



**William F. Martin**  
Mayor

City known as the Town of  
**GREENFIELD, MASSACHUSETTS**

---

**DEPARTMENT of CENTRAL MAINTENANCE**

Town Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1560 • Fax 413-772-1519  
GeorgeV@greenfield-ma.gov • www.greenfield-ma.gov

**INVITATION FOR BID**

**IFB TITLE: EMERGENCY GENERATOR PROJECT FOR TOWN HALL AND DPW YARD**

**CONTRACT #: 17-04**

**Date of Issuance: 12/9/2016 @ 9:00 a.m.**

**Bid Due Date: 12/28/2016 @ 2:00 p.m.**

**Submit to:** Audrey LaBonté  
Office of the Mayor  
City of Greenfield  
14 Court Square  
Greenfield, Ma 01301

**Contact:** George VanDelinder  
Director, Central Maintenance  
City of Greenfield  
14 Court Square  
Greenfield, MA 01301  
[GeorgeV@greenfield-ma.gov](mailto:GeorgeV@greenfield-ma.gov)

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## Advertisement for Bidders

City of Greenfield  
Office of the Mayor  
14 Court Square  
Greenfield, MA 01301

The Central Maintenance Department of the City of Greenfield is soliciting sealed BID proposals from qualified contractors for the relocation of an existing Koehler 50KW emergency generator set to the DPW Yard. BID to include a new Automatic Transfer Switch (ATS), remote panel, and removal of existing emergency generator and ATS at the DPW Yard site. This Department is also soliciting BIDs to supply a new 150 KW generator set fully installed and operational for the Town Hall to replace the existing generator set that is to be relocated to the DPW Yard. A functional ATS and remote panel currently exist at the Town Hall.

As of 9:00 a.m. on Wednesday, December 9, 2016, copies of this request for BIDs may be obtained from the City of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under “Departments”, “Purchasing”, “Active Bids/RFQ/RFP” or electronically from the Purchasing Department of the City of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov). Hard copies may be obtained by calling A. LaBonté at 772-1560 x-6136.

Sealed proposals addressed to the Office of the Mayor, 14 Court Square, Greenfield, MA 01301 and endorsed “#17-04: **EMERGENCY GENERATOR PROJECT FOR TOWN HALL AND DPW YARD**” will be accepted until 2:00 PM on Wednesday, December 28, 2016.

A bid security will be required from the Contractor in the form of a certified check, treasurer’s check, or cashier’s check, drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid made payable to the City of Greenfield, Massachusetts and shall be enclosed with the bid.

A Labor and Materials (Payment) Bond in the amount 50% of the contract will be required of the successful bidder.

Attention is called to the following:

- A. Bids for this project are subject to the provisions of the Massachusetts General Laws Chapter 149 as amended.
- B. Wages are subject to Massachusetts minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27H inclusive.
- C. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

A pre-bid site visit is scheduled for Tuesday December 20 at 9:00 AM in the parking lot behind the Greenfield Town Hall (14 Court Square) with a second site visit at the DPW Town Yard (209 Wells Street) immediately after.

All questions and requests for clarification to this bid spec must be directed in writing to:

George Van Delinder  
Director of Central Maintenance and City Representative

20 Sanderson Street  
Greenfield, MA 01301  
Email: [georgev@greenfield-ma.gov](mailto:georgev@greenfield-ma.gov)

The City of Greenfield reserves the right to reject any or all bids or to waive any informalities in the bidding.  
The Contract/Bid/Proposal awarding authority is:

City of Greenfield  
Department of Central Maintenance  
Greenfield, Massachusetts

# SECTION 1

## INFORMATION FOR BIDDERS

The Central Maintenance Department of the City of Greenfield is requesting BIDs from qualified contractors for the relocation of an existing Koehler 50KW emergency generator set to the DPW Yard. BID to include a new Automatic Transfer Switch (ATS) and removal of existing emergency generator and ATS at DPW Yard site. This Department is also soliciting BIDs to supply a new generator set fully installed and operational for the Town Hall to replace the existing generator set that is to be relocated to the DPW Yard. A functional ATS and remote panel currently exist at the Town Hall.

