revetment, groin construction and/or repair.

C. 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, including Employers Liability Part B.

4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.

5) 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.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) days (Saturdays, Sundays, and legal holidays excluded) after the actual date of the opening of proposals.

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

a. at any time prior to the designated time for the opening of proposals;

b. after the designated time for the opening of bids, a

bid may be withdrawn only after a contract has been signed by the successful general bidder and Owner and such bidder has furnished all required bonds. Otherwise, a bidder withdrawing its bid after such designated time shall forfeit its bid deposit.

Unless a bid is withdrawn as provided above, the bidder agrees that its bid shall be deemed open for acceptance until a contract has been executed with the low bidder and such bidder has furnished all required bonds, or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

E. 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/public_documents/PlymouthMA_currentbids/ Bid results will not be provided over the phone.

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

F. 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. THE GIVING OR FAILURE TO GIVE SUCH ORDER BY THE TOWN 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 UP TO FIVE (5) 8-HOUR DAYS, 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 WORK BEYOND THE NORMAL DAY IS TO BE PERFORMED, THE CONTRACTOR WILL RECEIVE NO EXTRA PAYMENT, AND COMPENSATION FOR SUCH WORK 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, PROVIDED THAT ANY APPROVAL OR LACK OF APPROVAL SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS HEREUNDER. 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. MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN IF SUFFICIENT INFORMATION, AS DETERMINED BY THE TOWN, IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS (1) AT LEAST EQUAL IN QUALITY, DURABILITY, APPEARANCE, STRENGTH AND DESIGN TO THE MATERIAL OR EQUIPMENT NAMED, (2) IT WILL PERFORM AT LEAST EQUALLY THE FUNCTION IMPOSED BY THE GENERAL DESIGN FOR THE WORK BEING CONTRACTED FOR OR THE EQUIPMENT OR MATERIAL BEING PURCHASED, AND (3)

IT CONFORMS SUBSTANTIALLY, EVEN WITH DEVIATIONS, TO THE DETAILED REQUIREMENTS FOR THE EQUIPMENT OR MATERIAL IN THE SPECIFICATIONS. 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 SATISFIES THE CRITERIA STATED ABOVE. THE APPLICATION WILL CERTIFY THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT DELAY CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION WITHIN THE TIME STATED IN THE CONTRACT DOCUMENTS, AND MUST STATE WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS, AND WHETHER OR NOT INCORPORATION OR USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY. IF THE APPLICATION IS SILENT ON SUCH MATTERS, THE BIDDER, BY SUBMITTING AN APPLICATION, WILL BE DEEMED TO HAVE SO CERTIFIED, AND TO HAVE STATED THAT NO CHANGE IN THE CONTRACT DOCUMENTS IS NECESSARY AND NO LICENSE FEES OR ROYALTY PAYMENTS ARE REQUIRED.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED MUST BE IDENTIFIED BY CONTRACTOR IN THE APPLICATION TOGETHER WITH AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE FOR THE SUBSTITUTE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF ANY NECESSARY REDESIGN AND CLAIMS OF OTHER CONTRACTORS RESULTING FROM 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 EXPRESSLY 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. NOTWITHSTANDING ANY ACCEPTANCE OF THE TOWN AND UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

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, AND SHALL, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE USE OF THE PROPOSED SUBSTITUTE ITEM, EQUIPMENT, MATERIAL, MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

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. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROPER AUTHORITIES OR UTILITY BEFORE PROCEEDING WITH THE WORK POTENTIALLY AFFECTED THEREBY.

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 SHALL HAVE THE RIGHT, BUT UNDER NO CIRCUMSTANCES THE OBLIGATION, TO ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OF EFFICIENCY OR TO IMPROVE THEIR CHARACTER, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDERS. THE GIVING OR 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 AND FOR ALL DAMAGES, INJURIES, LOSSES, COSTS AND EXPENSES ARISING FROM ANY FAILURE OF CONTRACTOR TO COMPLY WITH THAT OBLIGATION.

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), AS SAME MAY BE AMENDED, SUPPLEMENTED OR SUPERSEDED.

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 CONTRACTOR SHALL COORDINATE WITH THE PLYMOUTH POLICE DEPARTMENT THE NUMBER OF TRAFFIC POLICE REQUIRED IN EITHER THE APPROPRIATE TRAFFIC MANAGEMENT PLAN (TMP) TEMPLATE (SEE MASSDOT'S WEBSITE AT [HTTP://WWW.MHD.STATE.MA.US](http://www.mhd.state.ma.us)) OR DEEMED NECESSARY FOR THE DIRECTION AND CONTROL OF TRAFFIC WITHIN THE SITE.

THE CONTRACTOR SHALL SUBMIT THE REQUESTED AND SIGNED POLICE DETAIL SCHEDULE AS CALLED IN AND ARRANGED DIRECTLY WITH THE POLICE DEPARTMENT ON A WEEKLY BASIS. POLICE DETAILS WILL BE PAID DIRECTLY BY THE TOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND CANCELING POLICE DETAILS IF NOT NEEDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CANCEL A DETAIL(S) AT A MINIMUM OF FOUR HOURS IN ADVANCE OF THE START OF THE SHIFT IF CONDITIONS SO WARRANT. POLICE DETAILS NOT CANCELLED IN TIME SHALL BE PAID FOR BY THE CONTRACTOR.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

THE CONTRACTOR, AT HIS/HER OWN EXPENSE, SHALL CARE FOR, REPLACE, AND RESTORE ANY PUBLIC AND PRIVATE PROPERTY (E.G., 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) DAMAGED BY HIS/HER WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS OR, IF BETTER, TO GOOD CONDITION, AND TO THE SATISFACTION OF THE TOWN.

