

INVITATION FOR BID AND CONTRACT
FOR THE
SCHOOL STREET BULKHEAD REPAIRS PROJECT
IN THE TOWN OF
BARNSTABLE, MASSACHUSETTS
FOR
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

DATE ISSUED: February 12, 2014

CONTRACT NO.: 08-000-14-002

PRE-BID CONFERENCE: February 20, 2014 at 9:00 AM

BID OPENING: March 6, 2014 at 2:00 PM

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SECTION 1

NOTICE TO BIDDERS

The Town of Barnstable is requesting bids for:

SCHOOL STREET BULKHEAD REPAIRS PROJECT

Sealed bids will be received at the office of the Department of Public Works, 382 Falmouth Road, Hyannis, Massachusetts, until 2:00 PM, March 6, 2014

The work will consist of:

Providing all labor and materials necessary to repair and recoat the existing steel bulkhead as directed by the plans and specifications and dispose of all waste materials in a legal manner.

Bid Documents are available on the Town of Barnstable website, www.town.barnstable.ma.us. Bids shall be in a sealed envelope bearing the words,

“SCHOOL STREET BULKHEAD REPAIRS PROJECT.”

The work in this contract is controlled by the Town of Barnstable Department of Public Works Construction Specifications unless otherwise noted.

The successful bidder will be required to furnish a performance bond and a payment bond each in the amount of one hundred (100%) percent of the contract amount.

To receive consideration, proposals shall be submitted on the appropriate forms no later than the above date and time schedule for the opening. Proposals must be accompanied by a bid security in the amount of **five (5%) percent of the bid price**. If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Barnstable, the bid security shall be forfeited to and become the property of the Town, as specified in paragraph 3.c.

A pre-bid conference will be held at 9:00 AM on February 20, 2014 on site, the terminus of School Street, Hyannis MA 02601. This conference will include a review of the project and a site visit.

Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.

Contractors shall be required to comply with all applicable Massachusetts General Laws, Chapter 30 S.39M, and all other applicable Massachusetts General Laws.

Bidders are not to include in their Bid Proposal sales and compensating use taxes on materials and supplies purchased for this project. All materials used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage laws and Affirmative Action/Equal Opportunity requirements for the time period of the payment request have been submitted.

The Town of Barnstable reserves the right to reject any or all proposals or to accept any proposal that appears to be in the best interest of the Town.

SECTION 2

INSTRUCTION TO BIDDERS

1. SECURING DOCUMENTS

A. The TOWN OF BARNSTABLE DEPARTMENT OF PUBLIC WORKS Invitation to Bid and Contract, Instructions to Bidder, General Conditions, Special Conditions, Bid Payment Item Tally Sheet, and Application and Certification for Payment and all other documents and drawings referenced in the Agreement Section 8 compose the Bid Documents.

2. BID FORMS

A. All bids must be submitted on the forms bound herein, or copies thereof. All blank spaces in the proposal form shall be properly completed in ink and all erasures and corrections initialed by the contractor.

B. All bids must be submitted in a sealed envelope containing the bid, properly marked:

“SCHOOL STREET BULKHEAD REPAIRS PROJECT”

If forwarded by mail, the sealed envelope containing the bid, properly marked, must be enclosed in another envelope addressed to the Department of Public Works.

C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapter 30 and 149, applicable sections, as amended to date.

D. Any bid received after the time and date designated will not be considered.

3. BID SECURITY

A. Bid Security in the amount of FIVE PERCENT (5%) of the bid dollars shall accompany each proposal. At the option of the Bidder, the security may be cash, a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Barnstable. Personal checks will not be accepted.

B. The bid security shall secure the execution of the Contract and the furnishing of a performance and payment bond by a successful bidder.

C. Should any bidder to whom an award is made fail to enter into a Contract therefore within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Payment Bond as required, the amount so received from such bidder through their cash, certified check, treasurer's or cashier's check as bid deposit shall

become the property of the Town of Barnstable, as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Barnstable shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that provided further that in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, their deposit shall be returned to them.

D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the performance bonds, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

4. DEFINITIONS

A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of sub-bids and general bids.

