

SOLICITATION FOR:

**CLEANING & RELINING THE SEWER PIPE AT VIKING DRIVE**

**(WAREHAM MIDDLE SCHOOL AREA)**

#17-IFB-002



WAREHAM, MASSACHUSETTS

RELEASED:

**November 2, 2016**

DUE BY:

**November 23, 2016 @ 11:00 A.M.**

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 **November 23, 2016 @ 11:00 a.m.** to Town of Wareham Water Pollution Control Facility at which time the bids will be publicly opened and read. **Three (3) copies** of the response must be submitted; **one original, one copy and one electronic copy**. 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% Performance and 100% Payment Bonds (Required for Awarded Contractor Only) provided within 10 business days of award notice. Bonds to be provided from 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 under "Bids & RFPs". 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 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 that 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 November 21, 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 addressed and 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** pre-bid visit for this IFB on **November 18, 2016 @ 11:00 a.m.** The pre-bid visit will be held at the Water Pollution Control Facility-6 Tony's Lane Wareham, MA.

### **1.5 Rule for Award**

A contract will be awarded to the lowest responsible and eligible bidder. The awarding authority has the right to reject any and all bids if it is in the awarding authority's best interest to do so.

## **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.

#### **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 Deleted**

#### **2.10 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.

#### **2.11 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.

## **2.12 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.

## **2.13 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 MBEI/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.

#### **2.14 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.

#### **2.15 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,

#### **2.16 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.

#### **2.17 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.

#### **2.18 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.

#### **2.19 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).

## **2.20 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.

## **2.21 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.

## **2.22 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.

## **2.23 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 .

## **2.24 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 affected 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 anytime, 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.

### **2.25 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 .

### **2.26 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.

### **2.27 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.

### **2.28 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.

### **2.29 Governing Law**

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

### **2.30 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.

### **2.31 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.

### **2.32 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.

### **2.33 Prevailing Wages**

This project is subject to prevailing wage rates as established by the Commonwealth of Massachusetts.

(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;

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

**SECTION 4.0  
SCOPE OF WORK (SOW)**

**PART 4.1 GENERAL**

**4.1.1 DESCRIPTION**

- A. The work consists of cleaning and relining with cured in place pipe, approximately 310 feet of Reinforced Concrete (RCP) gravity sewer and incidental related work. Work covered by the Contract Documents is described in the Agreement
- B. Work not specifically identified in the Bid Item Descriptions, but nevertheless required in the Contract Documents, shall be performed as shown and/or specified.
- C. The work is located on Viking Drive in the Wareham Middle School area, approximately, as indicated in the plans. The exact location will be shown by the Engineer/Owner.

**4.1.2 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C511

(2007) Standard for Reduced-Pressure Principle  
Backflow Prevention Assembly (*Or Equivalent*)

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH (FCCCHR)

- FCCCHR List (continuously updated) List of Approved Backflow Prevention Assemblies (*Or Equivalent*)
- FCCCHR Manual (10th Edition) Manual of Cross-Connection Control (*Or Equivalent*)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- NFPA 241 (2013; Errata 2015) Standard for Safeguarding Construction, Alteration, and Demolition Operations (*Or Equivalent*)
- NFPA 70 (2014; AMD 1 2013; Errata 1 2013; AMD 2 2013; Errata 2 2013; AMD 3 2014; Errata 3-4 2014; AMD 4-6 2014) National Electrical Code (*Or Equivalent*)

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)

- FAA AC 70/7460-1 (2007; Rev K) Obstruction Marking and Lighting (*Or Equivalent*)

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

- MUTCD (2009) Manual on Uniform Traffic Control Devices (*Or Equivalent*)

AMERICAN PETROLEUM INSTITUTE (API)

- API Spec 13A (2010; Errata 1 2014; Errata 2-3 2015) Specification for Drilling-Fluid Materials (*Or Equivalent*)

ASTM INTERNATIONAL (ASTM)

- ASTM D543 (2014) Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents (*Or Equivalent*)
- ASTM D638 (2014) Standard Test Method for Tensile Properties of Plastics (*Or Equivalent*)

ASTM D790	(2010) Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials (Or Equivalent)
ASTM F1216	(2016) Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube (Or Equivalent)
ASTM F1743	(2008) Standard Practice for Rehabilitation of Existing Pipeline and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe (CIPP) (Or Equivalent)

### 4.1.3 SUBMITTALS

Wareham WPCF approval is required for submittals with a "O" designation; submittals not having a "O" designation are for information only. When used, a designation following the "O" designation identifies the office that will review the submittal for the Wareham WPCF. Submit the following in accordance with "Appendix B-Submittal Procedures".

#### SD-03 Product Data

Installation Equipment; O  
CIPP Lining Tube; O  
Pipe Thermoset Epoxy Resin; O  
Liner Materials; O

#### SD-08 Manufacturer's Instructions

CIPP Manufacturer's Written Installation Instructions ; O

#### SD-11 Closeout Submittals

Report Summarizing The Extent Of Pipe Lining Performed; O  
Pipe Pre-Lining Inspection; O  
Pipe Post-Lining Inspection; O  
Manufacturer's Warranty; O  
Record Drawings; O

### 4.1.4 QUALITY ASSURANCE

- A. Provide certification from product manufacturer 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 only trades people who have at least 3 years of 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 only. Submittals to verify these qualifications are to be made within 10

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 cleaning/relining operations. Do not use materials from previously opened containers.
- E. Use only products of the approved manufacturer. Use products of one manufacturer in any one resurfacing and cleaning/relining 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 cleaning/relining product manufacturer is required for EACH resurfacing, caulking, grouting, patching, build back, etc. 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 cleaning/relining work areas for inspection. A NACE Level 3 certified cleaning/relining 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 cleaning/relining products per manufacturer recommendations.
- H. Conduct work so that the cleaning/relining system is installed as specified herein. Inspect work continually to ensure that the cleaning/relining system is installed as specified herein. The subcontractor shall inspect the Work to determine conformance with the specifications and referenced documents. Document the progress and the quality of the Work through daily reports as specified below. Any nonconforming cleaning/relining system work shall be corrected as specified herein or as recommended by the manufacturer.
- I. Summarize test data, work progress, areas covered, ambient conditions, quality control inspections test findings, and other information pertinent to the lining system installation in daily reports.
- J. The methods of construction shall be in accordance with all requirements of this specification.