THE CONTRACTOR SHALL ALSO RESTORE, AT ITS COST, TO ORIGINAL CONDITION, AND TO THE SATISFACTION OF THE TOWN, ANY LAWN OR OTHER PLANTED AREA INTERFERED WITH, INCLUDING FERTILIZING, LOAMING, AND SEEDING AS REQUIRED.

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	508-830-4220 (BUSINESS)
FIRE	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: M - F 7:30 A.M. TO 4:00 P.M.

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 FULL-TIME REPRESENTATIVE AUTHORIZED TO RECEIVE AND EXECUTE ANY ORDERS OF DIRECTION OF THE TOWN.

THE REPRESENTATIVE SHALL ALSO BE AUTHORIZED TO ACCEPT, ON BEHALF OF CONTRACTOR, 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 an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the "Owner", and **(name, street address and mailing address of contractor)** hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for Warrens Cove Revetment as described in the Contract Documents.

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner; and it shall bring the work to substantial completion on or before June 30, 2015.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order the Contract Sum of _____.

Article 4. THE CONTRACT DOCUMENTS (or "CONTRACT"): The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, General Information, Invitation for Bids, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications/Change Orders issued after execution of the Contract.

By signing this Contract, the Contractor certifies under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration; and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on him and his subcontractors by the Executive Orders concerning Equal Employment opportunity and Davis-Bacon Act requirements, provided that nothing said in or omitted from such pre-construction conference shall relieve Contractor of its obligations under the Contract Documents.

The date, time, and place of the conference will be furnished to the Contractor by the project manager.

GENERAL CONDITIONS

3. Funding Source

This project is funded through a Town Meeting appropriation.

4. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions of which they refer. The plans and specifications are complimentary, and what is required by one shall be deemed as if required by all.

5. Additional Instructions and Detail Drawings

The Contractor may be furnished additional written instructions and detail drawings as necessary to carry out the work included in the contract. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Director of Public Works will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Director of Public Works in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipments, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

6. Shop or Setting Drawings

The Contractor shall submit promptly to the Director of Public Works two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Director of Public Works or his designee and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated, if any, and shall furnish the Director of Public Works or his designee with two corrected copies. If requested by the Director of Public Works or his designee, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Director of Public Works, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Director of Public Works in writing and conspicuously on the face of the shop drawing of any deviations at the time he furnishes such drawings, and the Director has expressly and separately approved such deviation by noting its approval on the drawing.

7. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

8. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

9. Title to Work

The title to all work completed and in the course of construction, and of all material incorporated into the work, and all material not incorporated into the work but for which any payment has been made by Owner shall be in the Owner's name.

10. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to inspection and testing in accordance with accepted standards.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

11. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work will be new and of recent manufacture unless otherwise expressly specified or agreed in writing. Contractor also guarantees that all work will be done in a workmanlike manner, free from defects in material and workmanship, and in strict conformance with all requirements and specifications in the Contract.

12. Maintenance and Guarantee

The Contractor hereby guarantees that the entire work constructed

by him under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees, in addition to any other rights and remedies available to the Town, 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 for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with the respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold harmless the Owner 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. The foregoing is not a limitation of, but is in addition to, any other rights and remedies available to the Owner, and nothing herein shall reduce or limit any applicable statutory limitations periods for suits by the Owner.

13. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Director of Public Works, at least equal in quality, durability, appearance, strength and design, will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. It shall not be purchased or installed by the Contractor without the Director's written approval.

14. Survey's Permits and Regulations

The Contractor shall be responsible for all additional surveys/layouts necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall strictly comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

15. Contractor's Obligations

The Contractor shall and will, in a good and workmanlike manner,

do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary and/or proper to perform and complete all the work required by and reasonably inferable from this Contract, within the time herein specified, in strict accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Director of Public Works as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, strictly comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Director of Public Works and the Owner.

16. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Director of Public Works shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Director of Public Works or his designee, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

17. Protection of Work and Property-Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with the Contract. 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 to the extent caused, in whole or in part, directly or indirectly, by Contractor, its employees, subcontractors or suppliers or any person for whom Contractor is responsible.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Director of Public Works, in a diligent manner to address such emergency. He shall notify the Director of Public Works immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be submitted for consideration to the Director of Public Works in writing within 21 days of the onset of the emergency.

18. Inspection

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and

records at any reasonable time with or without notice.

19. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under the Contract.

20. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Director of Public Works, or designee, and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll, provided that any approval or lack of approval of the Director of any such representative shall not relieve Contractor of its obligations hereunder.

21. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having 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, at the sole election of Owner:

- (a) *Unit bid prices previously approved.*
- (b) *An agreed lump sum.*
- (c) *The actual cost of:*
 - (1) *Labor, including foremen.*
 - (2) *Materials entering permanently into the work.*
 - (3) *The ownership or rental cost of construction plant and equipment during the time of use on the extra work.*
 - (4) *Power and consumable supplies for the operation of power equipment.*
 - (5) *Insurance.*
 - (6) *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, bond, profit and any other general expenses.

22. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for substantial completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually

understood and agreed that the work embraced in this Contract shall be commenced on the date specified in a "Notice to Proceed" to be issued by the Owner.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for substantial completion of the work described herein is a reasonable time for the substantial completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to substantially complete the work within the time herein specified, or any property extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified below, not as a penalty, but as liquidated damages for each and every calendar day the Contractor shall be in default after the time stipulated in the Contract for substantially completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

Notwithstanding the foregoing, and notwithstanding anything to the contrary in the Contract Documents, the Owner may, at its sole election and in its sole discretion, recover its actual damages in lieu of liquidated damages for any delay caused in whole or in part, directly or indirectly, by Contractor, its employees, subcontractors, suppliers or any person for whom Contractor is responsible.

In the event Contractor is delayed through no fault of its own, it may make claim for an extension of time (only) as follows: The Contractor shall within ten (10) days from the earlier of the date of the event giving rise to its claim, the date on which the delay commenced, or the date on which Contractor knew or should have known of its claim, notify the Owner in writing of the existence and causes of the delay, and request an extension of time to complete the work and include therein the length of extension requested, and shall provide such other information as the Owner may reasonably request. Failure to comply strictly

with the above notice procedure shall result in the waiver of any such claim. In addition, Contractor agrees that in the event it initiates any proceeding against Owner on account of any delays or the assessment of liquidated damages and Contractor is found to have failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding. Notwithstanding the foregoing, any decision of the Owner or its designee on any claim of Contractor for an extension of time to complete the work shall be final and binding on the Contractor under G.L. c. 30, § 39J.

The amount of liquidated damages for this project shall be Zero Dollars (\$0.00) per consecutive calendar day.

23. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Director of Public Works or his designee who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Director of Public Works, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Director shall be equitable.

24. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent physical conditions at the site materially differing from those shown on the plans or indicated in the specifications for which an equitable adjustment is required under G.L. c. 30, § 39N, he shall immediately upon discovering such conditions and before disturbing same give written notice to the Director of Public Works of such conditions. The Director of Public Works will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications and an equitable adjustment is required by G.L. c. 30, § 39N, an appropriate change order shall be prepared for such adjustment in accordance with Paragraph 21, above, including any credits to Owner and/or additional compensation to Contractor, as the case may be. Notwithstanding the foregoing, Contractor will be eligible for an equitable adjustment on account of said conditions if and only if such adjustment is required by G.L. c. 30, § 39N.

Failure to comply with the notice procedure stated above shall result in the waiver of Contractor's claim. Moreover, any

decision of the Owner or its designee on any claim of the Contractor under this paragraph shall be final and binding on the Contractor under G.L. c. 30, § 39J. Contractor agrees that in the event it initiates any proceeding against Owner on account of any claim for equitable adjustment due to subsurface or latent physical conditions for which Contractor had failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding.

25. Right of the Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor with ten (10) days written notice for the reasons stated below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of his/her subcontractors, or of any federal, state or local law or regulation applicable to the project work.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract, including timely prosecution and completion of the work unless an extension of time to complete the work has been granted by the Owner via a signed Change Order.

The Owner shall not be required to give notice of termination to Contractor's surety, if any, provided that nothing herein shall preclude Owner from making claim on any performance bond issued by any surety.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of telegram, mailgram, hand-carried letter, or other appropriate written means.

Owner may also terminate the Contractor for its convenience, including for no reason, upon 30 days' written notice. In the event of any such termination, Contractor shall be paid for all work satisfactorily performed to the date of termination. Contractor shall not be entitled to any lost profits or other damages.

26. Payments to Contractor

- (a) Provided an agreed upon form of application for payment is received by the fifth day of the month, not later than the twentieth (20th) day of each calendar month the

Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, less five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract, and the value of any claims of the Owner against Contractor.

- (b) In preparing estimates, the material delivered and properly stored on the site may be taken into consideration if and to the extent approved by Owner.
- (c) Notwithstanding any certification or lack of certification by the Owner or its agents or representatives, the Owner may withhold the value of its claims against the Contractor from amounts otherwise payable to Contractor.

27. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner's officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, the Contractor shall exonerate, indemnify and hold harmless the Owner with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract. This obligation of the Contractor is in addition to, and shall not be construed as a limitation of, the Contractor's liability under any other provision of the Contract or law and any other rights and remedies available to the Owner.

28. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under the Contract or the performance and payment bond.

29. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required in the Bidding Document and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any monies due or to become due

hereunder without written consent of the Owner. In case the Contractor assigns, with Owner's consent, all or any part of any monies due or to become due under this Contract, the assignee shall be bound by the terms of the Contract Documents and its right, if any, in and to any monies due or to become due to the Contractor shall be subject to, among other things, prior claims of all the Owner, and of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

31. Authority of the Director of Public Works

Where ever the Contract Documents there is a reference to the Director of Public Works, such reference shall be to the Director or his designee, which may be an independent third-party engineer retained by Owner. The Director of Public Works or his designee shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Director or his designee shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under the Contract and shall decide all questions which may arise in relation to the interpretation of the Contract Documents, said work and the construction thereof. The Director's estimates and decisions shall be final and conclusive under G.L. c. 30, § 39J. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Director shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Director or his designee shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute, which decision shall be final and binding as aforesaid.

32. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or by other method of delivery for which a delivery receipt is generated (including facsimile or e-mail, if a deliver receipt is generated), to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

33. Subcontract

The Contractor will insert in any subcontracts provisions making the subcontractors responsible to the Contractor in the same manner as Contractor is responsible to the Owner under the Contract Documents.