B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

5. BIDDER'S REPRESENTATION

A. Each bidder, in submitting their proposal, represents that they have read and understand the bidding documents.

B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site with the drawings and specifications, satisfied themselves of the conditions of delivery, handling and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.

C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.

D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

6. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make written request to the Town Engineer for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or corrections will be issued as an addendum by

the Town Engineer. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. ADDENDA

A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Town Engineer as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.

B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by facsimile transmission or by U.S. mail to the address furnished by the bidder for transmittal of mail. Facsimile transmitted addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. QUALIFICATIONS OF BIDDER

A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Town Engineer. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by Certified Public Accountant.

B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Owner.

10. ACCEPTANCE OF PROPOSALS

A. Within thirty (30) days after the opening of the proposals the Owner will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Owner and accompanied by Contract and Performance and Payment Bond forms. No other act of the Owner shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

B. In the event there are tied best prices from responsive and responsible bidders, the following methods of breaking the tie shall be employed unless otherwise provided for in these bid documents: The bidder's names shall be entered on a slip of paper and placed in a hat. The award shall then be made to the bidder whose slip is drawn from the hat. The drawing of the slip from the hat shall be performed in the presence of the tied bidders unless they waive their right to be present in writing.

11. TIME FOR EXECUTING CONTRACT AND PROVIDING CONTRACT BOND

A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within ten (10) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

12. PERFORMANCE AND PAYMENT BONDS

A. Within ten (10) days after the date of Notice Acceptance of Bid, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish a performance bond and payment bond, each equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner.

B. The performance bond shall guarantee the satisfactory completion of the project and that the contractor will make good any faults or defects in their work which may develop during the period of said guarantee as a result of improper or defective workmanship, materials or apparatus.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Owner shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

C. Every such bond shall have a power of attorney attached thereto, authorizing the owner to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.

D. Separate Performance Bond and Payment Bond forms shall be provided with Notice of Acceptance.

13. WORK TIME LIMITS

A. At the time of delivery of the properly executed contract and contract bonds to the Town, the Contractor shall furnish a proposed work schedule, in writing, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

B. All work covered by this contract shall be completed within Sixty (60) calendar days of the date of the issuance of the Notice to Proceed.

14. TAX EXEMPTION

State taxes will be excluded from all General and Sub-Bids. Exemption Certificate E-046-001-079 shall be used in lieu thereof.

15. PAYMENT OF EMPLOYEES

A. For work done in the Town of Barnstable, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his sub-contractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal Opportunity information for the period covered by the application has been submitted to the Town.

B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

16. WITHDRAWAL OF PROPOSALS

A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefore.

B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

17. INTERPRETATION OF ESTIMATE OF QUANTITIES

A. All bids will be compared on the estimate of quantities of work to be done, as shown on the proposal.

The contractor expressly agrees that these quantities are being set forth for the comparison of bids only and that the actual amount of work may not correspond therewith. The Town expressly reserves the right to adjust said quantities in accordance with actual conditions as found to exist during the course of work. The Contractor further agrees that any increase or decrease in the quantity for any item shall not be regarded as cause for an increase in the contract unit prices, or in the time allowed for completion of the work except as provided in the contract.

18. RULE FOR AWARD

Contract shall be awarded to the lowest responsive and eligible bidder.

SECTION 3

CONTRACT GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

A. The Contract Documents consist of the Agreement, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Town Engineer. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

B. The Contract Documents shall be signed in not less than triplicate by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2. ENGINEER

A. The Engineer (hereinafter Engineer) will provide general administration of the Contract and will be the Owner's representative during the construction period.

B. The Engineer shall at all times have access to the Work wherever it is in preparation and progress.

C. The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, they will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.

D. Based on such observations and the Contractor's Application for Payment, the Engineer will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Section 3 Sub-Section 9.

E. The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents. He/She will make decisions on all claims and disputes between the Owner and Contractor.

F. The Engineer will have the authority to reject Work which does not conform to the Contract Documents.

3. OWNER

The Owner shall issue all instructions to the Contractor through the Engineer.

4. CONTRACTOR

A. The Contractor shall supervise and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

C. The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work, and shall notify the Engineer if the Drawings and Specifications are at variance therewith.

E. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

F. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as directed for approval of the Engineer for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

G. The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

5. SUBCONTRACTS

A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.

B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall

furnish to the Engineer in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Engineer or the Owner may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

6. SEPARATE CONTRACTS

The Owner has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate with any such other contractors.

7. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

8. TIME

A. All time limits stated in the Contract Documents are of the essence of the Contract.

B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Engineer may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer or Owner or both may determine.

9. PAYMENTS

A. Method of Payment to Contractor

1. The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.

2. The estimates will be itemized on the sheets provided for review and approval by the Engineer and submitted prior to the twentieth of each month during the construction period. Each estimate will show the total value of the work done to date, the total money due the Contractor since the previous estimate and the money paid the Contractor to date. This estimate will be considered approximate only and shall be subject to correction on subsequent estimates.

3. Five (5%) percent of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of G.L. Ch. 30, Section 39G.

4. The acceptance by the Contractor of the final payment, including the retainage of five (5%) percent, shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. 30, Section 39G.

5. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

B. Town's Right to Withhold Payments

1. The Town may withhold from the Contractor so much of any approved payment due them as may in the judgment of the Engineer be necessary:

A. To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work;

B. To protect the Town from loss due to defective work not remedied; or,

C. To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.

2. The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection.

3. No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

C. Measurement and Quantities

1. It is estimated that the quantity of materials mentioned in the Proposal will be required, but this amount shall not control the performance of this Contract, and the Contractor shall be bound hereunder whether or not such estimate is even approximately correct.

2. The Town reserves the right to limit the prosecution of the work to such points, and in such order as the Town may direct.

3. The Town reserves the right to eliminate any portion of the work, so as to bring the total expenditure within the amount available for the project.

4. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract shall be selected by the Engineer.

D. Final Payments

1. Final payments shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

2. The making of final payments shall constitute a waiver of all claims by the Owner except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the

Contract Documents, or 4) terms of any special guarantee required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

10. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby; 2) all the Work and all the materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

11. CONTRACTOR'S LIABILITY INSURANCE

1. Indemnification

The Contractor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the Town.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the

Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of

insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. **Pollution Liability Insurance**

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000.00).

8. **Professional Services Liability/Errors and Omissions Insurance (Reserved)**

9. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

12. **Force Majeure.**

The Agreement shall be subject to **Force Majeure** considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the owner. In the event that the extension is not possible, the Contractor may be required to rebate to the Town a portion of the fee. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall

thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

13. CHANGES IN THE WORK

A. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner as their duly authorized agent.

B. The Contract Sum and the Contract Time may be changed only by written Change Order.

C. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

14. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

15. NON-DISCRIMINATION

All union, vendors and contractors which the Owner deals with are notified that the Owner is an equal employment opportunity employer and that the Owner requires the utilization of employees, and referral of potential employees without regard to race, color, national origin, sex, handicap or age. All entities with contractual agreements with the Owner are informed of the Owner's policy and are required to initiate a program of non-discrimination.

16. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Owner.

17. AFFIRMATIVE ACTION PROGRAM

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Affirmative Action guidelines attached, which form a part of the contract.

18. TRAFFIC CONTROL AND BARRICADES

A. Contractor shall coordinate with the police and fire departments and shall initiate all measures to include erection of barricades, to insure the safety of vehicular and pedestrian traffic in the area adjacent to construction.

B. No excavation shall be left open overnight.

C. Contractor shall notify the Town 24 hours in advance of any pavement cut and shall at that time supply any estimate of the duration of work involving disruption of traffic.

D. Any paving cuts left overnight shall be marked with an approved illuminated warning device.

E. Refer to Standard Specification Section 850 for general policy and description of warning devices.

F. **TRAFFIC OFFICERS.** The attention of the Contractor is directed to the requirement of Subsection 7.11 (including amendments) of the 1988 Standard Specifications for Highways and Bridges. Uniformed Traffic Police officers will be required during the construction period. The Contractor shall take into consideration the number and cost of Uniformed Traffic Police officers will be required to complete the work shown on the Plans.