#### **4.1.5 WARRANTY**

- A. Submit 3 copies of the signed Manufacturer's Warranty for all products within 30 days of final completion of the work. Include one-year overall warranty of construction, including the starting date of warranty of construction. Cured-in-place pipe (CIPP) lining system shall have an extended warranty for a minimum term of 5 years and must be indicated with separate warranty expiration dates.

#### **4.1.6 DELIVERY, STORAGE AND HANDLING**



- A. Handle and store materials in accordance with manufacturer's recommendations and MSDS. Materials shall be stored in accordance with manufacturer's recommendations in enclosed structures and shall be protected from weather and adverse temperature conditions. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

## **PART 4.2 PRODUCTS**

### **4.2.1 SYSTEM DESCRIPTION**

Provide new cured-in-place pipe (CIPP) lining system for the wastewater piping complete and ready for operation. The CIPP lining system shall be the Warren Environmental Cured In Place Liner System (hereafter referred to as WES-Cured In Place Liner), or equivalent.

Perform the reconstruction using a tube of one or more layers of braided structural E glass or an equivalent non-woven perforated material, of specified length not to exceed 600 feet, and a thermo-set resin with physical and chemical properties appropriate for the application, in conformance with ASTM F1216, or equivalent. Submit product data for epoxy resin, liner materials, and installation equipment. Ensure all drilling fluids conform to API Spec 13A, or equivalent.

### **4.2.2 PIPE LINING MATERIALS**

#### **4.2.2.1 CIPP Lining Tube**

Provide a liner tube consisting of one or more layers of flexible braided E glass tube or an equivalent non-woven carbon fiber tube or S glass tube material that has equal structural values to the Warren Braided E Glass System, or equivalent, continuous in length with uniform wall thickness. Overlapping sections are allowed in the length of the liner. Ensure that the liner tube is capable of conforming to 45 and 90 degree bends, offset joints, bells, and disfigured pipe sections. Liner tube shall be Warren Environmental Cured in Place Liner, or equivalent, - a 125 mil vinyl clad braided E Glass structural tube insert impregnated with an 100% solids, non-toxic, solvent free, epoxy resin laminar system certified to Standard 61 and passing Marine Toxicity testing.

Provide an integrated bladder within the felt tube that is made from materials compatible with the felt and resin systems used and capable of withstanding the required installation pressure.

#### **4.2.2.2 Resin**

Provide an epoxy resin impregnated, cured tube that is resistant to shrinkage, corrosion, oxidation, and is resistant to abrasion from solids, grit, sand in rainwater, and is solvent free. Use a resin with proven resistance to storm water and ultra-violet light (sunlight) at any stage prior to installation. Polyester or vinyl ester resins are not acceptable. The epoxy resin shall be WES-Cured In Place Liner 100% solids, non-toxic epoxy resin, or equivalent.

Ensure the proposed resin system does not contain silicones, stearates, and/or natural waxes that would adversely affect the adhesives properties or any other chemical or physical properties of the CIPP liner.

#### 4.2.2.3 CIPP Properties

##### 4.2.2.3.1 Physical and Chemical Resistance Properties

Provide CIPP with minimum chemical resistance requirements in accordance with ASTM D543, or equivalent. Conduct exposure to the chemical solutions listed in Table 1 at temperatures of up to 75 degrees F. Conduct this test for a minimum period of one month. Loss result cannot exceed 20 percent of the initial structural properties.

TABLE 1 - CHEMICAL RESISTANCE REQUIREMENTS	
Chemical Solution Concentration	Percent
Tap Water (pH 6-9)	100.0
Nitric Acid	5.0
Phosphoric Acid	10.0
Sulfuric Acid	70.0
Sodium Hydroxide	20.0
Gasoline	100.0
Vegetable Oil	100.0
Detergent or Soap	0.1

Ensure the CIPP meets the minimum structural properties listed in Table 2 below:

TABLE 2 - CIPP INITIAL STRUCTURAL PROPERTIES - ASTM F1743		
Property	ASTM Test Method	Minimum Value
Tensile Strength	ASTM D638 (Or Equivalent)	7,000 psi
Flexural Strength	ASTM D790 (Or Equivalent)	11,000 psi
Short Term Flexural Modulus of Elasticity	ASTM D790 (Or Equivalent)	500,000 psi

Provide a cured liner with a light blue or white reflective internal wall color so that a clear detail CCTV inspection can be accomplished.

#### **4.2.2.3.2 Pipeline Bonding**

The monolithic surfacing system shall be continuously bonded to the interior of the pipeline.

#### **4.2.2.3.3 Minimum Thickness**

The finished system shall provide a minimum total thickness of 150 to 200 mils. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in one application in conformance with the recommendations of the monolithic surfacing system manufacturer.

#### **4.2.2.3.4 Sewer Service Suitability**

When cured, the lining 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 sewage or recycled plant water.

#### **4.2.2.3.5 Pipe Sealing**

The system shall effectively seal the interior surfaces of the pipe line and prevent any penetration or leakage from the pipe.

#### **4.2.2.3.6 Thermal Compatibility**

The system shall be compatible with the thermal conditions of the existing sewer pipeline system.

### **4.2.2.4 CURED IN PLACE LINER APPLICATION EQUIPMENT**

Specially designed water or air inversion equipment shall be used for the cured in place liner inversion application of the specified system approved for use by the cured in place lining system manufacturer as developed by Warren Environmental, Inc. or equivalent.

## **4.3 EXECUTION**

### **4.3.1 INSTALLATION**

Provide installation of CIPP system, including materials, workmanship, fabrication, assembly, erection, examination, inspection and if required by the Owner, traffic control.

#### **4.3.1.1 General (*If Applicable*)**

Inform the Owner of temporary roof drain flow stoppage, for a typical period of 2 to 3 days. Provide by-pass of the collector pipe. For access at the bottom of the pipe sections, remove pipe sections near the floor at the appropriate point on the vertical rain leader in accordance with the design drawings.