### 1.1 **PROJECT SITE**

All work of this contract is to be carried out at the following locations:

- Greenfield DPW Yard, 209 Wells Street, Greenfield, MA
- Greenfield Town Hall, 14 Court Square, Greenfield, MA

Work on this project must meet the requirements of all applicable city, local, and state codes, laws and ordinances

### 1.2 **PERMITS AND INSURANCE**

Contractor is responsible for obtaining appropriate permits and must provide proof of insurance as described in Attachment C.

### 1.3 **BID DOCUMENTS**

The Advertisement for Bidders, SCOPE OF THE WORK, and forms for Bid, may be obtained via the City's website at [www.greenfield-ma.gov](http://www.greenfield-ma.gov); departments; purchasing; active bids or at the Office of the Mayor, City Hall, 14 Court Square, Greenfield, MA 01301 or by calling the Purchasing department at 413-772-1560, ext 6136.

### 1.4 **QUESTIONS REGARDING DOCUMENTS**

In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the Contract Documents, including Addenda, or as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the City or the Engineer on account thereof.

Any questions shall be submitted in writing one of two ways to the City Representative at least 3 days before the established due date for receipt of BIDs. They may be sent electronically via e-mail and directed to [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov). In the subject line of the e-mail put "**Question-Greenfield Emergency Generator Project For Town Hall and DPW Yard**". Alternatively, they may be faxed to 413-772-1519 Attn: G VanDelinder. All submissions must contain the name of the person asking the question, company name, address, phone number and email address. Failure to provide the correct information in the email will deem the question unanswerable, and it will not be considered as part of any addenda.

If the question involves the equality or use of products or methods it must be accompanied by specifications or other data in sufficient detail to enable the City to determine the equality or

suitability of the product or method. In general, the City will neither approve nor disapprove particular products prior to the bid deadline; such products will be considered when offered by the Contractor for incorporation into the Work.

The Director of Central Maintenance will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his/her sole judgment are appropriate or necessary and his/her decision regarding each. At least three days prior to the receipt of bids, he/she will send a copy of these Addenda to those prospective bidders *known* to have taken out sets of the Contract Documents and will post them on City of Greenfield website at [www.greenfield-ma.gov](http://www.greenfield-ma.gov) under the Purchasing Department.

#### 1.5 **PROPOSAL SUBMISSION**

Sealed proposals marked “**17-04, City of Greenfield Emergency Generator Project For Town Hall and DPW Yard**” must be submitted to the Office of the Mayor, 14 Court Square, Greenfield, Massachusetts by **2:00 PM on Wednesday, December 28, 2016**. All proposals must be upon the blank form annexed hereto, state the proposed total cost of the work, both in words and in figures, and be signed by the bidder with his business address and place of residence. Bid submissions must also include:

- A Certificate of Non-Collusion and Certificate of Tax Compliance signed by the individual submitting the BID (Attachment A)
- OSHA Training Certification (See Attachment B)
- Certificate of Insurance (See Attachment C)
- References (Attachment D)
- 5% bid security bond

Bidders shall not remove and submit the Bid pages separate from the volume of Contract documents, but shall submit their Bids bound with the complete volume of attached Contract documents, including all pages correctly assembled.

Each bid shall be submitted to the City in a sealed envelope. On the outside of the envelope shall be written the bidder’s name and address and the name of and description of the project for which the Bid is submitted.

If forwarded by mail, the sealed envelope containing the Bid and marked as directed above, must be enclosed in another envelope addressed to the City.

- 1.6 **WITHDRAWAL OF BIDS**. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the City for consideration and comparison with other bid similarly submitted, the bidder agrees that he may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identifications, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not therefore been accepted by the City at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid. Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the City notifies a Bidder in writing that his Bid is rejected or that the City does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any Bid.