19. PARTIAL AWARD

A. The Owner reserves the right to award all or part of the Contract item stated in the specification or to reduce the amount of work under any item by agreement with the lowest eligible bidder.

B. A number of alternate prices may be requested in the proposal and the Town reserves the right to award the Contract on the basis of any one of the proposed alternatives.

20. PRE-BID CONFERENCE

A pre-bid conference will be held at 9:00 AM on February 20, 2014 on site at the southern terminus of School Street, Hyannis MA.

21. ROAD OPENING/TRENCH PERMIT

The Contractor, if required, shall apply to the Town for a Road Opening/Trenching Permit at least 24 hours in advance of commencement of work in the Town right-of-way or on Town property. A form for this purpose can be obtained from the Department of Public Works Administration and Technical Support Division. The cost of the Permit is \$160.00.

22. NOTIFICATION OF UTILITIES

In accordance with Chapter 502 of the Acts of 1980, the Contractor shall notify the applicable Water District, Nstar Electric, Comcast, Verizon Telephone Company and National Grid, 72 hours, Saturdays, Sundays and holidays excluded prior to commencing work on the site. Evidence of this notification must be furnished to the Town in order to obtain the road opening permit of Section 3.21 of these Contract General Conditions.

NOTIFICATION OF UTILITIES

The following utility companies which may maintain underground lines or equipment in the project area may be contacted for the required notification of excavation by a single call to DIG-SAFE CENTER 1-888-344-7233.

NSTAR (electric) 1-800-642-7070
P.O. Box 70
Hyannis, MA 02601

VERIZON (telephone) 508-394-0973
44 Old Town House Road
South Yarmouth, MA 02664

NATIONAL GRID (gas) 508-760-7500
127 White's Path
South Yarmouth MA 02664

COMCAST (cable) 508-543-9022 x 7801
Michael Ahearn, Construction Manager Mike_Ahearn@cable.comcast.net
85 East Belcher Road
Foxboro, MA 02035

In addition, direct contact must be made with the applicable Water District Office.

HYANNIS

Water Supply Division
47 Old Yarmouth Road
Hyannis, MA 02601
508-775-0063

Dig-Safe cannot be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in public ways that run from utility poles to buildings.

It is therefore incumbent upon all contractors to ascertain if any electric cables are located in any area prior to excavation. This will be done at the contractor's expense.

Farrell Electric, Inc.
Holmes Road
North Eastham, MA 02651
508-255-1697

All Cape Locating
Don Costa
1-800-760-3785

Willman Electric, Inc.
1199 Pitchers Way
Hyannis, MA 02601
508-775-2568

SECTION 4
CONTRACT SPECIAL CONDITIONS

See Section 16, Contract Special Provisions.

SECTION 5

PROPOSAL SUBMITTAL

The following must be filled out in their entirety by the General Bidder and, except for as noted, submitted with the bid.

- Proposal Form. Pages 5-2 and 5-3
 - Signed by Authorized Representative
 - Acknowledge ALL addenda
 - Complete all requested information
 - Prevailing wages apply

 - State Tax Certification Page 5-4
 - Certificate of Non-Collusion Page 5-4
 - OSHA Certification Pages 5-5 to 5-6

- Unit Prices Pages 5-7

- 5% Bid Bond

- References Page 5 - 8

The following must be submitted within 5 days after the bid opening:

Schedule for Participation by Minority/Women Business Enterprises (CC Form -1) Page 6-20

Letter of Intent Minority/Women Business Enterprises Participation (CC Form -2) Page 6-21

NOTE: Waiver or reduction of MBE/WBE will not be considered after bid submittal date. See Town Policy for requirements.

PROPOSAL FORM

CONTRACTOR

TO: Department of Public Works
Town of Barnstable
382 Falmouth Road
Hyannis, MA 02601

A. The undersigned proposes to furnish all labor and materials required for the construction of:

SCHOOL STREET BULKHEAD REPAIRS PROJECT

CONTRACT NO. 08-000-14-002

In accordance with the Plans and Specifications prepared by the Town of Barnstable Department of Public Works for the estimated contract price specified below subject to additions and deductions according to the terms of the Contract Documents.

