

**CITY OF GREENFIELD**  
*Department of Public Works*

**CONTRACT DPW 19-14**

**Green River Pump Station**  
**Filter Beds Sand**

## **ADVERTISEMENT FOR BIDDERS**

DEPARTMENT OF PUBLIC WORKS  
14 COURT SQUARE  
GREENFIELD, MA 01301

Sealed Proposals addressed to the Department of Public Works, 14 Court Square, Greenfield, Massachusetts and endorsed "Proposal for Contract DPW 19-14, Green River Pump Station Filter Beds Sand" will be accepted by the Department of Public Works in Room 208, on the second floor of City Hall. Bids will be accepted until 2:00 p.m. on Thursday, November 8, 2018, at which time said bids will be publicly opened and read aloud in the Community Meeting Room (#203) on the second floor of City Hall.

The project consists of the following work:

- 1) Furnishing and delivering approximately 1,770 cubic yards (2,655 tons) of filter sand at the City of Greenfield Green River Pump Station located at 26 Eunice Williams Drive, Greenfield, MA.

To be noted:

- a) This facility processes approximately 20% of the City's drinking water. It is imperative than any equipment used to handle the filter sand be clean and free of dirt, oil, asphalt, residues, or any material that would adversely affect public health.
- b) The sand must conform to American Water Works Association standards for drinking water filtering material. See Section 6B, Technical Specifications.

Plans, specifications, and proposal forms will be emailed upon request by contacting [alan.twarog@greenfield-ma.gov](mailto:alan.twarog@greenfield-ma.gov) or by downloading them from the City's Purchasing Department's webpage at <http://greenfield-ma.gov/p/290/Active-BidsRFQRFPP>. To get on the Bidder's List, proposers should contact the DPW at [alan.twarog@greenfield-ma.gov](mailto:alan.twarog@greenfield-ma.gov) or by calling 413-772-1528 x6104. Plans and Specifications will be available starting October 24, 2018.

The Bid Security from the Contractor in the form of cash, certified check, treasurer 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 shall be made payable to the City of Greenfield, Massachusetts and shall be enclosed with the Bid.

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

The Contract/Bid/Proposal awarding authority is:

City of Greenfield  
Department of Public Works  
Greenfield, Massachusetts

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**SECTION 1**  
**INFORMATION FOR BIDDERS**

SECTION 1.  
INFORMATION FOR BIDDERS

1.1 **Location and work to be done:**

The work herein specified to be done (herein sometimes referred to as the “Work”) consists of furnishing and delivery of filter sand to the Green River Pump Station located at 26 Eunice Williams Drive, Greenfield, MA.

Under this contract the Contractor shall furnish all labor, equipment, materials, tools, and apparatus necessary for the completion of the work specified herein. Work performed and materials and supplied furnished are to be in strict accordance with the Specifications and Addenda. The Contractor is expected to conform to the Specifications or the directives of the City in the field.

- 1.2 **Questions Regarding Drawings and 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 Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, 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 owner or the engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the City at least 7 days before the established date for receipt of bids. If the question involves the equality or use of products or methods it must be accompanied by drawings, 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 opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.

The City will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least three days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

- 1.3 **Bidders to Investigate.** Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, viz:

Bidders must satisfy themselves by personal examinations of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

- 1.4 **Information not Guaranteed.** All information given on the Drawings or in the Contract Documents relating to sub-surface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the City does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction, will be the same as those indicated on the Drawings or in the other Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the City, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

- 1.5 **Submitting Bids.** All Bids must be upon the blank form for Bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the Bidder with his business address and place of residence. The Bid Security shall be enclosed with the Bid.

Bidders 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 **Time for Completion.** All work must be completed and the well back in operation within 30 days from the Notice to Proceed, which is expected to be issued sometime in March of 2019, weather depending.

- 1.7 **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 30 (thirty) 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.

- 1.8 **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 all projects completed within the past five years to include the name of the project, brief description of the project, cost of the project, and contact name and phone number.

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 City may request.

