

SOLICITATION FOR:

**COATING SYSTEM FOR  
CONCRETE AERATION TANK INTERIORS (2)**

#16-IFB-004



WAREHAM, MASSACHUSETTS

RELEASED:

**June 8, 2016**

DUE BY:

**June 23, 2016 @ 11:00 am**

DELIVER TO:

Town of Wareham  
Water Pollution Control Facility  
6 Tony's Lane  
Wareham, MA 02571

## **SECTION 1.0 INSTRUCTIONS TO BIDDER**

### **1.1 General**

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571
- Bids submitted must be originals.
- The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided:
  - a. Signed Terms, Conditions and Certifications
  - b. Completed Bid Pricing Page
  - c. Completed Statement of Compliance Form
  - d. Completed Certificate of Authority
  - e. Completed Appendix A - Past Performance / References

NOTE: If Vendor is incorporated, an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

### **1.2 General Information & Submissions Instructions**

#### **1.2.1 Bid Delivery**

Responses must be delivered by **June 23, 2016 @ 11:00 a.m.** to Town of Wareham Water Pollution Control Facility. Two (2) copies of the response should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include a forms listed in Section 1.1.

#### **1.2.2 Bid Signature**

A response must be signed as follows: 1) if the Bidder is an individual, by her/him personally; 2) if the Bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

#### **1.2.3 Time for Bid Acceptance**

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the Town of Wareham and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

#### **1.2.4 Bonding Requirements**

- 5% Bid Bond

- 100% Payment Bond and 100% Performance Bond Required for Awarded Contractor Only) provided within 10 business days of award notice. All Bonds are to be issued a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount stated.

#### **1.2.5 Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. Addenda will be posted on the town's website. No changes may be made to the solicitation documents by the Bidders without written authorization and/or an addendum from the Purchasing Department. **It is also the responsibility of the vendor to monitor the Town's website for addenda. The web address is: [www.wareham.ma.us](http://www.wareham.ma.us)**

#### **1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

Any Bidder may correct, modify, or withdraw a bid by written notice received by the Town of Wareham prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, a Bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

#### **1.2.7 Right to Cancel/Reject Bids**

The Town of Wareham may cancel this solicitation, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

#### **1.2.8 Bid Prices to Remain Firm**

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

#### **1.2.9 Unbalanced Bids**

The Town reserves the right to reject unbalanced, front-loaded and conditional bids.

#### **1.2.10 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, the Water Pollution Control Facility is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until **11:00 a.m.** on the next normal business day. Bids will be accepted until that date and time.

#### **1.2.11 Price Submission**

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

#### **1.2.12 Estimated Quantities**

The Town of Wareham has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

#### **1.2.13 Brand Name "or Equal"**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The Town has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

#### **1.2.14 Warranty**

The Bidder warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town. The bidder guarantees that upon inspection, any defective or inferior equipment or supplies shall be replaced without additional cost to the Town. The vendor will assume any additional cost accrued by the Town due to the defective or inferior equipment or supplies. The bidder guarantees all equipment or supplies for a period of five (5) years, or as otherwise specified herein.

#### **1.2.15 Cancellation**

The Town reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

#### **1.2.16 Project Schedule**

A written project schedule shall be date specific and include all phases of the project.

### **1.3 Questions about the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Guy Campinha, Director, Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571 **before 4:00 PM on June 15, 2016**. Questions may be delivered, mailed, faxed to 508-291-0155, or e-mailed to [gcampinha@wareham.ma.us](mailto:gcampinha@wareham.ma.us). Written responses will be posted on the Town's website. If any bidders or proposers contact anyone outside of the Wareham Water Pollution Control Facility regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

### **1.4 Pre-bid Site Visit**

There will be a **mandatory** site visit for this project held at the site (6 Tony's Lane, Wareham, MA). The pre-bid site visit will be on **June 14, 2016 @ 11:00 a.m.** Plans will be available for viewing at the mandatory pre-bid site visit.