34. Suspension of or Delays to the Work: No Damages for Delay

Notwithstanding anything to the contrary in the Contract

Documents, if the Contractor or the work is delayed through no fault of Contractor for any reason, including, but not limited to, acts of the Owner, Contractor's sole remedy, if any, shall be an extension of time to complete the work, provided Contractor makes a claim for such an extension in strict accordance with the process set forth in paragraph 22, above. Under no circumstances shall the Contractor be entitled to make or assert or recover for any claim for damages by reason of any such delay, whether such a claim is characterized as one for delay, having to perform out-of-sequence work, or loss of production, or otherwise.

35. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Town to assure proper accounting for all project funds. These records will be made available for audit purposes and/or inspection to the Owner or its designee or any authorized representative, and will be retained by Contractor for three years after final completion of all work.

36. Non-Discrimination

The Contractor shall not discriminate in violation of any applicable federal, state and local law or regulation, including the following: Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116,143 and 227, and EOCD regulation, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and EOCD guidelines, procedures, or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. Noncompliance by the Contractor with the non-discrimination clauses of this Contract shall constitute a material breach of the Contract.

37. Termination of Contract

In addition to any other rights of Owner to suspend or terminate the Contract: The Owner may suspend or terminate this Contract by providing the recipient with ten (10) days written notice for

failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations.

38. Schedule of Salaries and Wages

The minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Director, Division of Occupational Safety, Commonwealth of Massachusetts under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 and 27D, inclusive as amended are attached hereto and incorporated herein. The greater of Federal wage rates or State prevailing wage rates, when both are applicable, shall be paid under this contract and reported as required.

39. Labor Provisions

- (a) In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of G.L. c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with G.L. c. 149, s. 26.
- (b) The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- (c) In accordance with G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the terms of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a materials breach of the contact and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G.L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the

Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

- (d) The Contractor shall pay to any reserve police officer employed by him prevailing rate of wage paid to regular police officers, as required by G.L. c. 149, s. 34B.

40. Environmental Requirements

The Contractor shall comply, where applicable, with: Federal Executive Order 1199218, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

41. Historic Preservation

The Contractor shall, in the performance of any environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S.C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effect (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

42. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, that violates or will with the passage of time result in a violation of G.L. c. 268A. The Contractor further agrees that in the performance of

this contract, no person having any such interest in violation of said law shall be employed.

43. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

44. Claims for Additional Compensation

In the event the Contractor believes it is due additional compensation for extra work or otherwise, except for claims on account of subsurface and latent physical conditions, which claims shall be made as stated above, the Contractor shall, within ten (10) days from the earlier of the date of the event giving rise to its claim, the date on which the delay commenced, or the date on which Contractor knew or should have known of its claim, submit its claim in writing to the Owner, describing in reasonable detail the basis of the claim, the event giving rise to the claim, and an itemization of the additional compensation requested. Notwithstanding the foregoing, if such claim is for extra work, such claim must be submitted before the alleged extra work is performed.

Failure to comply strictly with the above notice procedure shall result in the waiver of any such claim. In addition, Contractor agrees that in the event it initiates any proceeding against Owner on account of any claims for additional compensation and Contractor is found to have failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding. Notwithstanding the foregoing, any decision of the Owner or its designee on any claim of Contractor for additional compensation shall be final and binding on the Contractor under G.L. c. 30, § 39J.

45. In the event of any conflict or inconsistency between and among the provisions of the Contract Documents, the provision resulting in the greatest quantity and better quality of goods and services or, if the foregoing does not resolve the conflict or inconsistency, the provision resulting in less cost or risk to the Owner, as reasonably determined by the Owner, shall control. Any decision of the Owner or its designee on such resolution shall be final and binding on the Contractor under G.L. c. 30, § 39J.

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CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of designers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies for General Liability, Automobile Liability, Workers' Compensation Insurance, and Umbrella Liability shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advance notice by registered mail to OWNER.

Authorized Representative Signature
(Include Evidence of Authorization)

Address

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ATTACHMENT 1

TECHNICAL SPECIFICATIONS

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Section 0100

Mobilize/Demobilize

1. Scope

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personal, equipment, supplies, and incidentals to the site prior to the beginning of the project, and from the site following the completion of the project. In addition this item shall consist of the establishment and removal of all contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to the beginning of the project, and following the completion of the project. This shall also include any operations necessary for the cleanup of the site following construction, which must be performed in an effort to return the site to its natural condition.

This item includes:

- a. DEP permit signage
- b. Locate, document and protect underground utilities (call 1-888-DIG-SAFE)
- c. Have available at the job site copies of all previously acquired permits and approvals.
- d. Installation/Removal of construction fence around perimeter of project site and maintenance of fence for duration of project.
- e. Installation/Removal of staging area.
- f. Remove post and rail fence on East side of Pilgrim Sands Motel prior to construction, and reset said fence following construction.
- g. Set filter fabric inside of catch basins prior to construction, and remove following construction.
- h. Cleanup of project area:
 - Removal of all equipment, tools, fencing, trash, and other materials, which accumulated on site during the project.
 - All surfaces including, but not limited to parking lots, walkways, aprons, and lawn areas shall be left in a state similar to, if not better than when the project began.

2. Products

- a. DEP sign, which is to be displayed at the site, shall be not less than 2 (two) square feet or more than 3 (three) square feet in size bearing the words:
"Massachusetts Department of Environmental Protection" [or, MA DEP] "File Number SE57-2716, PCC Number PCC-14-40"
- b. Construction fence to be 4 (four) foot high orange safety fence by T C Myrafi or approved equal (chain link may be used as an option) set around staging area in the Town of Plymouth Long Beach Parking Area as shown on the project plans. Fence stakes to be 2" x 2" x 6'-0" oak set at 8 feet on center, or approved equal.
- c. Filter Fabric: Carthage 6% by Carthage Mills, FW700 by Mirafi, or approved equal.