B. This bid includes Addenda Numbered _____

C. The proposed Base Bid contract price is _____

_____ DOLLARS _____

The proposed Add Alternate Item A-1 price is _____

_____ DOLLARS _____

D. Rule for Award: Award will be determined by the lowest responsive and responsible bidder for both the Base Bid Price and the Add Alternate Item A-1 Price.

D. The undersigned, as bidder, declares under penalties of perjury that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made and submitted in good faith and without collusion or fraud with any other person, firm or corporation; that he has filed all state tax returns and paid all state taxes under law; that he has carefully examined the locations of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the Special Conditions herein annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Awarding Authority, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, per pages 5-7.

- E. The undersigned agrees that if presented with the Notice of Acceptance for this contract, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, execute a contract in accordance with the terms of this bid and furnish a performance bond and a payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred (100%) percent of the contract price, the premiums for which are to be paid by the Contractor and are included in the contract price; and within five (5) days of the bid opening, the bidder will submit all M/WBE required documentation, per Section 6.

Date: _____

Authorized Signature

By: _____
Title

Business Address

City State Zip

Telephone

Fax

Email

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

* Signature of Individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, if signed,

Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency **will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

TOWN OF BARNSTABLE

CERTIFICATE OF NON COLLUSION

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

FIRM _____ SIGNATURE _____

ADDRESS _____ NAME (print) _____

_____ TITLE _____

TELEPHONE _____ DATE _____

NOTE: This certificate must be signed by the individual submitting the bid or proposal.

Town of Barnstable Procedures

OSHA Training Certification of contractors

As of July 1, 2011, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who's name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2011 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(1) 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; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone _____ Fax: _____

UNIT BID PRICE

**SCHOOL STREET BULKHEAD REPAIRS PROJECT
CONTRACT # 08-000-14-002**

BASE BID

ITEM NO.	WORK ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICES	EXTENDED
1	Mobilization	1	LS		
2	Steel Patch Plate Repairs (Sta. 0+05 & Sta. 0+09)	1	LS		
3	Clean and Re-coat Bulkhead (Sta. 0+00 to Sta. 0+52)	1	LS		
4	De-Mobilization	1	LS		
<p>BASE BID TOTAL: _____</p> <p align="center">(s)</p>					

ADD ALTERNATE:

ITEM NO.	WORK ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICES	EXTENDED
A-1	Addition of Steel Plate Patch Repair (assume 18" square x 1/2" thick)	-	EA		
<p>ADD ALTERNATE A-1 BID TOTAL: _____</p> <p align="center">(s)</p>					

REQUIRED BID SUBMITTAL FORM

REFERENCES

BIDDER NAME: _____

PROJECT NAME: _____

Bidders must provide a list of at least 5 references to which similar size and scope projects have been completed within the past five (5) years, along with a name of a contact person and phone numbers. (Municipalities desired, if applicable). Additionally, please attach to this form, a complete list of ongoing projects, projects completed within the past two years including project contact names, values and contact names and numbers. Town reserves the right to obtain additional references at their option.

1. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

2. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

3. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

4. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

5. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

SECTION 6

TOWN OF BARNSTABLE

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit bids in response to this Invitation for Bid. For the purposes of this bid, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this bid.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

- A. The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)**

The contractor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION 7

INSERT WAGE RATES

SECTION 8

**TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND OWNER**

THIS AGREEMENT, made this _____ day of _____ 2014 by and between
the TOWN OF BARNSTABLE, Massachusetts, hereinafter called Owner,
and _____

with legal address and principal place of business at

hereinafter called Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the **SCHOOL STREET BULKHEAD REPAIRS PROJECT** hereinafter called the Project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental General Conditions of the Contract; and at their own cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintending, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices stated in the Proposal, the General Conditions, the Supplemental and Special Conditions of the Contract, any addenda previously issued, and all other documents included in the bound volume entitled “**INVITATION FOR BID AND CONTRACT FOR THE SCHOOL STREET BULKHEAD REPAIRS PROJECT IN THE TOWN OF BARNSTABLE, MASSACHUSETTS, CONTRACT NO.: 08-000-14-002 DATED FEBRUARY 12, 2014**” and the bid submitted March 6, 2014, general conditions, details and item descriptions and all other documents included in the bound volume entitled “Town of Barnstable Department of Public Works Construction Specifications and Standards Volume”, and the plans and drawings entitled “**SCHOOL STREET BULKHEAD REPAIRS PROJECT**” dated August 2, 2013; all of which are made a part hereof and collectively evidence and constitute the Contract.