### **1.5 Rules for Award**

A contract will be awarded to the responsive and responsible bidder offering the lowest total cost to complete project.

## **SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS**

### **2.1 Bid Offers**

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the Town of Wareham. Bids with erasures or alterations will be rejected.

### **2.2 Prices**

Must be F.O.B. Delivered Destination-Wareham, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

### **2.3 Awards**

To a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

### **2.4. Payment**

The Town of Wareham shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the Town Department in sufficient time for such discounts to be taken advantage of by the Town and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the Town, as specified on the order or from the date a correct invoice is received by the using agency of the Town, if the latter date is later than the date of delivery.

### **2.5. Guarantees**

The successful bidder shall repair, replace, or make good, without cost to the Town, any defects or faults arising within five (5) years after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

### **2.6 Patents**

The Seller shall indemnify and save harmless the Town and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the Town may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

### **2.7 Legality**

The successful bidder shall comply with all applicable United States, Massachusetts, and/or Town of Wareham codes, statutes, ordinances, rules, and regulations. This includes the payment of prevailing wages.

Any laws applicable to this procurement and the resulting contract are deemed to be inserted therein as if fully set out in the text.

## **2.8 Taxes**

Purchases made by the Town are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

## **2.9 Bonds**

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to Town of Wareham and must be filed with the original bid at the Wareham Water Pollution Control Facility. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the Town of the performance bond. In the case of a default, the bid surety shall be forfeited to the Town of Wareham. The successful bidder maybe required to furnish a performance bond in an amount equal to one hundred (100%) percent of the Contract price and with a MA licensed Surety satisfactory to the Town. The Contractor will assume all costs for bonds.

## **2.10 Liquated Damages**

Contractor agrees to pay **not as a penalty** as liquidated damages the sum of \$500.00 for each consecutive calendar day after \_\_\_\_\_.

## **2.11 Orders**

Verbal Orders are not binding on the Town of Wareham, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of the Town Department shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of Contract.

## **2.12 Indemnity**

Contractor shall agree to Indemnify, Defend, and Hold the Town Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

## **2.13 Equality**

Where trade names or specific manufacturers are mentioned in the specifications, the Town does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The Town invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting

competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if: (a) it is at least equal in quality, durability, appearance, strength, and design; (b) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and (c) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the Town in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L. Ch.30, §.39J, or other applicable statute, approval shall be at the sole discretion of the Town, it shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

#### **2.14 Minority Business Enterprise Plan**

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,  
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the

awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

### **2.15 Right to Know Legislation**

M.G.L., Ch. 111F and 454 CMR 21.06. All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

### **2.16 Non-Collusion Affidavit**

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10. Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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,

### **2.17 State Taxes Paid**

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### **2.18 Bid Offers**

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

### **2.19 Unit Price**

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

### **2.20 Insurance**

Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the Town of Wareham as Additional Named Insured shall be filed with the Town prior to the commencement of any contract's operations. All policies



and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to Town of Wareham. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

### **2.21 Independent Contractor**

The contractor is neither an agent nor an employee of the Town of Wareham and is not authorized to act in behalf of the Town of Wareham.

### **2.22 Complete Agreement**

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

### **2.23 Assignment / Sub-Contracting**

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the Town without prior written consent of the Town of Wareham.

### **2.24 Conflict of Interest**

The bidder certifies that no official or employee of the Town of Wareham has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A, s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the Town of Wareham .

### **2.25 Termination**

The Town of Wareham shall have the Right to terminate this Agreement, if: (A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the Town of Wareham , or, (B) a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. Town of Wareham shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The Town of Wareham may terminate this Contract or any Purchase Order issued hereunder without cause at any time, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice

of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

### **2.26 Return of property**

Upon termination, the Contractor shall immediately return to the Town of Wareham, without limitation, all documents, plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the Town, or items developed by the Contractor in accordance with the terms of a Contract with the Town of Wareham .