3. Payment

Payment to be made lump sum based upon the following schedule: 50% for Mobilization at the start of the project and 50% for Demobilization at the end of the project. Payments will constitute full

compensation for all labor, materials, equipment, tools and applicable permits and associated fees, testing and reporting and all other items necessary and incidental to the completion of the work.

END OF SECTION

Section 0200

Site Work (Work Areas/Ramp Areas)

1. Scope

Site work shall include the construction and maintenance, as required of an equipment access ramp. The intent of the ramp is to provide the contractor beach access for equipment to rebuild and repair the revetment. Care shall be taken to ensure the overall integrity of the existing concrete seawall and cap. Timber mats and cribbing can be used to build the ramp. The site work shall also include the replacement of the existing asphalt in the staging area as shown in the pavement apron detail, as required. The project includes:

- a. Construction of access ramp.
- b. Replace the existing asphalt in the staging area, as required. This shall include any necessary saw-cuts.

2. Products

- a. Clean gravel as required to construct the ramp.
- b. Timber (non creosote) for cribbing and mats as required
- c. Materials required for pavement replacement in the staging area, as required (see Section 0500).

3. Close Out

At the completion of the work the ramp is to be removed, and all areas to be restored to their original line, grade, and form.

4. Payment

Payment to be made lump sum based upon the schedule set forth by the Town. Payments will constitute full compensation for all labor, materials, equipment, tools and applicable permits and associated fees, testing and reporting and all other items necessary and incidental to the completion of the work.

END OF SECTION

Section 0300

Stone Rip Rap – Complete Reconstruction

1. Scope

This item shall consist of all work involved with the removal of the existing stone revetment, and the resetting of these revetment stones, and all other stones needed as shown on the project plans. The existing revetment stones shall only be reused if they meet all of the specifications listed below. Each stone shall be placed by equipment suitable for lifting, manipulating, and placing stones of the size and shape specified. Each stone shall be placed with its longest axis perpendicular to the armor slope. Placing efforts shall insure that each stone is firmly set and supported by underlying materials and adjacent stones. Loose stones shall be reset or replaced. The contractor shall remove all unused stones from the site. The measurement for payment will be based on the baseline stationing as shown on the plans. This item includes:

- a. Removal of existing revetment stones.
- b. Setting a double layer of filter fabric underneath the new stone revetment as shown on the project plans.
- c. Setting a 2' Bedding Layer of 4" to 7" stone as shown on the project plans.
- d. Setting a Secondary Layer of 1-3 ton stones as shown on the project plans, of which 50% or more shall be 2 tons or greater.
- e. Setting two layers of 3-5 ton Armor Stones as shown on the plan, of which 50% or more shall be 4 tons or greater, and the toe stone shall be a minimum of 5 tons.

2. Submittals

A. Four (4) sets of material specifications shall be submitted to the Engineer for review for each type of material furnished. General installation practices and installation schedule shall be included.

B. The Contractor will submit a list of similar shore protection rock rip rap projects which they have completed successfully in the previous 5 years as well as the appropriate reference for each listed project. The Contractor will provide evidence that the operator(s) proposed to perform work setting the armor stones has a minimum of 5 years of experience performing similar work in the marine environment.

3. Materials

A. All materials shall be inert to chemical and biological degradation including exposure to seawater and UV rays from the sun. All materials shall have adequate freezing and thawing resistance for the range of anticipated weather conditions.

B. Stones shall have high specific gravity of no less than 2.5 and low absorption, and shall be able to withstand the design impact conditions. Source quarry shall be identified and testing results provided as specified below.

C. The filter fabric shall be a woven filtration geotextile comprised of monofilament polypropylene yarns. The filter fabric shall have the following general properties:

Geotextile Property	00300 Minimum Average Roll Value
Grab Tensile Strength (lbs):	370
Grab Tensile Elongation (lbs):	250
Puncture Strength (lbs):	120
Mullen Burst Strength (psi):	450
Apparent Opening Size (AOS):	70 US Std. Sieve
Percent Open Area (%):	4-6
Flow Rate (gpm/sf):	18

D. Filter Fabric: Carthage 6% by Carthage Mills, FW700 by Mirafi, or approved equal.

E. Bedding Layer:

1. The Bedding Layer shall be comprised of 4-inch to 7-inch stones installed to a minimum depth of 2 feet or as shown on the project drawings.
2. Stones should be within the size range specified and the material should be well blended. Stones with the largest dimension greater than three times the least dimension should not constitute more than 10% of the total.

4. Secondary Layer

- A. Secondary Layer shall have a mean weight of 2 ton stones installed to the depth shown on the project drawings.
- B. At least 50% of the secondary layer stone shall exceed the mean weight specified of 2 tons. The maximum armor stone dimension shall not be more than 3 times the minimum armor stone dimension. Stones with their largest dimension greater than three times the least dimension will be rejected. Minimum stone permitted is 1 ton.

5. Armor Stone

- A. Armor Stones shall have a mean weight of 4 ton stones installed to the depth shown on the project drawings. Toe stone shall be at least 5 ton.
- B. At least 50% of the armor stone shall exceed the mean weight specified of 4 tons. The maximum armor stone dimension shall not be more than 2 times the minimum armor stone dimension. Stones with their largest dimension greater than two times the least dimension will be rejected. Minimum stone permitted is 3 ton.