- 1.7 **ABILITY AND EXPERIENCE OF BIDDER.** No award will be made to any Bidder who cannot satisfy the City that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The City decision or judgment on these matters shall be final, conclusive, and binding.

The Bidder is to submit a list of comparable projects with the list of references.

The City may make such investigations as it deems necessary, and the Bidder shall furnish to the City, under oath if so required, all such information, and data for this purpose as the Town may request.

- 1.8 **BIDS.** The City may reject Bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the City may waive such omissions, conditions or irregularities.

- 1.9 **RIGHT TO REJECT BIDS.**

The City reserves the right to reject any or all Bids, or alternative bid items should the City deem it to be in the public interest to do so.

This Invitation For BID may be rescinded by the City if lowest acceptable bid exceeds the amount budgeted for this project.

- 1.10 **EXECUTION OF AGREEMENT:**

The bidder whose BID is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification, for a period ending as specified on bid proposal forms.

- 1.11 **TIME FOR COMPLETION:**

Equipment for this Contract shall be ordered within ten (10) working days from date of agreement. A final completion date shall be determined once the equipment delivery schedule is understood. It will be the contractor's responsibility to have the site ready to install the equipment once it arrives, except as the work may be interrupted by weather or other adverse conditions as mutually agreed to by the City and the Contractor (see paragraph 14 in Section 7 for further clarification).

- 1.12 **COMPARISON OF BIDS:**

Bids will be compared and awarded to the responsible bidder offering the lowest-priced quotation. In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern. Contract to be awarded on lowest TOTAL cost of project. The City agrees to examine and consider each BID submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the BID.

- 1.13 **BID SECURITY.** The Bid Security from the contractor in the form of a certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the City of Greenfield, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the City as security for the fulfillment the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the City as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within

40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.

None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until the AGREEMENT has been executed by both the City and the accepted bidder.

The bid deposit must be enclosed in the sealed envelope containing the bid.

1.14 **DISPUTES:**

In the event of any dispute as to any of the terms and conditions of this Contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.15 **PREVAILING WAGE RATES:**

This is a prevailing wage project as required under M.G.L. c.149. The prevailing wage schedule is attached.

1.16 **OSHA CERTIFICATION**

Contractor must complete Attachment B of this bid and certify that:

1. Contractor 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. 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 [sic] documentation of successful completion of said course with the first certified payroll report for each employee; and
3. All employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

- 1.17 The City reserves the right to revoke this contracted AGREEMENT in writing with two weeks' notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

1.18 **EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION.**

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

1.19 **NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE.**

A written Notice to proceed shall be issued to the Contractor after receipt of proof of required insurance. No work shall be performed by the Contractor until he has received the Notice to Proceed.

1.20 **PRE-BID SITE VISIT**

A mandatory pre-bid site visit is scheduled for Tuesday, December 20, 2016. Bidders should be in the parking lot behind Town Hall promptly at 9:00AM on that date.

1.21 **BONDS.**

A Labor and Material (Payment) Bond is required in the amount of 50% of the amount of the contract.

**SECTION 2**  
**PROPOSAL FORM**

\_\_\_\_\_  
Bidder's Name

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner"):

Gentlemen:

The undersigned \_\_\_\_\_, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Contract Documents (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all equipment, materials and labor necessary for the completion of the work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of the Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The bidder will take in full payment, therefore, the following price, to wit:

**CITY OF GREENFIELD EMERGENCY GENERATOR PROJECT FOR TOWN HALL AND DPW YARD, PROJECT, CONTRACT # 17-04**

**ITEM 1.0: RELOCATION/INSTALLATION OF EMERGENCY GENERATOR FROM TOWN HALL TO DPW YARD AND NEW ATS AND REMOTE PANEL PROVIDED:**