- 1.9 **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.
- 1.10 **Right to Reject Bids.** The City reserves the right to reject any or all Bids, or Alternate Bid Items should the City deem it to be in the public interest to do so.
- 1.11 **Execution of Agreement.** The Bidder whose bid is accepted will be required and agrees to duly execute the AGREEMENT, after notification that the AGREEMENT is ready for signature.
- 1.12 **Insurance Certificates.** The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the City.

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 Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability*	\$1,000,000 each occurrence
	\$2,000,000 aggregate

\* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive Commercial 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	\$500,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

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

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.

E. The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in paragraphs A to C, inclusive, above. It shall be the responsibility of the Contractor to insure that all his sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

No insurances required or furnished hereunder shall, in any way, relieve the contractor of, or diminish any of his responsibilities, obligations and liabilities under the Contract.

1.13 **Comparison of Bids.** Bids will be compared on the basis of lump-sum or unit prices stated in the BID.

In the event that there is a discrepancy in the Bid between the lump-sum or unit prices written in words and figures, the prices written in words shall govern.

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.

1.14 **Bid Security.** The Bid Security from the contractor in the form of cash, 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 30 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.

1.15 **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.

**SECTION 2**  
**FORMS FOR BID**

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

## PROPOSAL FORM

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner") acting through its Department of Public Works, duly authorized therefore, who act solely for said City and without personal liability to themselves:

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 Specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all 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 Owner as herein set forth.

The Bidder agrees that the Owner will have thirty (30) 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:

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures.)

(Bidders should insert extended item prices obtained from quantities and unit prices.)

### **Green River Pump Station Filter Beds Sand Refer to Technical Specifications**

<b>Item #</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Prices Written in Words and Figures</b>
1)	1,770 C.Y.	Furnish and deliver app. 1,770 cubic yards (2,655 tons*) of filter sand at the Green River Pumping Station located at 26 Eunice Williams Drive in Greenfield, MA as specified in the Contract Documents and Technical Specifications.
		\$ _____ <b>Unit Price/Total Price</b>

\_\_\_\_\_  
**Total Price in Words**

2) I have completed and signed the Materials Specification checklist on page 54 of this contract. Circle one. YES NO

\*Conversion to tons calculated as  $\frac{1.5 \text{ ton}}{\text{CY}}$

This Bid includes Addenda:

\_\_\_\_\_

If this Proposal shall be accepted by the City of Greenfield, Massachusetts, acting through its Mayor and the undersigned shall fail to contract as aforesaid, and to give a payment bond in the sum of the full amount of the contract with a surety company satisfactory to the owner within ten (10) days of the date of notice to him from the owner that the contract is ready for signature, then he shall be considered to have abandoned the contract and the Proposal Guaranty accompanying this Proposal shall become the property of the City of Greenfield, Massachusetts.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this clause the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

(SEAL - if Bid is by a corporation)

ATTEST: \_\_\_\_\_

**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.

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

\_\_\_\_\_  
Name of Business

**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

**SECTION 3**  
**AGREEMENT**

**AGREEMENT FOR CONTRACT DPW 19-14**

**Green River Pump Station Filter Beds Sand**

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

(herein referred to as the “AGREEMENT”), by and between the City of Greenfield, Massachusetts, acting by and through its Department of Public Works, duly authorized therefore, which acts solely for said City 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, and Contract Drawings 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 DPW 19-14**

**Green River Pump Station Filter Beds Sand**

FOR THE OWNER,

\_\_\_\_\_

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

\_\_\_\_\_

FOR THE CONTRACTOR,

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(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

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

**For AGREEMENT**

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: \_\_\_\_\_

**NOTICE TO PROCEED**

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

Project: Green River Pump Station Filter Beds Sand

Owner: City of Greenfield, MA | Owner's Contract No.: DPW 19-14

Contract: Green River Pump Station Filter Beds Sand

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

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

\_\_\_\_\_

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 Completion is 30 days.

Before you may start any Work at the Site, Paragraph 1.12 of the Information for Bidders provides that you must deliver to the Owner (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which Contractor is required to purchase and maintain in accordance with the Contract Documents.

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

Owner  
Given by:

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

Authorized Signature

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

Title

\_\_\_\_\_

Date

Copy to Engineer

## **SECTION 4**

### **BONDS**

**LABOR AND MATERIALS (PAYMENT) BOND**

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 Eighteen.