6. Testing

A. The Contractor shall submit to the Engineer for approval the source of the stone and evidence that the stone is suitable for the proposed application. The necessary evidence shall include, but not necessarily be limited to, the following testing:

1. Abrasion Test: ASTM C535 or equivalent
2. Toughness Test: ASTM C-170 or equivalent
3. Apparent specific gravity and absorption test: ASTM C-127 or equivalent

B. Testing of materials shall be performed by an independent laboratory approved by the Engineer. The laboratory cost shall be paid by the Contractor.

C. Testing of stone shall be conducted to the degree necessary to cover the complete length of the armoring.

D. The Engineer will conduct visual inspections of each truck load to visually assess the stone delivered to the Site. If in the opinion of the Engineer the stone is unsuitable, the stone shall be rejected. The contractor will be responsible at his expense for removing all the unsuitable stone.

7. Installation

Working from the revetment the Contractor will harvest the existing armor and secondary stone and stockpile it for inspection and potential re-use. Installation of the armoring shall be as shown on the project drawings and the "Sketch Plan at Warrens Cove, Plymouth, Mass."

Filter fabric shall be installed where shown on the drawings, and set prior to placing the bedding layer. Each width of filter fabric shall be overlapped in accordance with manufacturer's recommendations, but not less than 3 feet. Filter fabric shall be installed in 2 layers either with staggered seams between the top and bottom layers or laid perpendicular to each other.

Stone placement shall be in a manner that will result in an equal distribution of stone sizes and shapes and obtain firm contact with underlying and adjacent stones in order to obtain the best possible interlocking pattern. Placement of similarly shaped stones in contact with each other shall not be permitted. Areas nested with mostly larger sized stones and little to no smaller sized stones within the specified stone gradation, and vice versa, shall not be permitted.

Armor stones shall be arranged so that each stone has at least three points bearing on underlying and adjacent stones, prior to placement of chinking. No discernible rocking motion shall be permitted.

Each armor stone shall be set such that the longest axis is perpendicular to the slope. The Contractor shall make every effort to create a semi-rough face yet maintain the setting of the rock with its longest axis perpendicular to the side slope. The overall effort to set rock shall ensure that each rock is firmly set and supported by underlying materials and adjacent rock.

Setting the Armor Stones shall be as shown on the drawings. The toe stones shall be a minimum of 5 tons.

Placing of stones in layers or by dumping or by other similar methods likely to cause segregation will not be permitted.

Stone shall be placed and distributed such that there will be no large accumulation of either the larger or smaller stones in any given area.

8. Measurement and Payment

Measurement shall be per linear foot of reconstruction completed and accepted by the Engineer.

Payment shall be linear foot of installed complete reconstruction of stone revetment as accepted by the Engineer.

Payments will constitute full compensation for all labor, materials, equipment, tools and applicable permits and associated fees, testing and reporting and all other items necessary and incidental to the completion of the work.

END OF SECTION

Section 0400

Stone Rip Rap – Repair

1. Scope

This item shall consist of all work involved with the removal of the existing top armor layer of the stone revetment, and the resetting of these armor stones, and all other stones needed as shown on the project plans. The existing revetment stones shall only be reused if they meet all of the specifications listed below. Each stone shall be placed by equipment suitable for lifting, manipulating, and placing stones of the size and shape specified. Each stone shall be placed with its longest axis perpendicular to the armor slope. Placing efforts shall insure that each stone is firmly set and supported by underlying materials and adjacent stones. Loose stones shall be reset or replaced. The contractor shall remove all unused stones from the site. The measurement for payment will be based on the baseline stationing as shown on the plans. This item includes:

- a. Removal of existing top armor layer of revetment stones.
- b. Repositioning second armor layer stones, as necessary to accommodate resetting of top armor layer.
- c. Resetting top armor layer of 3-5 ton Armor Stones as shown on the plan, of which 50% or more shall be 4 tons or greater, and the toe stone shall be a minimum of 5 tons.

2. Secondary Layer

A. Secondary Layer shall have a mean weight of 2 ton stones installed to the depth shown on the project drawings.

B. At least 50% of the secondary layer stone shall exceed the mean weight specified of 2 tons. The maximum armor stone dimension shall not be more than 3 times the minimum armor stone dimension. Stones with their largest dimension greater than three times the least dimension will be rejected. Minimum stone permitted is 1 ton.

3. Armor Stone

A. Top layer of Armor Stones shall have a mean weight of 4 ton stones installed as shown on the project drawings. Toe stone shall be at least 5 ton.

B. At least 50% of the armor stone shall exceed the mean weight specified of 4 tons. The maximum armor stone dimension shall not be more than 2 times the minimum armor stone dimension. Stones with their largest dimension greater than two times the least dimension will be rejected. Minimum stone permitted is 3 ton.

C. Stones shall have high specific gravity of no less than 2.5 and low absorption, and shall be able to withstand the design impact conditions. Source quarry shall be identified and testing results provided as specified below.

4. Testing

A. The Contractor shall submit to the Engineer for approval the source of the stone and evidence that the stone is suitable for the proposed application. The necessary evidence shall include, but not necessarily be limited to, the following testing:

1. Abrasion Test: ASTM C535 or equivalent
2. Toughness Test: ASTM C-170 or equivalent
3. Apparent specific gravity and absorption test: ASTM C-127 or equivalent

B. Testing of materials shall be performed by an independent laboratory approved by the Engineer. The laboratory cost shall be paid by the Contractor.