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents \_\_\_\_\_  
(Write in words and numbers)

**ITEM 2.0: NEW GENERATOR SET PROVIDED AND INSTALLED FOR TOWN HALL:**

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents \_\_\_\_\_  
(Write in words and numbers)

**TOTAL COST (ITEM 1.0 plus ITEM 2.0):**

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents \_\_\_\_\_  
(Write in words and numbers)

**ADDITIONAL COST:** Supply and install larger conduit at Town Hall if determined necessary:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents \_\_\_\_\_  
(Write in words and numbers)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the City, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID within 40 consecutive calendar days after the actual date of the opening of BIDS and that, if the Town shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the City shall have the right to retain as liquidated damages the amount of the bid check which shall become the City's property.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

The Bidder hereby certifies he shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

\_\_\_\_\_  
Name of Bidder

(SEAL)

By: \_\_\_\_\_  
(Signature and title of authorized representative)

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

\_\_\_\_\_  
(City & State)

Date: \_\_\_\_\_

The bidder is a corporation incorporated in the State (or Commonwealth) of \_\_\_\_\_

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

**SECTION 3**

**AGREEMENT FOR CONTRACT 17-04**

**EMERGENCY GENERATOR PROJECT FOR TOWN HALL AND DPW YARD**

**THIS AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen.

(herein referred to as the "AGREEMENT"), by and between the City of Greenfield, Massachusetts, acting by and through its Department of Central Maintenance, duly authorized therefore, which acts solely for said Town and without personal liability to itself, party of the first part, and \_\_\_\_\_ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in accordance with the specifications and conditions attached hereto and made a part hereof, in strict conformity with the provisions herein contained and the Advertisement for Bidders, Information for Bidders, Proposal, and General, Supplemental and Special Conditions hereto annexed. All said Advertisement for Bidders, Information for Bidders, Proposal, and General, Supplemental and Special Conditions are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Owner agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract; including all work required, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such price or prices as are set out in the accompanying proposal, and for all work required, for which there is no item in the proposal, such compensation as is provided for in the aforesaid specifications.

The Contractor's bid price for this project is \_\_\_\_\_.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed and its corporate seal to be hereto affixed in its behalf, and the Contractor has caused this instrument to be signed in its behalf.

**AGREEMENT FOR CONTRACT 17-04**

**EMERGENCY GENERATOR PROJECT FOR TOWN HALL AND DPW YARD**

FOR THE OWNER,

\_\_\_\_\_

By the \_\_\_\_\_

\_\_\_\_\_

FOR THE CONTRACTOR,

\_\_\_\_\_

By the \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

(If a corporation, attach to each signed Agreement a notarized copy of the corporate vote authorizing the signatory to sign this Agreement.)

Approved as to Appropriation:

\_\_\_\_\_

City Accountant

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

|  |                             |
|--|-----------------------------|
| <b>Project: City of Greenfield Emergency Generator Project For Town Hall and DPW Yard</b>  |                             |
| Owner: City of Greenfield, MA  | Owner's Contract No.: 17-04 |
| <b>Contract: City of Greenfield Emergency Generator Project For Town Hall and DPW Yard</b> |                             |
| Contractor:  |                             |
| Contractor's Address:  |                             |
|  |                             |
|  |                             |
|  |                             |

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. The date of Substantial Completion is to be agreed upon by the two parties.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the Owner certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

|  |                      |
|--|----------------------|
|  | Owner                |
|  | Given by:            |
|  | Authorized Signature |
|  | Title                |
|  | Date                 |

**SECTION 4**  
**PREVIALING WAGE SCHEDULE**

## SECTION 5

### BONDS

#### LABOR AND MATERIALS (PAYMENT) BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the City.)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_  
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of \_\_\_\_\_,

and having a usual place of business at \_\_\_\_\_, as Principal,

and \_\_\_\_\_, a corporation duly organized under the

Laws of the State (or Commonwealth) of \_\_\_\_\_, and having a usual place of business

at \_\_\_\_\_,

as Surety, are holden and stand firmly bound and obligated unto the City of Greenfield, Massachusetts, as

obligee, in the sum of \_\_\_\_\_,

lawful money of the United States of America to and for the true payment whereof we bind ourselves and,

each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated \_\_\_\_\_.