### **2.27 Interpretations of Specifications**

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Water Pollution Control Facility Director.

### **2.28 Information**

The submission of a bid offer authorizes the Town to contact any and all parties referenced by the bidder in regard to financial and operational information. The Town shall have the right to request verification of any information or qualifications submitted as part of any offer to the Town.

### **2.29 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to Town.

### **2.30 Governing Law**

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

### **2.31 Enforceability**

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

### **2.32 Samples**

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

### **2.33 Discrimination**

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

## **CERTIFICATIONS**

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be rejected.

*In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:*

**1. STATE TAXES PAID:** Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**2. CERTIFICATE OF NON-COLLUSION:** M.G.L. C. 30, s. 39M and/or C. 30B, s.10: Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

**3. PUBLIC CONTRACTS - DEBARMENT:** M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

**4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$10,000.00:**

Chapter 306 of the Acts of 2004: The undersigned certifies that the firm 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 U.S. OSHA that is at least 10 hours in duration at the time that 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 U.S. OSHA that is at least 10 hours in duration.

**5. COMPLIANCE:**

The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to

cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name \_\_\_\_\_

Circle: Corporation Partnership Individual

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title of Person Signing Bid or Proposal \_\_\_\_\_

Date \_\_\_\_\_

Company Federal ID # or Social Security # \_\_\_\_\_

State of Incorporation \_\_\_\_\_

*Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.*

**SECTION 3.0  
INVOICING REQUIREMENTS**

**3.1 General**

Each invoice shall be mailed to the designated billing office at the following address after completion of order:

**Town of Wareham  
Water Pollution Control Facility  
6 Tony's Lane  
Wareham, MA 02571**

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

Name of the business concern, invoice number and invoice date;

Contract number or authorization for delivery of property of performance of services;

1. Description, price, and quantity and services actually delivered or rendered;
2. Shipping and payment terms;
3. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
4. Other substantiating documentation or information as required by the contract.

**SECTION 4.0  
SCOPE OF WORK**

**4.1 Description**

The Town of Wareham seeks to reline two (2) aeration basins during the months of November thru March (weather permitting). If not completed in that timeframe, to be finished the following November. The aeration tanks have to be done one at a time; you cannot start the next tank until the first one is completed.

**4.2 Quality Assurance**

- A. Provide certification from product manufacture that subcontractor is a certified, licensed applicator of the product. Applicator subject to approval of the Owner or its agents or representative. The Owner reserves the right to reject a proposed applicator based on poor performance on previous Owner projects.
- B. Employ trained people who have at least five years of experience performing lining system work of similar size and complexity as the Work specified in this section. This applies to the workers actively involved in surface preparation efforts and product application only. Submittals to verify these qualifications are to be made within ten days of the Notice to Proceed and are subject to approval by the Owner or its agents or representative
- C. Provide certification that the equipment to be used has been manufactured or approved by the product manufacturer.

- D. Do not use or retain contaminated, outdated, or diluted materials for coating/lining operations. Do not use materials from previous open containers.
- E. Use only products of the approved manufacturer. Use products of one manufacturer in any one resurfacing and coating/lining system with compatible materials. Provide same material product for patching as for original material. All products used for surface preparation, build back, patching, or sealing shall be compatible with epoxy product system. Written approval from coating/lining product manufacturer is required for each resurfacing, caulking, grouting, patching, build back, etcetera. Product type used to ensure system compatibility.
- F. Make available all locations and phases of the work for access for inspection provide ventilation and egress to safely access the coating/lining work areas for inspection. A NACE Level 2 certified coating/lining inspector will be required for inspection of this work.
- G. All cracks, laitance layers, hollow spots, or other surface defects that may deter from the integrity of the finished coating shall be removed or repaired prior to application of the coating/lining products per manufacturer recommendations.
- H. Conduct work so that the coating/lining system is installed as specified herein. Inspect work continually to ensure that the coating/lining system is installed as specified herein. The subcontractor shall inspect the work to determine conformance with the specifications and referenced documents. Document the process and the quality of the work through daily reports as specified below. Any nonconforming coating/lining system work shall be corrected as specified herein or as recommended by the manufacturer.

