



TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS

INVITATION FOR BIDS

Westwood Pump Station Maintenance & Improvement Project

Bid # DPW-17-B-011

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

- Bids must be delivered in a manner such that the package is hand-delivered to a Westwood Town Hall employee. If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff to be considered properly delivered
- All General Bids must be delivered by **11:00 am on Thursday, December 22, 2016** to:
Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090
- All Sub-Bids must be delivered by **11:00 am on Thursday, December 8, 2016** to the address referenced above.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such bid(s).
- If, at the time of the scheduled bid due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the bid opening will be postponed until 12:00 noon on the next normal business day. Bids will be accepted until that date and time.

Submit the bid in a sealed envelope clearly marked "***Bid # DPW-17-B-011, Westwood Pump Station Maintenance & Improvement Project.***"

- A Pre-Bid meeting will be conducted on **Thursday, December 1, 2016 at 10:00am** at 50 Carby Street, Westwood, MA 02090 with pump station walk-throughs immediately following the Pre-Bid meeting. While attendance at the Pre-Bid meeting is not mandatory, all vendors are highly encouraged to attend.
- **The bids shall be completed on the Form For General Bid, Section 00410 and Form For Sub-Bid, Section 00420.**
- **The bid must include the documents listed below.**
 - Bid deposit in the amount of five percent of the total amount of Bid
 - Evidence of authority to sign
 - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
 - Evidence of Bidder's qualifications in accordance with Article 3 of Section 00200



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- DCAM Certificate of Eligibility
 - DCAM Update Statement
 - List of Subcontractors
 - Reference List
 - Attachment A - Labor Harmony and OSHA Training
 - Attachment B – Certificate of Non-Collusion
 - Attachment C – Tax Compliance Certificate
 - Attachment D –Signature Page
- **The bid must also include a Bid Signature Form (Attachment D).** When the Bid Signature Form is completed, it declares:
 - The only parties interested in this bid are the Principals named herein.

 - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.



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SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINED TERMS

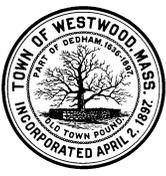
- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.1 Refer to Advertisement for Bids for information on examination and procurement of documents.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 3.2 Bidders shall demonstrate extensive experience in the upgrade of wastewater pumping stations. A minimum of five projects of similar scope shall have been successfully completed by the Bidder within the past five years. Submit with the bid a summary of experience and representative projects to show compliance with these qualifications.
- 3.3 Bidders or members of the bidder's team performing medium voltage terminations shall have completed similar medium voltage equipment replacement work on 5 different pumping station facilities in the last 5 years. Completed projects shall be of comparable size to the equipment being replaced at this facility. Submit with the bid a summary of experience and representative projects to show compliance with these qualifications.
- 3.4 Bidders may be investigated by Owner to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of Owner's or Engineer's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the



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Agreement. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- 3.5 In accordance with Section 44D of Chapter 149 of the General Laws of Massachusetts as amended, the prospective General Bidders and Filed Sub-Bidders must submit, to Owner with their bid, a certificate of eligibility issued by the Division of Capital Asset Management (DCAM), showing that the Bidder has been approved to bid on projects of the size and nature as advertised herein. Prospective General Bidders and Filed Sub-Bidders must also submit an updated statement summarizing their record for the period between the latest DCAM certificate and the date of the bid submittal. The DCAM certificate of eligibility to be submitted by Prospective General Bidder shall be for the category of Work defined as “Sewage and Water Treatment Plants” and for the Filed Sub-Bidders shall be for the respective trade for which they are submitting a Bid.

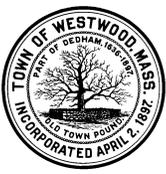
ARTICLE 4 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.1 The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by Contractor.

4.2 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. No such data is available.
 2. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

4.3 *Site Visit and Testing by Bidders*



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- A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work for which a Bid is to be submitted. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 BIDDER'S REPRESENTATIONS

5.1 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda, data, and referenced items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and carefully study all reports and drawings relating to a Hazardous Environmental Condition, if any, at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;



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- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, , and 3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and finishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 PRE-BID CONFERENCE

- 6.1 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to procurement@townhall.westwood.ma.us. Prospective bidders must be registered users of the web site to submit questions regarding the project. In order to receive consideration, questions must be received at least five days prior to the date fixed for the opening of Bids. Interpretations or clarifications in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.