Has entered into a contract with the said obligee for \_\_\_\_\_

\_\_\_\_\_ a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used, but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water,

gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by a claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the City or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
  - (b) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to \_\_\_\_\_ counterparts of this Bond, this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen.

(NOTE: \_\_\_\_\_(Seal)  
Principal

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners. \_\_\_\_\_(Seal)  
Principal

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers. \_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_ (Seal)

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds. \_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_ (Seal)  
Surety

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

**Certificate of Acknowledgment of Contractor if a Corporation**

**For CONTRACT BONDS**

State of \_\_\_\_\_)

SS:

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

before me personally came \_\_\_\_\_

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires: \_\_\_\_\_

## SECTION 6

### SCOPE OF WORK

#### 1.0 RELOCATION OF EMERGENCY GENERATOR FROM TOWN HALL TO DPW YARD

- 1.1 The City is requesting bids from qualified contractors to relocate an existing emergency generator set located at Town Hall to the Greenfield DPW Yard. As used in this document, the term *contractor* is to mean the authorized dealer or other representative of the manufacturer authorized to sell, install and service the equipment purchased
- 1.2 The primary work includes removal of the existing Kohler model 50REOZJD diesel generator set from Town Hall and relocating it to a designated location in the Greenfield DPW Yard and furnishing and installing a new and properly sized ATS and remote panel. The existing 15 KW emergency generator and ATS at this site is to be removed and disposed of by Contractor.
- 1.3 The contractor is responsible for providing a turnkey operating emergency generator system as described in this bid to supply power to panels currently wired to an existing ATS that is to be replaced with a new ATS. Location of generator set will be on a foundation provided by Owner.
- 1.3 Contractor will be responsible for the following activities:
- Disconnect all power and any field instrumentation wire from existing unit
  - Removal of existing generator unit and ATS from site.
  - Determine conduit location and wire size to be pulled. Owner to provide conduit and will install. Contractor to supply conductor feeders and install in conduit.
  - Receive on site and set relocated generator set.
  - Furnish and install new ATS and remote panel.
  - Make all power and instrument connections to generator set.
  - Provide and install all fluids, filters, etc for proper running operation.
  - Commission system once installed.
- 1.4 The new ATS is to be rated for 120/208 volts and 400 amps.
- 1.5 The contractor is to install the emergency generator and ATS in accordance with the requirements of the latest addition of the National Electrical Code as adopted by the city. All appropriate electrical work is to be performed by an electrician licensed to work in the State of Massachusetts.
- 1.6 The new ATS is to have a one year parts and labor warranty.
- 1.7 During the warranty period, the contractor is to have a qualified service technician available within 24-hours of a request for service by the City.
- 1.8 As part of the installation, the contractor is to train the appropriate City staff in the proper operation and maintenance of the generator and new ATS. The City anticipates this training to be conducted in one work day or less.
- 1.9 As part of bid package, Contractor shall provide a comprehensive schedule indicating arrival of all equipment necessary to complete the work and date unit shall be commissioned.