### **4.3.1.2 Pre-CIPP Lining Inspection**

#### **4.3.1.2.1 Accessibility**

All pipes to be lined shall be readily accessible to Applicator.

#### **4.3.1.2.2 Regulatory Compliance**

Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

#### **4.3.1.2.3 Flow Diversion**

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained outside of the pipe section being repaired. All flow diversion shall be reviewed and approved by the Owner prior to implementation

#### **4.3.1.2.4 CCTV Pre-Inspection**

Installation of the cured in place liner shall not commence until the pipeline has been inspected by closed circuit TV and properly prepared for lining in accordance with the product supplier's recommendations.

### **4.3.1.3 Deviations**

Should pre-installation inspection reveal conditions in the rain leader to be substantially different than those used in the design of wall thickness, liner tube construction, liner tube length, or resin system; notify the Engineer and provide a videotape recording of existing conditions and design data. Do not proceed without direction from the Owner.

### **4.3.1.4 Pipe Surface Preparation**

Applicator shall inspect all surfaces specified to receive the cured in place liner system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the cured in place lining system.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the cured in place lining system to be applied.

On concrete pipelines quick setting high strength concrete surfacing agents with latex or curing agent additives cannot be used. Proper surface preparation procedures must be followed to ensure adequate bond strength to any surface to be coated. New cement must cure at least 30 days prior to coating.

Perform pre-conditioning of the pipe section, including preparatory cleaning, corrosion removal, removal of grease buildup, or any other obstruction that may interfere with lining operations.

Leave obstructions that are less than 15 percent of the pipe diameter that cannot be removed from the pipe, in place and line over.

CCTV inspect the line immediately prior to lining and after the cleaning is complete to ensure that the pipe is ready for lining. The Owner, Engineer and contractor shall be provided with a digital recording of the CCTV inspections.

#### **4.3.1.5 CIPP Installation Procedure**

##### **4.3.1.5.1 Wet Out**

Accurately calculate and measure the amount of resin and catalyst required. Thoroughly mix the resin and catalyst. Thoroughly saturate/impregnate the flexible felt tube with the pre-calculated amount of epoxy resin prior to installation. Handle the resin impregnated flexible tube to retard or prevent resin setting until it is ready for insertion.

##### **4.3.1.5.2 Insertion**

All surfaces shall be sufficiently smooth and even, to ensure good flow handling characteristics when complete. Liner will be installed via water or air inversion, or pulled into place depending on jobsite conditions.

If installing the liner/bladder system using the pull in place method, pull the liner/bladder system to the specified location in the pipe. Inflate the bladder using compressed air to a pressure adequate to form the liner to tightly fit the internal circumference of the pipe and to cause the resin to migrate into pipe joints, voids and defects. Install the liner at low pressure (not to exceed 10 psi) to prevent initial or further damage to the host pipe.

If liner is pulled into place with the vinyl out, the ends of the liner must be sealed with Warren M301-18 mastic, or equivalent, in order to tightly seal off the ends.

##### **4.3.1.5.3 Curing**

Inflate the bladder using compressed air and leave the liner in place until the resin curing cycle is complete.

When the curing process is complete, release the pressure and pull out the inflation bladder. Ensure the cured composite liner remains in place within the host pipe and provides a smooth bore interior that conforms to the existing pipe, eliminating rain water and ground water leakage. Ensure the tube is continuous in length, wall thickness, and is uniform. Reline any existing defects in the original pipe.

##### **4.3.1.5.4 Finish**

Do not leave in the host pipe, any barriers, coatings, or any material other than the cured liner tube/resin composite, specifically designed for desirable physical and chemical resistance properties. Remove any materials used in the installation, other than the cured liner tube/resin composite. Remove any cured liner tube/resin composite pipe left protruding from the service connection. Ensure that the finished CIPP is continuous and free from visual defects such as foreign inclusions, dry spots, pinholes, and delimitation.

#### **4.3.1.6 Liner Inspection**

Perform a final Closed-Circuit Television (CCTV) inspection to verify proper cure and integrity of the composite liner. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator. A digital record copy of the CCTV inspection shall be provided to the Owner, Engineer and Contractor.

The system may be put back into operational service after the final inspection and acceptance by the Owner has taken place.

#### **4.3.2 FIELD QUALITY CONTROL**

Test system in accordance with ASTM F1743, or equivalent, as supplemented and modified by CIPP manufacturer's written installation instructions.

Upon completion, submit the DVD records of pre-lining inspection and post-lining inspection, along with the written report summarizing the extent of pipe lining performed. Update pipe lining contract record drawings to reflect the as-built condition after lining is complete and submit to the Owner. The Owner may review the video and documentation, and may inspect the work site to determine that the scope of work is complete, that the work is satisfactory, and the site has been returned to its original condition.

#### **4.3.3 ADJUSTING AND CLEANING**

After liner installation has been completed and accepted, clean the entire project area and restore the site to its original condition prior to the continuation of work. Properly dispose of all excess material and debris not incorporated into the permanent installation.

### **4.4 Permits**

#### **4.4.1 Obtain Permits**

Contractor shall obtain all necessary construction permits from those authorities or agencies having jurisdiction over land areas, utilities, or structures which are located within the Contract Limits and which will be occupied, encountered, used, or temporarily interrupted by Contractor's operations. Those permits issued by the Town of Wareham shall have their fees waived by the Town. Contractor is responsible for payment of all other permit fees.

#### **4.4.2 Permit Compliance**

When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be Contractor's responsibility to become familiar with and comply with such regulations or requirements as they apply to his operations on this Project. All costs associated with additional field supervision or inspection by authorities or agencies having jurisdiction over land areas, utilities, or structures shall be Contractor's responsibility.

#### **4.4.3 Permits On Site**

Keep an approved set of permitted construction plans and contract documents on site at all times.

### **4.5 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.

#### **4.6 Best Management Practices**

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

#### **4.7 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.

#### **4.8 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.

#### **4.9 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

#### **4.10 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.

#### **4.11 Temporary Construction Facilities & Controls**

##### ***4.11.1 CONSTRUCTION SITE PLAN***

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area {onsite and offsite}), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

##### ***4.11.2 BACKFLOW PREVENTERS CERTIFICATE (If Applicable)***

Certificate of Full Approval from FCCCHR List, University of Southern California, attesting that the design, size and make of each backflow preventer has satisfactorily passed the complete sequence of performance testing and evaluation for the respective level of approval. Certificate of Provisional Approval will not be acceptable.