### **4.3 Equipment**

- A. Equipment used for mixing, pumping and troweling or spraying shall be adequate in size and capacity to accomplish the work in a timely manner. All equipment used shall be approved by the product manufacturer and specific to the product being applied.

### **4.4 Execution**

#### **4.4.1 General**

- A. Refer to manufacturer's application instructions for additional details and recommendations.
- B. Use only skilled workmen who are trained and experienced in high-build epoxy coating/lining application. Minimum seven years' experience for foreman and five years' experience for crew members.
- C. Coat/line structures as identified on Drawings.
- D. When cured, the coating/lining system shall form a continuous, tight-fitting, hard, impermeable surface that is suitable for sewer system and chemically resistant to any chemicals, bacteria, or vapors normally found in domestic or industrial sewers.
- E. The coating/lining system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.
- F. Environmental Requirements
  - 1. Temperature: Apply coating/lining materials only when substrate, ambient air, and coating/lining material are within manufacturer's recommended range. It is the

subcontractor's responsibility to provide to furnish temporary facilities that may be required for proper installation of coating/lining, such as covers, enclosures, air heating and cooling dehumidifiers.

2. Substrate: Moisture content shall be within manufacture's recommended range for product application.
3. Ventilation: Provide during and after application to meet all applicable safety and health regulations.

#### **4.4.2 Surface Preparation**

- A. Allow new concrete to cure for minimum twenty-eight days prior to epoxy application (*if applicable*). A compatible concrete curing sealer may be applied as recommended in writing by the epoxy manufacturer.
- B. Surface preparation of concrete substrate shall conform to SSPC-13/NACE No. 6 Surface preparation of Concrete standard. Clean concrete surfaces to be coated/lined with high pressure water blasting (minimum 5,000 psi) and abrasive blasting to provide adequate surface profile and to remove loose concrete, laitance as necessary.

#### **4.4.3 Coating and Lining Specification for the Interior Surfaces of the Aeration Tank**

- A. Warren Epoxy S301 or equal shall meet the following specification for the lining of concrete aeration tank interiors as per the enclosed drawings provided by the city.
- B. The work shall include the surface preparation and the application of the interior lining of all surfaces as described herein and as shown on the Drawings. If there are conflicts between the specifications and instructions from coating manufacturer, the coating manufacture data sheet will be used to enforce the work. Interpretation and decision by The Town/The Owner/The Owner's Representative however will be final.
- C. Unless otherwise indicated on the Drawings, other metallic surfaces such as stainless steel, aluminum, copper, and brass, shall be properly masked and protected from abrasive blasting material and coating material.
- D. The work shall be performed by a certified, licensed coating contractor. The contractor, must be approved/certified by the material supplier. They shall furnish labor, material, equipment, quality control, and other incidentals as required for the application of all coating materials as indicated in the Specifications and on the Drawings. The owner reserves the right to reject any proposed applicator based on poor performance on previous lining projects.
- E. The contractor shall employ only trained people who have at least five years' experience performing lining system work of similar size and complexity as the Work specified in this section. This applies to workers actively involved in surface preparation efforts and product application. Submittals to verify these qualifications are to be made with ten days' notice to proceed and are subject to approval by the owner or its agent or representative.

#### **4.4.4 INTERIOR COATING SYSTEM**

- A. Concrete Surfaces inside the Concrete Aeration Tank
- B. The coating material shall have been in use for water/wastewater industry for at least ten years. It shall be aquatic safe. The material shall pass all tests as conducted by Department

of the NAVY and Metropolitan Water District of Southern California, or any other equally certified testing.