## **2.0 NEW GENERATOR SET FOR TOWN HALL**

- 2.1 The City is requesting bids from qualified contractors to provide a new 150 KW emergency generator set for the Town Hall. As used in this document, the term *contractor* is to mean the authorized dealer or other representative of the manufacturer authorized to sell, install and service the equipment purchased
- 2.3 The primary work includes acquisition and installation of a new 150 KW diesel powered generator set. Contractor is responsible for connecting this to an existing ATS and remote panel.
- 2.5 Contractor will be responsible for the following activities:
- Purchase and install a new 150KW standby generator set.
  - Modify existing foundation as needed to receive new generator set. Location of existing concrete pad is at the northwest corner of Town Hall.
  - Determine if existing conductor wire and conduit size between generator and existing ATS is adequate. If not adequate, Contractor to add cost for the supply and installation of larger conductor wire in his bid and provide a separate line item price for supply and installation of larger conduit.
  - Make all power and instrument connections to generator set.
  - Provide and install all fluids, filters, etc for proper running operation.
  - Commission system once installation is complete.
- 2.6 The emergency generator and all components and equipment provided are to be the manufacturer's latest model. All attachments, equipment or accessories not specifically listed in this bid request are to be included to conform to the best practices known within the emergency generator industry in trade, quality, workmanship and design.
- 2.7 The emergency generator is to be diesel powered 120/208 volt, 3- phase, 60 HZ, 150 kW generator that is UL listed in accordance with UL 2200.
- 2.8 The emergency generator is to meet the standards established in NFPA 110: Standard for Emergency and Standby Power Systems, 2010 Edition, for a Level 2 generator that provides emergency power within 10-seconds of power interruption.
- 2.9 The diesel powered emergency generator is to include a block heater, starting batteries, alternator, battery charger, engine oil and coolant, unit mounted radiator, air cleaner, 600 amp circuit breaker, and rain-proof exhaust system and muffler.
- 2.10 The emergency generator is to have a control panel accessible on the generator unit and reconnected to an existing remote panel and ATS.
- 2.11 The emergency generator is to be installed on an existing concrete pad located on the northwest side of Town Hall.
- 2.12 The emergency generator is to be enclosed with a weather resistant sound enclosure to maintain a sound level not to exceed 75 db measured 25-feet from the installation location.
- 2.13 The contractor is to install the emergency generator in accordance with the

requirements of the latest addition of the National Electrical Code as adopted by the city. All appropriate electrical work is to be performed by an electrician licensed to work in the State of Massachusetts.

- 2.14 The diesel powered emergency generator is to have a one year parts and labor warranty.
- 2.15 During the warranty period, the contractor is to have a qualified service technician available within 24-hours of a request for service by the City.
- 2.16 As part of the installation, the contractor is to train the appropriate City staff in the proper operation and maintenance of the emergency generator. The City anticipates this training to be conducted in one work day or less.
- 2.17 As part of bid package, Contractor shall provide a comprehensive schedule indicating arrival of all equipment necessary to complete the work and date unit shall be commissioned.

END OF SCOPE

## SECTION 7 GENERAL CONDITIONS

- 1.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 1.2 All Bidders are required to submit a minimum of three references where the Contractor performed work of similar type and magnitude. Include names and contact information for each reference.
- 1.3 It is the responsibility of each Bidder before submitting a Bid to:
  - A. visit the Site, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - B. promptly give City Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Scope of Work and confirm that the written resolution thereof by City Representative is acceptable to Bidder.
- 1.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given City Representative written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City Representative are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.
- 1.5 Contractor to identify any subcontractors that may be employed as part of this work.

### AWARD OF CONTRACT

- 2.1 City Representative reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 2.2 City Representative reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 2.3 City Representative reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 2.4 In evaluating Bids, City Representative will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.5 In evaluating Bidders, City Representative will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities were submitted.
- 2.6 City Representative may conduct such investigations as City Representative deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Bid Documents.
- 2.7 If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to this section. Contents of the Bid of the Successful Bidder will become part of any contract awarded.

- 2.8 This Request For BID may be rescinded by the City if lowest acceptable bid exceeds the amount budgeted for this project.

#### SALES TAXES

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

#### MASSACHUSETTS PREVAILING WAGE RATES

- 4.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project.
- 4.2 It is the responsibility of the Bidder before bid deadline to request any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract.