C. Testing of stone shall be conducted to the degree necessary to cover the complete length of the armoring.

D. The Engineer will conduct visual inspections of each truck load to visually assess the stone delivered to the Site. If in the opinion of the Engineer the stone is unsuitable, the stone shall be rejected. The contractor will be responsible at his expense for removing all the unsuitable stone.

5..Installation

Working from the revetment the Contractor will harvest the existing top layer of armor stone and stockpile it for inspection and potential re-use. Installation of the top layer of armor stones shall be as shown on the project drawings and the "Sketch Plan at Warrens Cove, Plymouth, Mass."

The second armor layer shall be inspected and stones in this armor layer shall be repositioned to form a generally planar surface at the slope shown on the project drawings. If the second armor layer shows settling or displacement along the planar surface greater than 18-inches, the second layer of armor shall be removed and Secondary Layer shall be repaired as shown on the on the project drawings and the "Sketch Plan at Warrens Cove, Plymouth, Mass.". Second armor stones shall be arranged so that each stone has at least three points bearing on underlying and adjacent stones. No discernible rocking motion shall be permitted. Stone placement shall be in a manner that will result in an equal distribution of stone sizes and shapes and obtain firm contact with underlying and adjacent stones in order to obtain the best possible interlocking pattern. Placement of similarly shaped stones in contact with each other shall not be permitted. Areas nested with mostly larger sized stones and little to no smaller sized stones within the specified stone gradation, and vice versa, shall not be permitted.

The top layer of armor stone placement shall be in a manner that will result in an equal distribution of stone sizes and shapes and obtain firm contact with underlying and adjacent stones in order to obtain the best possible interlocking pattern. Placement of similarly shaped stones in contact with each other shall not be permitted. Areas nested with mostly larger sized stones and little to no smaller sized stones within the specified stone gradation, and vice versa, shall not be permitted.

Armor stones shall be arranged so that each stone has at least three points bearing on underlying and adjacent stones, prior to placement of chinking. No discernible rocking motion shall be permitted

Each armor stone shall be set such that the longest axis is perpendicular to the slope. The Contractor shall make every effort to create a semi-rough face yet maintain the setting of the rock with its longest axis perpendicular to the side slope. The overall effort to set rock shall ensure that each rock is firmly set and supported by underlying materials and adjacent rock.

Setting the Armor Stones shall be as shown on the drawings. The toe stones shall be a minimum of 5 tons.

Placing of stones in layers or by dumping or by other similar methods likely to cause segregation will not be permitted.

Stone shall be placed and distributed such that there will be no large accumulation of either the larger or smaller stones in any given area.

6. Measurement and Payment

Measurement shall be per linear foot of repair completed and accepted by the Engineer.

Payment shall be linear foot of repaired stone revetment as accepted by the Engineer.

Payments will constitute full compensation for all labor, materials, equipment, tools and applicable permits and associated fees, testing and reporting and all other items necessary and incidental to the completion of the work.

END OF SECTION

Section 0500

Hot-Mix Asphalt Paving

1. Scope

Furnish and install Class I bituminous concrete paving for staging area in parking lot.

Qualifications:

Installer: Engage experienced installer who has completed hot-mix asphalt paving similar in material, design and extent to that indicated for this Project, and having record of successful in-service performances.

Manufacturer: Engage firm experienced in manufacturing hot-mix asphalt similar to that indicated for this project, having a record of successful in-service performance, and which is registered and approved by Massachusetts DOT.

Regulatory Requirements: Conform to applicable standards of authorizes having jurisdiction for asphalt paving work on public property.

Comply with the Asphalt Institute “the Asphalt Handbook”, except where more stringent requirements are required.

Weather Limitations:

Apply prime and tack coats when ambient temperature is above 50 degrees and when temperature has not been below 35 degrees for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture. Construct asphalt concrete surface course when atmospheric temperature is above 40 degrees and dry. Base course may be places when atmospheric temperature is above 30 degrees and rising.

Grade Control: Establish and maintain required lines and elevations.

2. Products

- a. Materials - Use locally available materials and gradations that exhibit satisfactory record of previous installations.

Bituminous Concrete for Patching: Comply with Commonwealth of Massachusetts, Massachusetts Highway Department, Standard Specification for Highways and Bridges, section 472.

Class 1 Bituminous Concrete Paving, Type 1-1: Comply with Commonwealth of Massachusetts, Massachusetts Highway Department, Standard Specification for Highways and Bridges, section 460.

Class 1 Bituminous Concrete Base Course, Type 1-1: Comply with Commonwealth of Massachusetts, Massachusetts Highway Department, Standard Specification for Highways

and Bridges, section 420.

b. Asphalt-Aggregate Mixture

Provide plant-mixed hot-laid asphalt-aggregated mixture complying with ASTM D3515 and as recommended by local paving authorities, conforming to Table A, Mixes of Commonwealth of Massachusetts, Massachusetts Highway Department, Materials Specifications M3.11.00 to suit project conditions.

3. Execution

a. Surface Preparation

Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.

Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.

Notify Contractor of unsatisfactory conditions.

Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

b. Patching and Repairs

Patching:

Saw-cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade.

Excavate rectangular or trapezoidal patches, extending 12" into adjacent sound pavement, unless otherwise indicated.

Cut excavation faces vertically.