- C. The coating material shall be a single coat with multi passes at 200-250 mils DFT of 100% solids, solvent less epoxy coating. The coating system shall be Warren Environmental S-301, or approved equal and exhibiting the following characteristics:

Product type	amine cured epoxy
Color	Blue, White or Light Grey
Solids Content (vol %)	100%
Compressive Strength	ASTM D695 11,000 p.s.i.
Flatwise Tensile Strength	
Of Sandwich Constructions	ASTM C297 2,608 p.s.i.
Tensile Strength	ASTM D638 6,000 p.s.i.
Tensile Elongation	ASTM D638 4%
Flexural Strength	ASTM D790 11,000 p.s.i.
Flexural Modulus	ASTM D790 400,000 p.s.i.
Bond Strength - Concrete	ASTM 4541 Concrete Failure
Chemical Resistance to:	Sulfuric Acid, 70%
	ASTM D543 Immersion Service
Sodium Hydroxide, 20%	ASTM D543 Immersion Service

- D. Concrete repair material shall be compatible with the specified epoxy coating. No cementations repair materials will be allowed. The concrete repair material shall be 100% solids epoxy mastic repair material, Warren Environmental 301-18, or approved equal, to profile or build out deteriorated concrete surfaces. The epoxy repair mortar & the epoxy top coat must have the same molecular backbone & be provided by the same vendor to eliminate the chance of intercoat delamination. The penetrating primer shall be Warren Environmental P301, or approved equal.
- E. The epoxy coating system shall be continuously bonded to all concrete, mortar grout, pipe and other surfaces inside the Aeration Tank according to ASTM D4541 testing.
- F. The cured epoxy will be monolithic with proper sealing to all internal connections and shall be placed and cured in 1 application in conformance with the recommendations of the epoxy system manufacturer. Recommended thickness of the applied epoxy can vary due to substrate conditions and will be applied per the recommendations of the coating manufacturer and The Town/The Owner/The Owner's Representative, to a minimum of 200mils and up to 380 mils in a single coat application.
- G. When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic wastewater flows.
- H. The system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater (infiltration) into the structure or exfiltration of contaminated flow to the groundwater.
- I. The system shall be compatible with the thermal conditions of the existing sewer structure.



- J. Preparation of the surface shall be in accordance with the requirements of the epoxy manufacturer.

#### **4.4.5 EQUIPMENT REQUIREMENTS FOR COATING AND LINING OPERATIONS**

- A. The Contractor shall utilize Plural Component proportioning equipment capable of pumping two separate streams of coating components at the required ratio volumetrically. The use of the cartridge gun will be allowed only for patching or coating/lining repair for less than 4 sq./ft. area, as approved by The Town/The Owner/The Owner's Representative. The roller or brush will be prohibited unless it is absolutely necessary.
- B. Contractor's equipment shall have the capability to heat the two different liquid components to a process temperature range of 170 to 240 degrees Fahrenheit.
- C. Contractor shall have capability to maintain process temperature from the pump through the spray nozzle.
- D. Contractor shall have capability to pump at pressures ranging from 3500psi to 5000psi.
- E. Contractor shall have capability to bring the two separately proportioned streams together as one stream and mix together to provide a homogeneous mixture for reacting into a solid polymer of known properties.
- F. Contractor shall provide spray atomization tip sizes matched to the pumping equipment output which provides a fully atomized spray pattern, free of "fingers" without the addition of solvents of any kind.
- G. Contractor shall arrange for the approved liner material manufacturer to review and approve the equipment set up at the place that the contractor will apply the liner just prior to the startup of lining operations

#### **4.4.6 QUALITY CONTROL**

- A. Coating Contractor shall provide a competent person who possesses at least a NACE Level 1 Certification to perform the quality control functions and documentation of same. This QC Coating Inspector shall be at the jobsite during surface preparation and coating application. The QC Coating Inspector shall inspect the coating and lining in conformance to the Specifications.