#### **4.11.2.1 Backflow Tester Certificate**

Prior to testing, submit to the Owner, certification issued by the State or local regulatory agency attesting that the backflow tester has successfully completed a certification course sponsored by the regulatory agency. Tester must not be affiliated with any company participating in any other phase of this Contract.

#### **4.11.2.2 Backflow Prevention Training Certificate**

Submit a certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations. The certificate must be current.

#### **4.11.3 HURRICANE CONDITION OF READINESS**

Unless directed otherwise, comply with:

- a. Condition FOUR (Sustained winds of 50 knots or greater expected within 72 hours):  
Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than 4 feet high. Remove all debris, trash, or objects that could become missile hazards. Contact Owner for Condition Requirements.
- b. Condition THREE (Sustained winds of 50 knots or greater expected within 48 hours):  
Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition ONE" which cannot be completed within 18 hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness. Contact Owner for weather and COR updates and completion of required actions.
- c. Condition TWO (Sustained winds of 50 knots or greater expected within 24 hours):  
Curtail or cease routine activities until securing operation is complete. Reinforce or remove form work and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general base areas. Contact Owner for weather and Condition of Readiness (COR) updates and completion of required actions.
- d. Condition ONE. (Sustained winds of 50 knots or greater expected within 12 hours):  
Secure the jobsite, and leave premises.

#### **4.11.4 TEMPORARY SIGNAGE**

##### **4.11.4.1 Bulletin Board (If Applicable)**

Immediately upon beginning of work, provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Engineer.



#### **4.11.4.2 Project and Safety Signs**

The requirements for the signs, their content, and location are as indicated. Erect signs within 15 days after receipt of the notice to proceed. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals.

### **4.11.5 TEMPORARY TRAFFIC CONTROL**

#### **4.11.5.1 Haul Roads**

Construct access and haul roads necessary for proper prosecution of the work under this contract. Construct with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic are to be avoided. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, must be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads are subject to approval by the Owner. Lighting must be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations.

#### **4.11.5.2 Barricades**

Erect and maintain temporary barricades to limit public access to hazardous areas. Whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic barricades will be required. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

#### **4.11.5.3 Fencing**

Provide fencing along the construction site at all open excavations and tunnels to control access by unauthorized people.

- a. The safety fencing must be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 48 inches high and maximum mesh size of 2 inches, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. Install fencing to be able to restrain a force of at least 250 pounds against it.

#### **4.11.5.4 Temporary Wiring (*If Applicable*)**

Provide temporary wiring in accordance with NFPA 241 and NFPA 70, or equivalent. Include frequent inspection of all equipment and apparatus.

#### **4.11.5.5 Backflow Preventers (*If Applicable*)**

Reduced pressure principle type conforming to the applicable requirements AWWA C511, or equivalent. Provide backflow preventers complete with 150 pound flanged cast iron, bronze mounted gate valve and strainer, 304 stainless steel or bronze, internal parts. The particular make, model/design, and size of backflow preventers to be installed must be included in the latest edition of the List of Approved Backflow Prevention Assemblies issued by the FCCCHR List and be accompanied by a Certificate of Full Approval from

FCCCHR List. After installation conduct Backflow Preventer Tests and provide test reports verifying that the installation meets the FCCCHR Manual Standards.

**4.11.6 EXECUTION**

**4.11.6.1 EMPLOYEE PARKING (If Applicable)**

Contractor employees will park privately owned vehicles in an area designated by the Owner. This area will be within reasonable walking distance of the construction site. Contractor employee parking must not interfere with existing and established parking requirements of the Owner installation.

**4.11.6.2 TEMPORARY BULLETIN BOARD (If Applicable)**

Locate the bulletin board at the project site in a conspicuous place easily accessible to all employees, as approved by the Owner.

**4.11.6.3 AVAILABILITY AND USE OF UTILITY SERVICES**

**4.11.6.3.1 Temporary Utilities (If Applicable)**

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

**4.11.6.3.2 Payment for Utility Services (If Applicable)**

- a. The Owner will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed will be charged to or paid for by the Contractor at prevailing rates charged to the Owner or, where the utility is produced by the Owner, at reasonable rates determined by the Owner. Carefully conserve any utilities furnished without charge.
- b. Reasonable amounts of the following utilities will be made available to the Contractor at the prevailing rates.

Utility Services		
	Cost (\$) per	Unit
Electricity		
Potable Water		
Salt Water		
Compressed Air		
Steam		

Utility Services		
Natural Gas		
Sanitary Sewer		

- c. The point at which the Owner will deliver such utilities or services and the quantity available is as indicated. Pay all costs incurred in connecting, converting, and transferring the utilities to the work. Make connections, including providing backflow-preventing devices on connections to domestic water lines; providing meters; and providing transformers; and make disconnections.

**4.11.6.3.3 Meters and Temporary Connections (If Applicable)**

At the Contractor's expense and in a manner satisfactory to the Owner, provide and maintain necessary temporary connections, distribution lines, and meter bases (Owner will provide meters) required to measure the amount of each utility used for the purpose of determining charges. Notify the Owner, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Owner will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor will not make the final electrical connection.

**4.11.6.3.4 Advance Deposit (If Applicable)**

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

**4.11.6.3.5 Final Meter Reading (If Applicable)**

Before completion of the work and final acceptance of the work by the Owner, notify the Owner, in writing, 5 working days before termination is desired. The Owner will take a final meter reading, disconnect service, and remove the meters. Then remove all the temporary distribution lines, meter bases, and associated paraphernalia. Pay all outstanding utility bills before final acceptance of the work by the Owner.

**4.11.6.3.6 Sanitation**

- a. Provide and maintain within the construction area minimum field-type sanitary facilities approved by the Owner and periodically empty wastes into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Obtain approval from the system owner prior to discharge into any municipal, district, or commercial sanitary sewer system. Any penalties and / or fines associated with improper discharge will be the responsibility of the Contractor. Coordinate with the Owner and follow station regulations and procedures when discharging into the station sanitary sewer system. Maintain these conveniences at all times without nuisance.