#### PROTECTION OF CITY REPRESENTATIVE'S OPERATIONS

- 5.1 The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the City operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the City operations.

#### PROTECTION OF WORK AND PROPERTY

- 6.1 The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the City and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the City harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site.
- 6.2 Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- 6.3 Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the City Representative.

#### MATERIAL STORAGE AND CLEAN-UP

- 7.1 The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the City operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and sidewalks and pavement shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the City Representative and deducted from the balance due the Contractor.

#### MISCELLANEOUS UTILITIES

- 8.1 Electrical power will be furnished by the City Representative for small tools only. All connections to the electrical system will be furnished by the Contractor.
- 8.2 Water for materials, cleaning, washing, and drinking purposes will be furnished by the City. Any connections to the water system shall be completed by the Contractor.
- 8.3 At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

8.4 Toilet facilities will be provided by the City in the building.

#### CHANGES OR EXTRA WORK

- 9.1 The City Representative may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the City Representative. The value of such extra work shall be determined in one of the following ways:
1. By firm adjustment;
  2. By cost plus with a guaranteed maximum;
  3. By cost with a fixed fee; or
  4. By unit cost.
- 9.2 If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the City Representative. The City Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the City Representative authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- 9.3 All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The City Representative will prepare the work order covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the City Representative and the Contractor's foreman and/or superintendent

#### CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- 10.1 The Contractor shall promptly remove any work that does not meet the requirements of the work scope or is incorrectly installed or otherwise disapproved by the City Representative as failing to meet the intent of the work scope. The Contractor shall promptly replace any such work without expense to the City.

#### CORRECTION OF WORK AFTER FINAL PAYMENT

- 11.1 The Contractor shall guarantee all materials and workmanship for one (1) year from date of final commissioning of the equipment. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the City Representative's property due to such defects.

#### JOB CONDITIONS

- 12.1 There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- 12.2 Ladders and staging: Any ladders and staging used on this project must be in good condition. Ladders must be secured at the roof line at all times while in use. All ladders and staging must be O.S.H.A. approved.
- 12.3 No drugs or alcoholic beverages are permitted on the grounds.
- 12.4 The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to building, grounds, and public.
- 12.5 The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the City Representative's work in process, notification must be made within two (2) working days of the incidents to the City Representative.
- 12.6 During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the

premises free of accumulations and correct the damage, it shall be the City Representative's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

- 12.7 Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- 12.8 Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.

#### SAFETY

- 13.1 The Contractor and his crew shall work in a safe manner at all times. Any noticeable unsafe acts will be brought to the Contractor's attention and must be immediately corrected. If unsafe practices continue to be found the City Representative will issue a written notice to cease work. The Contractor will stop work immediately and submit a safety plan addressing such practices within two (2) working days from date of notice. Refusal to submit such plan will immediately terminate the contract and only payment of work and materials will be made up to date of termination.

#### START AND COMPLETION DATE

- 14.1 When the Contract is awarded, the Contractor will contact the City Representative to arrange the work schedule and the hours of the day that the workmen may be on the project. The job is to be bid under the assumption that all work will be performed on a straight time basis.
- 14.2 As per MGL Ch149 s.27B Contractor shall submit signed Massachusetts Weekly Certified Payroll Sheets directly to City Representative.
- 14.3 Equipment shall be ordered within ten (10) working days from the award of this contract, or as agreed upon by all parties.
- 14.4 All work as required in these bid documents shall be completed within thirty (30) working days of the start date, or as agreed upon by the parties.
- 14.5 For contractual purposes, a work day is considered as any day Monday through Friday. Saturday and Sunday are considered non-work days.
- 14.6 Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the City Representative will assess a penalty in the amount of \$100.00 a day for each agreed upon work day beyond the agreed completion date.
- 14.7 The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- 14.8 If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the City Representative, must remove his/her equipment and possessions from the job-site upon notification by the City Representative.