#### **4.4.7 QUALITY ASSURANCE**

- A. A third party NACE certified, QA coating inspector shall be provided by contractor as directed by The Town/The Owner/The Owner's Representative to the jobsite. The QA inspector will verify the overall Contractor's QC program of the coating/lining application, performed at the jobsite.
- B. The QA Coating Inspector shall be at a minimum NACE certified Level 2, The QA Coating inspector shall keep The Town/The Owner/The Owner's Representative informed and shall assist The Town/The Owner/The Owner's Representative in making technical decisions.
- C. The QA Coating inspector and the coating contractor shall attend the preconstruction meeting.
- D. The QA Coating inspector shall be at the jobsite during the surface preparation and the coating application. No coating activities shall be performed without the presence of the QA coating inspector.

- E. Coating application shall not be performed until the QA Coating Inspector has approved the surface preparation.
- F. The QA Coating Inspector shall monitor the ambient conditions. Surface temperature, wet bulb and dry bulb temperatures shall be monitored at all time. When the ambient conditions change beyond the parameters required for successful coating/lining operations, the QA Coating Inspector shall notify The Town/The Owner/The Owner's Representative and the coating contractor to shut down the job. Contractor shall not proceed until the ambient conditions are suitable for continuing, and as approved by The Town/The Owner/The Owner's Representative.
- G. The QA Coating inspector shall inspect for the surface cleanliness, anchor profile, dry film thickness, recoat window, witness holiday detection and other inspections such as adhesion test as deemed necessary. Contractor shall repair the coating/lining where the inspection and testing were performed.
- H. The QA Coating Inspector shall perform 100% holiday detection on the coating and lining materials being applied. The QA Coating Inspector shall submit the daily reports to The Town/The Owner/The Owner's Representative for records.

#### **List of Standards**

- 1. American Concrete Institute (ACI):
  - a. ACI 308R, Guide to Curing concrete
- 2. ASTM International (ASTM):
  - a. C722, Standard Specification for Chemical-Resistant Monolithic Flooring Surfacing.
  - b. C868, Standard Test Method for Chemical Resistance of Protective Linings.
  - c. D638, Standard Test Method for Tensile Properties of Plastic.
  - d. D790, Standard Test Method for Flexural Properties of unreinforced and Reinforced Plastics and Electrical Insulating Materials.
  - e. ASTM D695, Standard Test Method for Compressive properties of Rigid Plastic.
  - f. D1763, Standard Specification for Epoxy Resins.
  - g. D2240, Standard Test Method for Rubber Property Durometer Hardness.
  - h. D2584, Standard Test Method for Ignition Loss of Cured Reinforced Resins.
  - i. D2794, Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
  - j. D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Table Abraser.
  - k. D4263, Standard Test Method for Indicating Oil or Water in Compressed Air.
  - l. D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages.
  - m. D4417, Standard Test Method for Field Measurements of Surface profile Of Blast Cleaned Steel.
  - n. D4541, Standard Test Method for Pull-off Strength of Coatings using a Portable Adhesion Tester.
  - o. F1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
  - p. F2171, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

3. International Concrete Repair Institute (ICRI): Guideline No. 03732. Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
4. NACE International (NACE):
  - a. Publication 60-173. A Manual for Painter Safety.
  - b. SP0188, Standard Recommended Practice, Discontinuity (Holiday).
  - c. Testing of Protective Coatings.
5. SSPC: The Society for Protective Coatings (SSPC):
  - a. Guide 12, Guide for Illumination of Industrial Painting Projects.
  - b. SPS/NACE No. 1, While Metal Blast Cleaning.
  - c. SP13/NACE No. 6, Surface Preparation of Concrete.