Include provisions for pest control and elimination of odors. Owner toilet facilities will not be available to Contractor's personnel.

#### **4.11.6.3.7 Telephone (*If Applicable*)**

Make arrangements and pay all costs for telephone facilities desired.

#### **4.11.6.3.8 Obstruction Lighting of Cranes (*If Applicable*)**

Provide a minimum of 2 aviation red or high intensity white obstruction lights on temporary structures (including cranes) over 100 feet above ground level. Light construction and installation must comply with FAA AC 70/7460-1, or equivalent. Lights must be operational during periods of reduced visibility, darkness, and as directed by the Owner.

#### **4.11.6.3.9 Fire Protection**

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

### **4.11.7 TRAFFIC PROVISIONS**

#### **4.11.7.1 Maintenance of Traffic**

- (a) Conduct operations in a manner that will not close any thoroughfare or interfere in any way with traffic on railways or highways except with written permission of the Owner at least 15 calendar days prior to the proposed modification date, and provide a Traffic Control Plan detailing the proposed controls to traffic movement for approval. The plan must be in accordance with State and local regulations and the **MUTCD, Part VI**. Contractor may move oversized and slow-moving vehicles to the worksite provided requirements of the highway authority have been met.
- (b) Conduct work so as to minimize obstruction of traffic, and maintain traffic on at least half of the roadway width at all times. Obtain approval from the Owner prior to starting any activity that will obstruct traffic.
- (c) Provide, erect, and maintain, at contractors expense, lights, barriers, signals, passageways, detours, and other items, that may be required by the Life Safety Signage, overhead protection authority having jurisdiction.
- (d) To be approved, prior to construction, by local public safety officials (police) and municipal maintenance.

#### **4.11.7.2 Protection of Traffic**

Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Owner. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment the work, and the erection and maintenance of adequate warning, danger, and direction signs, will be as required by the State and local authorities having jurisdiction. Protect the traveling public from damage to person and property. Minimize the interference with public traffic on roads selected for hauling material to and from the site. Investigate the adequacy of existing roads and their allowable

load limit. Contractor is responsible for the repair of any damage to roads caused by construction operations.

#### **4.11.7.3 Rush Hour Restrictions**

Do not interfere with the peak traffic flows preceding and during normal operations without notification to and approval by the Owner.

#### **4.11.7.4 Dust Control (*If Applicable*)**

Dust control methods and procedures must be approved by the Owner. Treat dust abatement on access roads with applications of calcium chloride, water sprinklers, or similar methods or treatment.

### **4.11.8 CONTRACTOR'S TEMPORARY FACILITIES**

#### **4.11.8.1 Safety**

Protect the integrity of any installed safety systems or personnel safety devices. If entrance into systems serving safety devices is required, the Contractor must obtain prior approval from the Owner. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the Owner.

#### **4.11.8.2 Administrative Field Offices (*If Applicable*)**

Provide and maintain administrative field office facilities within the construction area at the designated site. Owner office and warehouse facilities will not be available to the Contractor's personnel.

#### **4.11.8.3 Storage Area (*If Applicable*)**

Construct a temporary 6 foot high chain link fence around trailers and materials. Include plastic strip inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store Trailers, materials, or equipment outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Engineer away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on any given day. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each work day.

#### **4.11.8.4 Supplemental Storage Area**

Upon Contractor's request, the Owner will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but will be within the installation boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor is responsible for cleanliness and orderliness of the area used and for the security of any

material or equipment stored in this area. Utilities will not be provided to this area by the Owner.

#### **4.11.8.5 Appearance of Trailers (If Applicable)**

- a. Trailers utilized by the Contractor for administrative or material storage purposes must present a clean and neat exterior appearance and be in a state of good repair. Trailers which, in the opinion of the Owner, require exterior painting or maintenance will not be allowed on installation property.
- b. Paint using suitable paint and maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal.

#### **4.11.8.6 Maintenance of Storage Area (If Applicable)**

- a. Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, will be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles; gravel gradation will be at the Contractor's discretion. Mow and maintain grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers will be edged or trimmed neatly.

#### **4.11.8.7 New Building (If Applicable)**

In the event a new building is constructed for the temporary project field office, it will be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. Equip the building with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. Provide a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building must be waterproof, supplied with a heater, have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities must be furnished. Screen the windows and doors and provide the doors with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins will be non-removable. Arrange the windows to open and to be securely fastened from the inside. Protect glass panels in windows by bars or heavy mesh screens to prevent easy access. In warm weather, furnish air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F. Any new building erected for a temporary field office must be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work become the property of the Contractor and removed from the site.

#### **4.11.8.8 Security Provisions (If Applicable)**

Provide adequate outside security lighting at the Contractor's temporary facilities. The Contractor will be responsible for the security of its own equipment; in addition, the Contractor will notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

#### **4.11.8.9 Weather Protection of Temporary Facilities and Stored Materials (*If Applicable*)**

Take necessary precautions to ensure that roof openings and other critical openings in the building are monitored carefully. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.

##### **4.11.8.9.1 Building and Site Storm Protection**

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Owner property. Precautions must include, but are not limited to, closing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work or any nearby Owner property.

#### **4.11.9 OWNER FIELD OFFICE**

##### **4.11.9.1 Resident Engineer's Office (*If Applicable*)**

Provide the Owner's Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, electric light and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. Provide a mail slot in the door or a lockable mail box mounted on the surface of the door. Include a 4 by 8 foot plan table, computer work space a standard size office desk and chair, and telephone. At completion of the project, the office will remain the property of the Contractor and be removed from the site. Utilities will be connected and disconnected in accordance with local codes and to the satisfaction of the Engineer.

##### **4.11.9.2 Trailer-Type Mobile Office (*If Applicable*)**

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Owner and providing as a minimum the facilities specified above. Securely anchor the trailer to the ground at all four corners to guard against movement during high winds.

#### **4.11.10 PLANT COMMUNICATION (*If Applicable*)**

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor must install a satisfactory means of communication, such as telephone or other suitable devices and made available for use by Owner personnel.