#### INVOICING AND PAYMENT

- 15.1 Invoicing for payment covering materials purchased and labor expended may be submitted on a weekly basis, or on a schedule agreed upon between Contractor and City Representative. No down payment or payments in advance for purchase of materials will be made.
- 15.2 Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding week. A 10% retainage will be held by the City Representative to be paid upon satisfactory completion of the job. Therefore, the amount of the invoice shall

not exceed ninety percent (90%) of the labor and material values estimated for the preceding week. All applications for payment shall be submitted on AIA form G702.

- 15.3 Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- 15.4 Final retainage shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the City Representative receives written verification of completion. Final payment will be made within 30 days of the date the following requirements have been satisfied:
  1. All contract requested documents completed and signed
  2. All punch list items developed between City Representative and Contractor at notice of completion are fully remediated.

#### TERMINATION BY THE CITY REPRESENTATIVE FOR CAUSE

- 16.1 The City Representative may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
  1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
  2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
  3. Is guilty of substantial breach of a provision of the contract documents.
- 16.2 The Contractor will be allowed to submit a final invoice for materials purchased and labor expended up to the date the contract has been terminated.

#### JOB COORDINATION

- 17.1 Contractor is responsible for policing and protecting areas where work may be taking place overhead in order to insure the protection of City property and public safety.
- 17.2 Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify City Representative.

**CONTRACT 17-04**

**ATTACHMENT A**

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed or typed name of person signing

\_\_\_\_\_  
Company or Corporation Name

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

**CONTRACT 17-04  
ATTACHMENT B**

**OSHA TRAINING CERTIFICATION**

Pursuant to M.G.L. Ch. 30, Sec. 39S(A), I certify under the penalties of perjury to the following:

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

\_\_\_\_\_  
(Signature of authorized representative of Bidder)

\_\_\_\_\_  
(Name of authorized representative of Bidder)

\_\_\_\_\_  
(Name of business)

**CONTRACT 17-04  
ATTACHMENT C**

**INSURANCE REQUIREMENTS**

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

- A. Workmen’s Compensation and Employer’s Liability Insurance as required by the Workmen’s Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance covering Bodily Injury and Property Damage as follows:

**Limits of Liability:**

|                   |  |
|-------------------|--|
| Bodily Injury *   | \$300,000 each person<br>\$500,000 each occurrence<br>\$500,000 aggregate products   |
| Property Damage * | \$100,000 each occurrence<br>\$100,000 aggregate operations<br>\$100,000 aggregate protective<br>\$100,000 aggregate products<br>\$100,000 aggregate contractual |

\* Or \$500,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called “premises operations.”
2. Work performed by his subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).
3. The Contractor’s liability assumed under this contract, called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).
5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as “XCU” coverage).

- C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

|                 |  |
|-----------------|--|
| Bodily Injury   | \$300,000 each person<br>\$500,000 each accident |
| Property Damage | \$100,000 each accident                          |

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

D. All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the City before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract\* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

\* If blanket coverage is furnished, this particular Contract need not be referred to.

**CONTRACT 17-04  
ATTACHMENT D**

**REFERENCES**

**Reference 1:**

Customer: \_\_\_\_\_

City/Town: \_\_\_\_\_

Project Description: \_\_\_\_\_

Approximate cost: \$ \_\_\_\_\_

Company contact: \_\_\_\_\_ Contact phone number: \_\_\_\_\_

**Reference 2:**

Customer: \_\_\_\_\_

City/Town: \_\_\_\_\_

Project Description: \_\_\_\_\_

Approximate cost: \$ \_\_\_\_\_

Company contact: \_\_\_\_\_ Contact phone number: \_\_\_\_\_

**Reference 3:**

Customer: \_\_\_\_\_

City/Town: \_\_\_\_\_

Project Description: \_\_\_\_\_

Approximate cost: \$ \_\_\_\_\_

Company contact: \_\_\_\_\_ Contact phone number: \_\_\_\_\_