#### **4.5 EXTENDED WARRANTY**

- A. Work shall be unconditionally guaranteed by product manufacturer and applicator for workmanship and resistance against deterioration for a minimum period 5 years from the date of final acceptance. All defects discovered within this shall be repaired or replaced in a satisfactory manner, and within a reasonable time, at no cost to the Owner.

#### **4.6 Permits**

All applicable permits and compliance with regulations are the responsibility of the Contractor. The Contractor is responsible for securing all permits and providing copies to the Water Pollution Control Facility Director before commencement of work.

#### **4.7 Site Condition During Work**

The construction site will be kept neat and secured each day. Equipment security is the responsibility of the Contractor. Equipment may be stored at the site, but may not obstruct any roads or paths. The site will be free of trash and be kept in an orderly fashion.

#### **4.8 Best Management Practices**

The Contractor shall employ best management practices for construction sites to reduce erosion and maintain a clean and safe site.

#### **4.9 Health and Safety**

The Contractor will be responsible for ensuring the health and safety of employees and subcontractors. Work will be conducted in a safe and responsible manner and in compliance with all applicable health and safety laws and regulations.

#### **4.10 Hazardous Materials**

The contractor will be responsible for disposal of any and all hazardous materials in accordance with federal, state and local regulations and ordinances.

#### **4.11 Contract Completion**

The contract will be considered complete when:

- The site is clean of all debris
- All paperwork indicating disposal of materials has been turned in to the Project Manager.
- All permits have been signed off as complete by the managing authorities

- All items on punch list have been completed
- All invoices have been submitted

**4.12 Period of Performance**

The contract period shall be for a period **ninety (90)** days however substantial completion is anticipated to take no more than 60 days from notice to proceed.

**SECTION 5.0  
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the Town of Wareham entitled:

**COATING SYSTEM FOR CONCRETE AERATION TANK INTERIORS  
TOWN OF WAREHAM  
WATER POLLUTION CONTROL FACILITY**

**AERATION TANK #1**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Prepare and apply the lining to the concrete aeration tank interior as specified herein.	1			
	Labor				
	Materials				
	Misc. Costs				
	Firm Fixed Price (FFP)				
	FOB: Destination				

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the Town of Wareham entitled:

**COATING SYSTEM FOR CONCRETE AERATION TANK INTERIORS  
TOWN OF WAREHAM  
WATER POLLUTION CONTROL FACILITY**

**AERATION TANK #2**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Prepare and apply the lining to the concrete aeration tank interior as specified herein.  Labor  Materials  Misc. Costs  Firm Fixed Price (FFP)  FOB: Destination	1			

SEE FOLLOWING PAGE FOR REQUIRED SIGNATURE OR PRICING

NAME OF COMPANY/ INDIVIDUAL:

---

ADDRESS:

---

CITY/STATE/ZIP:

---

TELEPHONE/FAX/EMAIL:

---

SIGNATURE OF AUTHORIZED INDIVIDUAL:

---

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

**SECTION 6.0  
FORMS**

**6.1 Required Submissions**

- 6.1.1** Certificate of Authority
- 6.1.2** Statement of Compliance
- 6.1.3** Insurance Certificate (Post Award)
- 6.1.4** Form for General Bid
- 6.1.5** Form for Sub-Bid (If Necessary)
- 6.1.6** Past Performance/Reference Sheet

**APPENDIX A  
PAST PERFORMANCE / REFERENCE SHEET**

The Town requires that the Contractor demonstrate experience providing similar services in **size, scope and completely** for a minimum of three (3) projects. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

**Past Performance/Reference Title:**

<b>Period of Performance</b>	
<b>Contract \$ Value</b>	
<b>Technical &amp; Contractual POC Names &amp; Titles</b>	
<b>Telephone numbers</b>	
<b>Email address</b>	
<b>Detailed summary of services provided</b>	