#### **4.11.11 TEMPORARY PROJECT SAFETY FENCING**

On a daily basis, all working areas should be secured for public safety. Maintain the safety fencing during the life of the contract and, upon completion and acceptance of the work, will become the property of the Contractor and be removed from the work site.

#### **4.11.12 CLEANUP**

Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store any salvageable materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

#### **4.11.13 RESTORATION OF STORAGE AREA**

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence that will become the property of the Contractor. Restore areas used by the Contractor for the storage of equipment or material, or other use to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

#### **4.12 EXISTING WORK**

In addition to protection of existing vegetation, structures, equipment, utilities, and improvements

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- b. Repair or replace portions of existing work which have been altered during construction operations as determined by the Engineer to match existing or adjoining work, as approved by the Engineer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

#### **4.13 CONTRACTOR USE OF SITE**

##### **4.13.1 Contractor Limits**

Contractor shall limit the use of the Site for the Work and for storage to allow for:

- a. Owner occupancy and/or partial utilization.
- b. Work by others and work by Owner.
- c. Use of Site by public for travel (public and private roads).

##### **4.13.2 Coordination**

Coordinate the use of the Site with the Owner and the Engineer.

##### **4.13.3 Security**

Contractor shall assume full responsibility for the security of his/her Subcontractor's materials and equipment stored on the site, as well as his own.

##### **4.13.4 Interference with Operations**

If directed by the Owner or Engineer, move any stored items which interfere with the operations of the Owner or other Contractors.



## **4.14 LIMITS OF WORK AREA**

### **4.14.1 Confine operations**

Confine construction operations within the Limits of Work shown on the Drawings and within the road right-of-way or property boundary when Limits of Work are not shown on the Drawings.

### **4.14.2 Storage of Equipment and Materials**

Storage of equipment and materials, or erection and use of sheds, containers or trailers outside of the Limits of Work, if such areas are the property of Owner, shall be used only with Owner's approval. Such storage or temporary structures, even within the Limits of Work, shall be confined to Owner's property and shall not be placed on properties designated as easements or rights-of way. Security of these materials is the responsibility of the Contractor. The Owner or Engineer shall not be held responsible for these materials.

### **4.14.3 Pipe Storage (*If Applicable*)**

Contractor may temporarily string pipe along the road rights-of-way in active construction areas or zones. At no time shall the pipe impede pedestrian or traffic flow or cause any safety hazard. Pipe may remain along road rights-of-way for a maximum of one week (seven calendar days).

### **4.14.4 Owner Provided Easements (*If Applicable*)**

Permanent and temporary easements or rights-of-way across private property, which are shown or defined as work areas within the Limits of Work, have been obtained by Owner. Where Contractor's work requires his entry into easement areas to investigate, alter or replace existing water mains, water services, sewer mains, sewer laterals, and their associated structures, Owner will provide information on such easements and means of access thereto.

### **4.14.5 Easements and Rights-of-Way Use (*If Applicable*)**

- a. Limit use of and access to easements and rights-of-way to personnel and equipment necessary to perform Work allowed by easement or rights-of-way documents.
- b. Maintain existing protective barriers, such as fences, gates, shrubbery barriers, landscaping or other containment devices installed to protect people or private property, such as pets or livestock. Contractor shall be responsible to mitigate damages resulting from Contractor's failure to maintain existing protective barriers.
- c. Maintain adequate access to private property by public service entities, such as US mail, delivery services, utilities, police, fire, rescue, or other emergency services. Contractor shall be responsible to mitigate damages resulting from Contractor's failure to maintain adequate access.

### **4.14.6 Occupying Private Land (*If Applicable*)**

- a. The area available for the Contractor staging / storage is limited to the Limits of Work, property boundaries, permanent easements, and/or temporary construction easements shown on the Drawings or described within this Section. The Contractor is responsible for obtaining off-site staging / storage areas as required if these areas are insufficient for his/her activities. If Contractor intends to occupy private land other than land owned by

Owner, land owned by Contractor, or land covered by easements and rights-of-way obtained by the Owner for the performance of the Work by the Contractor, then Contractor shall obtain written consent from the owner of the land the Contractor intends to occupy.

- b. Contractor shall obtain written consent before Contractor enters or occupies the private land with equipment, tools, materials, or Contractor's personnel.
- c. Contractor shall provide copies of written consent to the Owner before Contractor enters or occupies the private land.
- d. Contractor shall obtain required permits for use of private lands including erosion and sedimentation control plan approval at no additional cost to Owner.

#### ***4.15 LOCATION OF UNDERGROUND UTILITIES***

Obtain excavation permits prior to start of excavation, and comply with Installation requirements for locating and marking underground utilities. Contact Dig Safe and other utilities as may be required a minimum of 72 hours prior to excavating, to mark utilities, and within sufficient time required if work occurs on a Monday or after a Holiday. Verify existing utility locations indicated on contract drawings, within area of work.

Identify and mark all other utilities not managed and located by the local utility companies. Scan the construction site with Ground Penetrating Radar (GPR), electromagnetic, or sonic equipment, and mark the surface of the ground or paved surface where existing underground utilities are discovered. Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated, or specified to be removed, that is indicated or discovered during scanning, in locations to be traversed by piping, ducts, and other work to be conducted or installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

##### **4.15.1 Notification Prior to Excavation**

Notify the Owner at least 5 working days prior to starting excavation work.

#### ***4.16 OWNER OCCUPANCY***

The Owner will occupy the existing wastewater system during entire period of construction. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

#### ***4.17 OPERATION OF EXISTING FACILITIES***

Normal operations of the existing facilities (water and sewer utilities) will be performed by Owner. Only Owner's staff is allowed to operate existing facilities including equipment, valves, gates, motor controls, etc.

- a. Provide Owner a minimum of two working days written notice of necessary operation of existing valves, pumps, or equipment to facilitate construction activities.
- b. Contractor's activities shall not disrupt Owner's access to operate and maintain existing equipment and facilities. Contractor shall furnish any temporary access required, including ladders, platforms, grating, and walkways, all which shall comply with OSHA laws and regulations, for necessary plant operations.