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- 7.2 Addenda may be issued to clarify, correct, supplement or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.1.
- 7.3 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

ARTICLE 8 BID DEPOSIT

- 8.1 In the Bidding Documents, the terms “Bid security” and “Bid deposit” shall have the same meaning.
- 8.2 Bids must be accompanied by a Bid deposit in the amount of 5% of the Bidder’s maximum Bid price (including any additive alternates) and in the form of a bid bond payable to the Owner.
- 8.3 All Bid deposits of General Bidders, except those under consideration by Owner, will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid deposits will be returned upon the execution and delivery of the Agreement. The Bid deposit of the Successful Bidder will be retained until such bidder has furnished the required contract security and executed the Agreement, whereupon the bid deposit shall be returned. If the Successful Bidder fails to furnish the required contract security within 15 days after the Notice of Award and execute the Agreement within 5 days after receipt from Owner, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited to Owner as liquidated damages for such failure.
- 8.4 All Bid deposits of Filed Sub-bidders will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the opening of the General Bids, except
- A. those of the Sub-bidders named in the General Bids of the three lowest responsible and eligible General Bidders, and
 - B. those of the three lowest and responsible and eligible Sub-bidders for each sub-trade.
 - C. the Bid deposits of Sub-bidders not returned pursuant to the provisions of the preceding sentence will be returned within 5 days, excluding Saturdays, Sundays and legal holidays, after the execution of the Agreement.

ARTICLE 9 CONTRACT TIME

- 9.1 The number of days within which, or the dates by which, the Work is to be:
- A. substantially completed, and/or
 - B. completed and ready for final payment
- are set forth in the Agreement.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.



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ARTICLE 11 SUBSTITUTE AND “OR EQUAL” ITEMS

11.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the effective date of the Contract.

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

ARTICLE 13 PREPARATION OF BID

13.1 A Bid must be made on the Bid form included with the Project Manual. The Bid form shall not be altered in any way.

13.2 The Bid form must be completed in ink. Blank spaces in the Bid form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to complete each and every item of Work. Ditto marks shall not be used.

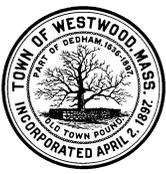
13.3 A Bidder shall execute his Bid as stated below.

- A. A Bid by an individual shall show the Bidder’s name and official address.
- B. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- C. A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature) and must be accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the corporate secretary. The state of incorporation and the official corporate address shall be shown.
- D. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- E. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- F. All names must be printed in ink below the signature.

13.4 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.

13.5 Postal and email addresses and telephone number to which communications regarding the Bid are to be directed shall be shown.

13.6 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.



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- 13.7 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted. Refer to the Bid Form for a list of documents that shall be submitted in addition to the Bid Form.
- 13.8 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article may be cause for rejection of the Bid.

ARTICLE 14 BASIS OF BID

14.1 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid form.
- B. The award will be based on the lowest eligible base Bid.

14.2 Allowances

- A. The Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents in accordance with paragraph 13.02 of the General Conditions.

ARTICLE 15 SUBMITTAL OF BID

- 15.1 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid deposit and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at the address in the Advertisement for Bids.
- 15.2 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.3 Each Sub-bid shall also note on the envelope the notation "Sub-bid" and the name of the sub-trade for which the Sub-bid is submitted.
- 15.4 The form for General Bid requires the General Bidder to indicate whether the General Bidder will require Performance and Payment Bonds to be furnished by one or more filed Sub-bidders. If the General Bidder requests one or more filed Sub-bidders to furnish such bonds, the General Bidder must pay the premiums for all such bonds requested, and must include the costs of such premiums in his General Bid.
- 15.5 Required sub-subcontractors identified in the Specifications must be listed on the appropriate Sub-Bid forms with their corresponding bid prices in accordance with MGL c. 149, §44F.



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ARTICLE 16 MODIFICATION OR WITHDRAWAL OF BID

16.1 Withdrawal Prior to Bid Opening

- A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.2 Modification Prior to Bid Opening

- A. If a Bidder wishes to modify its Bid prior to the Bid opening, Bidder must withdraw its initial Bid in the manner specified in paragraph 15.1.A and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17 OPENING OF BIDS

17.1 Bids will be opened as indicated in the Advertisement for Bids and publicly read aloud.

17.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Advertisement for Bids. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by Owner.