(NOTE:

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

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

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.

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

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

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

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

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

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

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

**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 5**  
**GENERAL CONDITIONS**

SECTION 5.  
GENERAL CONDITIONS

**TITLE**

5.1 Definitions.....

5.2 Obligations and Liability of Contractor.....

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5.1 **Definitions.** Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word "Owner" shall mean the City of Greenfield.

The word "Contractor" shall mean the party of the second part above designated.

The word "Specifications" when used herein shall be deemed to refer to both the General and Technical Specifications.

The words "herein", "hereinafter", hereunder" and words of like import shall be deemed to refer to the Contract Documents.

5.2 **Obligations and Liability of Contractor.** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated in the Specifications and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the Specifications.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants, and employees from and against any and all claims, demands, suits, proceedings liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of its respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall, in no way, be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or

directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from those indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefore, other than for any extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

- 5.3 **Planning and Progress Schedules.** The Contractor shall submit to and for the approval of the Engineer, a detailed schedule of operations. The schedule shall show the proposed methods of construction and sequence of work and the time the Contractor proposes to complete the various items of work within the time specified in the Contract. No work shall begin until the Progress Schedule is approved by the Engineer.

If the Contractor's operations are materially affected by changes in the plans or in the quantity of the Work or if he has failed to comply with the submitted and approved schedule, the Contractor shall submit a revised schedule if requested by the Engineer within seven days after the date of the Engineer's request. This revised schedule shall show how the Contractor proposes to prosecute the balance of the Work, so as to complete the Work within the time specified in the Contract.

- 5.4 **Supervision of Work.** The Contractor shall be solely responsible for supervision of the Work, shall give the Work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Specifications, with full authority to execute the directions of the City, without delay, and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall, in no way, relieve or diminish the Contractor's responsibility for the supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such Work, such directions or instructions may be given by the City to, and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

- 5.5 **Patents.** The Contractor shall indemnify and save harmless the City and all persons acting for or on behalf of the City from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by any infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the City.
- 5.6 **Electrical Energy.** The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections and meters.

The Contractor shall provide sufficient lighting so that all work may be done in a workman like manner when there is not sufficient daylight.

- 5.7 **Compliance with Laws.** The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the material and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the City in writing. The Contractor shall, at all times, observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree

or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

- 5.8 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- 5.9 **Permits.** The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.
- 5.10 **Not to Sublet or Assign.** The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the City, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with the like written consent of the City and the surety on the contract bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.
- 5.11 **Delay by City.** The City may delay the beginning of the Work or any part thereof if the necessary lands or rights of way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.
- 5.12 **Time for Completion.** The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under INFORMATION FOR BIDDERS, except as otherwise expressly provided herein.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the City, in writing, of the cause and particulars of the delay. Upon receipt of such notification, the City shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the City will, in writing, appropriately extend the time for completion of the Work. The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

- 5.13 **Liquidated Damages.** In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the City shall deduct from the payments due the Contractor each month, the sum of five hundred (\$500) dollars for each calendar day of delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any such monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or his surety shall pay the balance to the Owner.
- 5.14 **Employ Sufficient Labor and Equipment.** If, in the sole judgment of the City, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the City may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the City deems necessary to enable the Work to progress properly.
- 5.15 **Handling and Distribution.** The Contractor shall handle, haul, and distribute all materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- 5.16 **Occupying Private Land.** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer.
- 5.17 **Interference With and Protection of Streets.** The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the City.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments, in writing, with a copy to the Department of Public Works, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

- 5.18 **Safety.** The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the City, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire fighting equipment and shall take such other action as is required to fulfill his obligations under this subsection.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

- 5.19 **Sanitary Regulations.** The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or on adjacent property.

The City shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

- 5.20 **Intoxicating Liquors.** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

- 5.21 **Access to Work.** The City and its officers, agents, servants and employees may at all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

- 5.22 **Examination of the Work.** The City shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point in time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

Examination or inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

- 5.23 **Defective Work, Etc.** Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the City all resulting costs, expenses, losses or damages suffered by the City.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the City as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same.

- 5.24 **Precautions During Adverse Weather.** During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done, and satisfactory in all respects.