- c. Contractor's operations shall not disrupt truck access for operations or the delivery or hauling of materials and suppliers to and from the Site.

#### **4.18 CONNECTIONS TO EXISTING FACILITIES**

##### **4.18.1 Cutting and Patching (If Applicable)**

Contractor shall provide all cutting and patching required for connection to existing facilities.

##### **4.18.2 Temporary Connections (If Applicable)**

Temporary connections to existing facilities are covered in the Temporary Construction Facilities and Controls section ("Attachment D").

##### **4.18.3 Sleeves Required (If Applicable)**

Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeve opening forms or frames shall be furnished by the manufacturer or supplier of the pipes, conduits or equipment, but shall be installed by General Contractor. Where hanger inserts, anchor bolts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the manufacturer or supplier of the pipe or other equipment requiring the same, but shall be installed by General Contractor.

##### **4.18.4 Annular Space (If Applicable)**

Where pipes or conduits are to pass through walls or slabs, the Contractor shall seal the annular space around the installed pipe, conduit, or duct in accordance with the current Laws and Regulations.

##### **4.18.5 Responsibility for Damage**

Cost resulting from correction of defective, ill-timed or incorrectly located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the Contractor. To this end, no Contractor shall arbitrarily cut, drill, alter, damage or otherwise endanger the work of another Contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the Owner following consultation with the Contractors involved.

#### **4.19 ALTERATION PROJECT PROCEDURES**

##### **4.19.1 Matching Materials**

Materials: As specified in individual Specification sections; match existing products and work for patching and extending work.

##### **4.19.2 Close Openings**

Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

#### **4.19.3 Minimize Damage**

Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

#### **4.19.4 Refinishing Existing Surfaces (*If Applicable*)**

Refinish remaining visible existing surfaces in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

#### **4.19.5 Smooth Transitions (*If Applicable*)**

Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.

#### **4.19.6 Straight Terminations (*If Applicable*)**

When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.

#### **4.19.7 Recommend Transition Method**

Where a change of plane of 1/4-inch or more occurs, submit recommendation for providing a smooth transition for Owner review. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

#### **4.19.8 Finish Surfaces (*If Applicable*)**

Finish surfaces as specified in individual Specification sections.

### **4.20 CUTTING AND PATCHING**

#### **4.20.1 Installer Experience**

Employ skilled and experienced installer to perform cutting and patching. (*If Applicable*)

#### **4.20.2 Submittal for Cutting or Altering**

Submit written request in advance of cutting or altering elements which affects:

- a. Structural integrity of element.
- b. Integrity of weather-exposed or moisture-resistant elements.
- c. Efficiency, maintenance, or safety of element.
- d. Visual qualities of sight-exposed elements.
- e. Work of Owner or separate contractor.

#### **4.20.3 Cutting, Fitting, and Patching (*If Applicable*)**

Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:

- a. Fit the several parts together, to integrate with other work.
- b. Uncover work to install or correct ill-timed work.
- c. Remove and replace defective and non-conforming work.
- d. Remove samples of installed work for testing.

e. Provide openings in elements of work for penetrations of mechanical and electrical work.

#### **4.20.4 Avoid Damage to Other Work**

Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.

#### **4.20.5 Rigid Materials (*If Applicable*)**

Cut rigid materials using masonry saw or core drill.

#### **4.20.6 Restore Work**

Restore work with new products in accordance with requirements of Contract Documents.

#### **4.20.7 Penetrations (*If Applicable*)**

Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

#### **4.20.8 Seal Voids (*If Applicable*)**

Maintain integrity of wall, ceiling, or floor construction; completely seal voids. All voids shall be completely sealed to the satisfaction of the Engineer and Owner.

#### **4.20.9 Refinish Surfaces (*If Applicable*)**

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

#### **4.20.10 Identify Hazards**

Notwithstanding any requirements of State or Federal laws, identify any hazardous substance or condition exposed during the Work to Owner in writing for decision or remedy.

### **4.21 REQUESTS TO WORK OUTSIDE OF NORMAL WORKING HOURS**

Submit requests to work outside normal working hours at least one week in advance. Requests to work outside normal working hours must be approved in advance by Owner and Engineer.

### **4.22 SALVAGE MATERIAL AND EQUIPMENT**

Items designated by the Engineer to be salvaged remain the property of the Owner. Segregate, itemize, deliver and off-load the salvaged property at the Owner designated storage area which shall be located within 5 miles of the construction site.

Provide a salvage plan, listing material and equipment to be salvaged, and their storage location. Maintain property control records for material or equipment designated as salvage. Use a system of property control that is approved by the Engineer. Store and protect salvaged materials and equipment until delivered to the Owner's storage area.

**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:

**CLEANING & RELINING THE CURED IN PLACE PIPE  
AT VIKING DR. (WAREHAM MIDDLE SCHOOL AREA)**

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	Material (per foot): Clean/Reline				
002	Labor: Clean/Reline				
003	Miscellaneous Costs				
	Firm Fixed Price (FFP)				
	FOB: Destination				

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)



**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 SUBMITTAL PROCEDURES**

### **PART 1 GENERAL**

#### ***1.1 SUMMARY***

The Owner may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Contractor's Quality Control (CQC) System Manager to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Owner approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

A submittal register showing items of equipment and materials for when submittals are required by the specifications.

#### ***1.2 DEFINITIONS***

##### ***1.2.1 Submittal Descriptions (SD) (If Applicable)***

Submittal requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

###### **SD-01 Preconstruction Submittals**

Submittals which are required prior to or the start of the next major phase of the construction on a multi-phase contract, includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates of insurance

Surety bonds  
List of proposed Subcontractors  
List of proposed products  
Construction progress schedule  
Network Analysis Schedule (NAS)  
Submittal register  
Schedule of prices or Earned Value Report  
Health and safety plan  
Work plan  
Quality Control (QC) plan  
Environmental protection plan

#### SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

#### SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (MSDS) concerning impedances, hazards and safety precautions.

#### SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

### **1.2.2 Approving Authority**

Office or designated person authorized to approve submittal.

### **1.2.3 Work**

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, except those SD-01 Pre-Construction Submittals noted above, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

## **1.3 SUBMITTALS**

Owner approval is required for submittals with an "O" designation; submittals not having an "O" designation are for information only. When used, a designation following the "O" designation

identifies the office that will review the submittal for the Owner. Submit the following in accordance with this section.