17.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

17.4 No responsibility will attach to Owner, its employees or the Engineer for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 18 DISQUALIFICATION OF BIDDERS

18.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid deposit prior to the end of this period.

ARTICLE 20 EVALUATION OF BIDS AND AWARD OF CONTRACT

20.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

20.2 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid deposit.

20.3 Owner reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

20.4 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.



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- 20.5 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.6 In evaluating whether a Bidder is responsible, Owner will consider the qualifications the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 20.7 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 20.8 If the Owner awards the Contract for the Work, such award shall be to the responsible Bidder (who has neither been disqualified nor rejected pursuant to Article 18 or this Article 20) submitting the lowest responsive Bid.
- 20.9 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

ARTICLE 21 CONTRACT SECURITIES

- 21.1 Performance and payment bonds shall be furnished by the successful Bidder. The amounts of and other requirements for performance and payment bonds are stated in Article 6 of the General Conditions. Performance and payment bonds submitted shall be posted by a recognized surety company having a place of business in the Commonwealth of Massachusetts. All performance and payment bonds signed by an agent must be accompanied by a certified copy of the authority to act. Performance Bonds and Payment Bonds shall be submitted on the forms included in Sections 00610 and 00615, respectively, of the Contract Documents. Additional requirements may be stated in the General or Supplementary Conditions.
- 21.2 Within five days of receiving the Agreement, Saturdays, Sundays and legal holidays excluded, the Successful Bidder shall deliver to Owner and Engineer, for review and approval, the performance bond and the payment bond he proposes to furnish at the time of the execution of the Agreement.
- 21.3 The required contract securities will become part of the Contract Documents.
- 21.4 A performance and payment bond furnished by a Subcontractor, at the request of a General Contractor set forth in the form for General Bid, shall be for the benefit of the General Contractor; shall secure the performance of the sub-contract by the Subcontractor; and shall indemnify and hold harmless the General Contractor and the surety or sureties under the payment bond furnished by such General Contractor to Owner against (1) any and all loss and expense arising out of any and all claims in connection with the performance of said Subcontract which would be required to be paid under the Payment bond furnished by the General Contractor to Owner and (2) attorney's fees in the event that the Subcontractor, after notice, fails to assume the defense of and defend such claims.

ARTICLE 22 CONTRACT INSURANCE

- 22.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 6 of the General Conditions and in the Supplementary Conditions.



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- 22.2 Within five days of receiving the Agreement, Saturdays, Sundays and legal holidays excluded, the Successful Bidder shall deliver evidence of required insurance to Owner and Engineer.
- 22.3 The required insurance certificates will become part of the Contract Documents.

ARTICLE 23 SIGNING OF AGREEMENT

- 23.1 The Owner will transmit the required number of unsigned Agreements to the Successful Bidder with the Notice of Award. Within five days of receiving the Agreement, Saturdays, Sundays and legal holidays excluded, the Successful Bidder shall sign the Agreements and return them to the Owner. The Owner will return one executed Contract to the Successful Bidder.

ARTICLE 24 SALES TAXES

- 24.1 Owner is exempt from Massachusetts State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The tax exemption number will be provided to the Successful Bidder.

ARTICLE 25 MASSACHUSETTS PREVAILING WAGE RATES

- 25.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. The Wage Rate Determination is included as Attachment A to the Supplementary Condition, Section 00800.
- 25.2 It is the responsibility of the Bidder before bid opening to request any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed Work under this Contract.

ARTICLE 26 COMPETITIVE BIDDING

- 26.1 The bidding and the Award of the Contract and Subcontracts shall be in full compliance with Chapter 149, Sections 44A to 44J inclusive of the General Laws of the Commonwealth of Massachusetts as amended. Bids from General Contractors shall be for the complete project as specified and shall include the names of all Subcontractors designated in the Bid Form, and the General Contractor shall be selected on the basis of such Bid. Each General Bid shall be divided into two parts.
- A. Part I - The Work of the General Contractor being all Work other than that covered by Part II.
 - B. Part II - The Work of all Subcontractors and the Bid prices therefore as listed in the Form for General Bid attached hereto.
- 26.2 As required by law, filed Sub-bids for each of the following classes of Work will be received at the time and place stated in the Advertisement for Bids:

CLASS OF WORK

Electrical Work



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END OF SECTION