Tack-coat faces of excavation for full-depth asphalt patching and allow to cure before paving; fill excavation with dense-graded, hot-mix asphalt base mix and while still hot compact flush with adjacent surface.

c. Leveling Course

Install and compact leveling course consisting of dense-graded hot-mix asphalt and surface course to level sags and fill depressions deeper than 1" in existing pavement.

Install leveling wedges in compacted lifts not exceeding 3" thick.

Crack and Joint Filling:

Remove existing filler material from cracks and joints to 1/4" depth.

Refill with asphalt joint-filling material to restore watertight condition.

Remove excess filler that has accumulated near cracks or joints.

d. Tack Coat

Apply uniformly to existing surfaces of previously-constructed asphalt or Portland cement paving and to surfaces abutting or projecting into new hot-mix asphalt pavement.

Apply at a uniform rate of 0.05 to 0.15 gallons per square yard of surface.

Allow tack coat to cure undisturbed before paving

Avoid smearing or staining adjoining surfaces, appurtenances and surroundings.

Remove spillage and clean affected surfaces.

e. Prime Coat

Apply at a rate of 0.20 to 0.50 gallons per square yard over compacted subgrade.

Apply material to penetrate and seal, but not flood surface.

Cure and dry as long as necessary to attain penetration and evaporation of volatile.

4. Installation

Placing Mix:

General:

Place hot-mixed asphalt mixture on prepared surface, spread and strike-off.

Spread mixture at minimum 225 degrees F.

Place inaccessible and small areas by hand.

Place each course to required grade, cross-section, and compacted thickness.

Pavement Placing:

Place in strips minimum 10 feet wide, unless otherwise acceptable to Engineer.

After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for section before placing surface course.

Joints:

Make joints between old and new pavements to ensure continuous bond between adjoining work. Construct joints to have same density, texture and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

Rolling:

General:

Begin rolling when mixture will bear roller weight without excessive displacement.

Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

Accomplish breakdown or initial rolling immediately following rolling of joints and outside edges.

Check surface after breakdown rolling and repair displaced areas by loosening and filing, if

required, with hot material.

Second Rolling:

Follow breakdown rolling as soon as possible, while mixture is hot.
Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

Perform finish rolling while mixture is still warm enough for removal of roller marks.
Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

Remove and replace paving areas mixed with foreign materials and defective areas.
Cut-out such areas and fill with fresh, hot asphalt concrete.
Compact by rolling to maximum surface density and smoothness.

Protection:

After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

Field Quality Control:

General:

Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness.
Repair or remove and replace unacceptable paving as directed by Engineer.

Thickness:

In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness.
Base Course: +/- 1/2"
Surface Course: +/- 1/4"

Surface Leveling:

Test finished surface of each bituminous concrete course for consistency, using 10' straight edge applied parallel with and at right angles to the centerline of the paved area.
Surfaces will not be acceptable if exceeding following tolerances for smoothness.
Base Course Surface: 1/4"
Wearing Course: 3/16"
Check surface areas at 15' intervals or as directed by Engineer.

5. Payment

Payment to be made lump sum based upon repair completed and accepted by the Engineer. Payment will constitute full compensation for all labor, materials, equipment, tools and applicable permits and associated fees, testing and reporting and all other items necessary and incidental to the completion of the work.

END OF SECTION

ATTACHMENT 2

COMMONWEALTH OF MASSACHUSETTS PREVAILING WAGE RATES

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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., Thursday, March 5, 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 21511. This bid may be extended for up to an additional thirty (30) calendar days (beyond the period set forth below) 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 and that said prices will be good for the period of one year.

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.

Bidder agrees that if this bid is accepted he/she will contract with the Owner, as provided for in the bid/contract documents, and that he/she will perform all the work and furnish all bonds, the material and equipment and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies, and all other things required by the documents in the manner and within the time therein prescribed and according to the requirements of the Town as therein set forth and that he/she will take in full payment therefor, the lump sum applicable to the project as offered below.

The 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, in addition to any other rights and remedies available to the Awarding Authority, to indemnify the Awarding Authority for, from and against any loss, expense, damages,

actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of 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 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 site 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.

All structural works should be priced installed with appropriate finishing works. Shop drawings may be required for any additional design work.

The Bidder understands and agrees that the estimated quantities for unit price pay items are not guaranteed, are approximate only, and are included solely for the purpose of comparison of bids, and that it shall be paid no more than its unit prices for all unit price work,

even if such work greatly exceeds the estimated quantities. The Bidder also understands and agrees that the Owner does not expressly or by implication guaranty or warrant the nature and extent of the materials or conditions that may be encountered below the surface of the ground.

REPAIRS TO WARRENS COVE REVETMENT, 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.

Quantities listed are estimates only and not guaranteed to approximate the actual amounts to be used.

ITEM #	DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	TOTAL AMOUNT
1.	Mobilization/Demobilization (Section 0100)	1	LS			
2.	Site Work (Section 0200)	1	LS			
3.	Stone Rip Rap-Complete Reconstruction (Section 0300)	523	LF			
4.	Stone Rip Rap-Repair (Section 0400)	200	LF			
5.	Hot Mix Asphalt Paving (Section 0500)	1	LS			
				TOTAL BASE BID PRICE		\$

TOTAL (IN WORDS): _____

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 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

COUNTY _____

Printed Name and Title

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 has a minimum of ten (10) years experience in performing work of this nature.

Please also provide the names of at least THREE municipal clients for which the bidder has provided this type of work within the last three years, including names and telephone numbers of contact persons.

REFERENCES:

Signed:

Name of Person Authorized 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.