SD-01 Preconstruction Submittals  
Submittal Register; O

#### **1.4 SUBMITTAL CLASSIFICATION**

Submittals are classified as follows:

##### **1.4.1 Designer of Record Approved (DA) (If Applicable)**

Designer of Record (DOR) approval is required for extensions of design, critical materials, any deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Engineer. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings." Contractor to provide the Owner with the number of copies designated hereinafter of all DOR approved submittals. The Owner may review any or all Designer of Record approved submittals for conformance to the Solicitation, Accepted Proposal and the completed design. The Owner will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below. Generally, design submittals should be identified as SD-05 Design Data submittals.

##### **1.4.2 Owner Approved (O)**

Owner approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Engineer. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings."

##### **1.4.3 For Information Only**

Submittals not requiring Owner approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

#### **1.5 PREPARATION**

##### **1.5.1 Transmittal Form (To be supplied by engineer-if applicable)**

Use B ENG Form 4025-R for submitting both Owner approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

##### **1.5.2 Source Drawings for Shop Drawings**

The entire set of Source Drawing files (DWG) will not be provided to the Contractor. Only those requested by the Contractor to prepare shop drawings may be provided. Request the specific Drawing Number only for the preparation of Shop Drawings. These drawings may only be provided after award.

### **1.5.2.1 Terms and Conditions**

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Owner. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Owner harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic Source Drawing files are not construction documents. Differences may exist between the Source Drawing files and the corresponding construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic Source Drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Owner and the furnished Source Drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic Source Drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

### **1.5.3 Electronic File Format**

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. In addition to the electronic submittal, provide one hard copies of the submittals. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, coordinate the file naming convention with the Engineer. Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in PDF, unless otherwise specified or directed by the Owner. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic submittal documents fewer than 10MB to an email address as directed by the Engineer. Provide electronic documents over 10MB on an optical disc, or through an electronic file sharing system such as Dropbox

Provide hard copies of submittals when requested by the Owner. Up to three additional hard copies of any submittal may be requested at the discretion of the Engineer, at no additional cost to the Owner.

## **1.6 QUANTITY OF SUBMITTALS**

### **1.6.1 Number of Samples SD-04 Samples (If Applicable)**

- a. Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to Contractor.
- b. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

## **1.7 INFORMATION ONLY SUBMITTALS**

Normally submittals for information only will not be returned. Approval of the Engineer is not required on information only submittals. The Owner reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Engineer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Owner laboratory or for check testing by the Owner in those instances where the technical specifications so prescribe.

## **1.8 VARIATIONS**

Variations from contract requirements require both Designer of Record (DOR) and Owner approval and will be considered where advantageous to Owner.

### **1.8.1 Considering Variations**

Discussion with Owner prior to submission, after consulting with the DOR, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the Owner requiring rejection and removal of such work at no additional cost to the Owner.

### **1.8.2 Proposing Variations**

When proposing variation, deliver written request to the Owner, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Owner, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025 for submittals which include proposed deviations requested by the Contractor (to be supplied by engineer-if applicable). Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Owner reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### **1.8.3 Warranting that Variations are Compatible**

When delivering a variation for approval, Contractor, including its Designer(s) of Record, warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

### **1.8.4 Review Schedule is Modified (If Applicable)**

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration of submittals with variations by owner.

## **1.9 SUBMITTAL REGISTER (If Applicable)**

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Owner; retain data which is output in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. The Owner will provide the initial submittal register in electronic format with the following fields completed, to the extent that will be required by the Owner during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Owner.

### **1.9.1 Use of Submittal Register**

Submit submittal register. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

### **1.9.2 Contractor Use of Submittal Register**

Update the following fields with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

### **1.9.3 Approving Authority Use of Submittal Register**

Update the following fields in the Owner-furnished submittal register program or equivalent fields in program utilized by Contractor.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions.

Column (q) List date returned to Contractor.

### **1.9.4 Copies Delivered to the Owner**

Deliver one copy of submittal register updated by Contractor to Owner with each invoice request.

## **1.10 SCHEDULING**

Schedule and submit, concurrently, submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay, damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Engineer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A."
- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

## **1.11 Owner APPROVING AUTHORITY**

When approving authority is Engineer, the Owner will:

- a. Note date on which submittal was received.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with markings appropriate for action indicated.



Upon completion of review of submittals requiring Owner approval, stamp and date submittals. 1 copy of the submittal will be retained by the Engineer and 1 copy of the submittal will be returned to the Contractor. If the Owner performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

### **1.11.1 Review Notations**

Owner review will be completed within 7 calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize the Contractor to proceed with the work covered.
- b. Submittals marked "approved as noted" "or approved, except as noted, resubmittal not required," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
- c. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
- d. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

### **1.12 DISAPPROVED SUBMITTALS**

Contractor shall make corrections required by the Owner. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice as required under the Contract clause CHANGES, is to be given to the Owner. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Owner requiring rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

### **1.13 APPROVED SUBMITTALS**

The Owner's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory.

Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

After submittals have been approved or accepted by the Owner, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

**1.14 APPROVED SAMPLES**

- a) Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.
- b) Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the Contractor at its expense, if so requested.
- c) Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Owner reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- d) Samples of various materials or equipment delivered on the site or in place may be taken by the Owner for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor to replace such materials or equipment to meet contract requirements.
- e) Approval of the Contractor's samples by the Owner does not relieve the Contractor of his responsibilities under the contract.

**1.15 WITHHOLDING OF PAYMENT**

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

**1.16 STAMPS**

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements are to be similar to the following:

CONTRACTOR  
(Firm Name)

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with corrections as noted on submittal data and/or attached sheets(s)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX C  
PREVAILING WAGES**

**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.

**FORM FOR GENERAL BID – PAGE 2**

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 General 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

**FORM FOR SUB-BID – PAGE 2**

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 Sub-Bidder)

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

\_\_\_\_\_



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 two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

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

Approved As To Form:

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

Certified as to the Availability of Funds:

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

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

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)