Force Majeure. The Agreement shall be subject to **Force Majeure** considerations. Either party hereto shall be excused from performance of any act under the contract if prevented for the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the owner. In the event that the extension is not possible, the Contractor may be required to rebate to the Town a portion of the fee. Continued failure to perform for periods aggregating

sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 3.11 for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Barnstable named as an additional insured. Renewal certificates of insurance must be submitted to the Town of Barnstable, Risk Management, 230 South St., Hyannis, MA 02601 on a yearly basis.

Governing Law – This contract is governed by the laws of the Commonwealth of Massachusetts.

Massachusetts General Law Chapter 149 and 30 S.39M hereby apply to this contract. Prevailing wages dated January 21, 2014 apply to this contract. The contractor shall submit weekly certified payrolls with invoices to Town of Barnstable, Attn: Roger D. Parsons, P.E., Town Engineer 382 Falmouth Road, Hyannis, MA 02601. OSHA 10 certification is required for all employees and subcontractors performing work on the job site. A one hundred percent (100%) payment bond and performance bond is required with this signed contract.

The Contractor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the Town.

THE OWNER agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Sub-Section 9 of Section 3, General Conditions.

CONTRACT AMOUNT \$ _____

The total payment shall not exceed this contract amount, without the written authorization of the Owner. The completion date of this project Sixty (60) days from issuance of the Notice to Proceed.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By:

Authorized Signature

Print Name and Title

Approved as to form

Ruth J. Weil, Esq., Town Attorney

TOWN OF BARNSTABLE

By: _____
Thomas K. Lynch, Town Manager

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws

By: _____
Mark A. Milne, Finance Director

SIGNATORY AUTHORITY – **SCHOOL STREET BULKHEAD REPAIRS PROJECT**

At a duly constituted meeting of _____ held on _____
Name of (Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

(Name) (Officer)
of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and
behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or
obligation in this company's name on its behalf of such

(Officer) under seal of the company, shall
be valid and binding upon this company.

A TRUE COPY,
ATTEST:

(Clerk)

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the clerk of the _____
_____ that _____
is duly elected _____ of said company, and the above
vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract

(Clerk)

(CORPORATE SEAL)

On this _____ day of _____, 2014, before me, the undersigned notary public, personally
appeared _____, proved to me through satisfactory evidence of
identification, which were _____,
to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A
NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS
CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS
CONTRACT, HAVE SIGNATURE NOTARIZED ABOVE.

SECTION 9

PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENTS, THAT _____

as principal, and _____

as surety, are held and firmly bound unto the Town of Barnstable, Massachusetts in the sum of:

lawful money of the United State of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of _____, 2014, for the construction project

SCHOOL STREET BULKHEAD REPAIRS PROJECT

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

IN WITNESS THEREOF, we hereunto set our hands and seals this _____

day of _____, 2014.

(Seal)

By: _____

By: _____

SECTION 10

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT

_____ as principal,

and _____

as surety, are held and firmly bound unto the Town of Barnstable, Massachusetts, in the sum of

lawful money of the United States of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of _____, 2014, for the construction of the

SCHOOL STREET BULKHEAD REPAIRS PROJECT

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract any extensions thereof that may be granted by the Town of Barnstable, Massachusetts, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may be hereafter made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seal this _____ day of _____, 2014.

Seal

By: _____

By: _____

SECTION 11

**TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS**

_____, 2014

ACCEPTANCE OF BID

_____ is herewith notified that their bid for the **SCHOOL STREET BULKHEAD REPAIRS PROJECT** in the Town of Barnstable, Massachusetts, Contract Number **08-000-14-002** in the amount of _____ submitted on March 6, 2014 has been accepted.