**APPENDIX B  
SITE PHOTOS**

**APPENDIX C  
PREVAILING WAGES**

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the party of the first part, the Town of Wareham, hereinafter called "OWNER," acting herein through its Town Authority and the party of the

second part, \_\_\_\_\_ doing business as \*(an individual) (a partnership) (a joint venture) (a corporation) located in the \_\_\_\_\_ (City/ Town) of \_\_\_\_\_, County, and State of \_\_\_\_\_ 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 project described as follows: \_\_\_\_\_, hereinafter called the Project, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in GENERAL BID, including all maps, plates, blue prints, and the specifications and plans, as prepared by the Owner.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within \_\_\_\_\_ consecutive calendar days of the date of the notice to proceed, but in no event later than \_\_\_\_\_

The CONTRACTOR further agrees to pay **not as a penalty but** as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section of GENERAL CONDITIONS.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in GENERAL CONDITIONS, and to make payments on account thereof as provided in the GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

\_\_\_\_\_  
Derek D. Sullivan                      Date  
Town Administrator

\_\_\_\_\_  
Contractor                                      Date

Approved As To Form:

\_\_\_\_\_  
Town Counsel

Certified as to the Availability of Funds:

\_\_\_\_\_  
Judith Lauzon                                      Date  
Town Accountant

Account #: \_\_\_\_\_

## FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for \_\_\_\_\_  
 \_\_\_\_\_ (project) in Wareham, Massachusetts, in accordance with the  
 accompanying plans and specifications prepared by \_\_\_\_\_  
 \_\_\_\_\_ (name or architect or engineer) for the contract price specified below,  
 subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered \_\_\_\_\_.

C. The proposed contract price is \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

For alternate No, \_\_\_\_\_ Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

(Repeat preceding line for each alternate)

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.  
 \$ \_\_\_\_\_

Item 2. Sub-bids as follows: --

Sub-trade	Name of Sub-bidder	Amount	Bonds required, indicated by "Yes" or "No"
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
Total of Item 2.		\$ _____	

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them

and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

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

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made with collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Sub- Bidder)

By \_\_\_\_\_  
(Title and Name of Person Signing Bid)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

**FORM FOR SUB-BID (If Applicable)**

To all General Bidders Except those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications and addenda, all the work specified in Section No, \_\_\_\_\_ of the specifications and in any plans specified in such section, prepared by \_\_\_\_\_ (name of architect or engineer) for \_\_\_\_\_ (project) in Wareham, Massachusetts, for the contract sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

For alternate No, \_\_\_\_\_ Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

(Repeat preceding line for each alternate)

- B. This sub-bid includes addenda numbered \_\_\_\_\_.

- C. This sub-bid

may be used by any general bidder except:

\_\_\_\_\_  
\_\_\_\_\_

may only be used by the following general bidders:

\_\_\_\_\_  
\_\_\_\_\_

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

- D. The undersigned agrees that, if is selected as a sub-bidder, he will within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D ¾, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names all persons, firms, and corporations furnishing to the undersigned labor or labor and materials for the class or classes of part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph,

including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do Not give bid price for any class or part thereof furnished by undersigned.]

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

1. Have been in business under present business name \_\_\_\_\_ years.

2. Ever failed to complete any work awarded? \_\_\_\_\_.

3. List one or more recent buildings with names of the general contractor and architect on which you served as a sub-contractor for work of similar character as required for the above-named building.

Building	Architect	General Contractor	Amount of Contract
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____

4. Bank reference \_\_\_\_\_



**FORM FOR SUB-BID – PAGE 3**

1. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course of construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section forty-four F.
2. The undersigned further certifies under the penalties of perjury that this sub-bid is in all respects bona fide, fair and made with collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_  
(Name of Person Signing Bid and Title)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified and  
(Secretary of the Corporation)

acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the Directors  
(Name of Corporation)

of said Company, duly called and held on \_\_\_\_\_ at which all Directors were present  
(Date of Meeting)

and voting, the following vote was unanimously passed:

VOTED:                    To authorize and empower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)