Please complete the attached "AGREEMENT BETWEEN CONTRACTOR AND OWNER," "PERFORMANCE BOND" and "PAYMENT BOND" forms and return to the Department of Public Works, 382 Falmouth Road, Hyannis, MA 02601, together with a Certificate of Insurance.

Thomas K. Lynch, Town Manager

SECTION 12

**TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO PROCEED

DATE: _____, 2014

SUBJECT: SCHOOL STREET BULKHEAD REPAIRS PROJECT

Contract Number 08-000-14-002

TO:

1. You are hereby given formal NOTICE TO PROCEED in accordance with the provisions of the subject contract.
2. It is requested that acknowledgment of this NOTICE be indicated by endorsement hereon, and that the original be returned to this office. The duplicate should be retained in your office files.

Roger D. Parsons, P.E., Town Engineer

FIRST ENDORSEMENT

TO: Town Engineer
382 Falmouth Road
Hyannis, MA 02601

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

under contract # **08-000-14-002**

By: _____

Date: _____

SECTION 13

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: TOWN OF BARNSTABLE CONTRACT # 08-000-14-002
 DEPARTMENT OF PUBLIC WORKS TITLE _____
 382 FALMOUTH ROAD
 HYANNIS, MA 02601 CONTRACTOR _____

ATTN: _____

_____ Application Date _____

_____ Period From _____ To _____

NOTE: In order to receive payment for the monthly period covered by this application, this form shall be delivered to the Engineer on the third Monday of each month or the working day immediately preceding. Amounts not so applied for shall carry over to the next scheduled billing period.

CHANGE ORDER SUMMARY

Number	Date		
TOTALS			

ORIGINAL CONTRACT SUM \$ _____
 Net Change by Change Order \$ _____
 Contract Sum to Date \$ _____
 TOTAL COMPLETED TO DATE \$ _____
 Retainage \$ _____
 Total Earned Less Retainage \$ _____
 Less Previous Certificates for Payment. \$ _____
 Current Payment Due \$ _____

The undersigned certifies that the work covered by this application has been completed in accordance with the Contract Documents, that all amounts have been paid by them for Work and Materials for which previous Certificates for Payments have been issued and payments received from the Owner, that all Contractor and Sub-contractor payroll data for the time period covered by this application has been submitted to the Town and that the current payment shown herein is now due.

CONTRACTOR: _____

BY: _____

DATE: _____

SECTION 14
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS
HYANNIS, MA 02601

(508) 790-6400

TAX EXEMPTION NUMBER

Date:

TO WHOM IT MAY CONCERN:

This is to certify that whenever _____

purchases material and supplies for projects awarded by bid for the Town of Barnstable, all materials used on these projects are tax exempt.

Our Tax Exempt number is E-046-001-079.

Roger D. Parsons, P.E.
Town Engineer

SECTION 15

**TOWN OF BARNSTABLE
CHANGE ORDER**

CHANGE ORDER NO. _____ DATE: _____

CONTRACT NO. 08-000-14-002 PROJECT NO. _____

CONTRACT TITLE: **SCHOOL STREET BULKHEAD REPAIRS PROJECT**

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

REVISED CONTRACT AMOUNT

PREVIOUS CONTRACT AMOUNT	\$ _____
AMOUNT OF THIS ORDER	\$ _____
(decrease) (increase) (no change)	
REVISED CONTRACT AMOUNT	\$ _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized.

This order covers the contract modification hereunder described:

The work covered by this order shall be performed under the same terms and conditions as included on the original construction contract.

Change Approved:

By: _____ Date: _____

Contractor

Title: _____

TOWN OF BARNSTABLE

By: _____ Date: _____

Mark Milne, Town Accountant

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this change order in accordance with Ch 44 §31C of the Massachusetts General Laws

By: _____ Date: _____

Thomas K. Lynch, Town Manager

By: _____ Date: _____

Daniel W. Santos, P.E., Director

By: _____ Date: _____

Roger D. Parsons, P.E., Town Engineer

SECTION 16

SUPPLEMENTARY SPECIFICATIONS

(Insert)

Drawings, 5 pages

Town of Barnstable Conservation Commission Order of Conditions