- 5.25 **Right to Materials.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the City. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

- 5.26 **Changes.** The City may make changes in the Work and in the Specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the City authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have or assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

- 5.27 **Extra Work.** The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the City, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City so elects, for the actual cost of such work, as determined by the Contractor and approved by the City, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the City.

The cost of extra work done under (b) above shall include the actual cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the City, the Contractor shall furnish itemized statement of the cost of the extra work ordered as above and give the City access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact, are, and are customarily recognized as, part of the cost of doing work.

The fair rental of all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", published by the Associated Equipment Distributors, or a similar publication approved by the City. Rental for machinery or equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rate; provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add 15 percent as in the case of the Contractor, and the Contractor shall be allowed an additional 15 percent of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the City.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the City. A separate daily record shall be submitted for each extra work order.

- 5.28 **Extension of Time on Account of Extra Work.** When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.
- 5.29 **Changes Not to Affect Bonds.** It is distinctly agreed and understood that any changes made in the Work or the drawings or specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the City to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the contract bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.
- 5.30 **Claims for Damages.** If the Contractor makes claim to any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is earlier, file with the City a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages.
- 5.31 **Abandonment of Work or Other Default.** If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the City, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the City may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the City may designate; and the City may, upon giving such notice by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the City shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the City any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the City by reason of any of the foregoing causes. For the purposes of such completion, the City may, for itself, or for any contractors employed by the City, take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the City under this subsection shall be charged against the Contractor and

deducted and/or paid by the City out of the monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments therefore made to or for the account of the Contractor if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorney's fees and other charges, together with all payments therefore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the City.

- 5.32 **Prices for Work.** The City shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- 5.33 **Formal Acceptance.** Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the City.
- 5.34 **Progress Estimates.** Once a month, except as hereinafter provided, the City shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The City shall retain 5 percent of such estimated value, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance of all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The City shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time, if in the judgment of the City, the work is not proceeding in accordance with the Contract. If the City deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No progress estimate or payment need be made when in the judgment of the City, the total value of the Work done since the last estimate amounts to less than \$5,000.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component part, together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by Contractor for and must have the approval of the City before the first estimate becomes due.

If the City determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the City, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the City at the same time a Bill of Sale in form satisfactory to the City, transferring and assigning to the City full ownership and title to such materials or equipment.

- 5.35 **Partial Acceptance.** The City may at any time, in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which, in his opinion, is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within 45 days after acceptance under this subsection, the City shall make an estimate, in writing, of the amount and value of the part of the Work, so accepted and shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the City under this sub-section shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the City and the Contractor.

The City shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the City will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

- 5.36 **Final Estimate and Payment.** As soon as practicable (but not more than sixty-five (65) days) after final completion of the Work, the City shall make a final estimate, in writing, of the quantity of work done under the Contract and the amount earned by the Contractor.

The City shall pay to the Contractor the entire amount found to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this sub-section otherwise provided such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate. All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

- 5.37 **Liens.** If, at any time, any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the City shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

- 5.38 **Claims.** If, at any time, there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the City may retain from any monies which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending

any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

- 5.39 **No Waiver.** Neither the inspection by the City, nor any order, measurement, approval, determination, decision of certificate by the City for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the City, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the City shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his sub-contractors or by any other person or persons.
- 5.40 **Liability of City.** No person, firm or corporation, other than the Contractor, who signed the Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the City or any agent of the City and neither the City nor any agent of the City shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the City and of every agent of the City of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the City or of any agent of the City or of any other person, arising out of, relating to or by reason of the Work, except the claim against the City for the unpaid balance, if any there be, of the amounts retained as herein provided.
- 5.41 **Guarantee.** The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled.
- 5.42 **Cleaning Up.** The Contractor, at all times, shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the Work and the site clean and ready for use.
- 5.43 **Legal Address of Contractor.** The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument, in writing, executed and acknowledged by the Contractor and delivered to the

City. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.

5.44 **Modification of Termination.** Except as otherwise expressly provided herein, the Contract may not be modified except in writing signed by the parties hereto.

**SECTION 6A**  
**MEASUREMENT AND**  
**PAYMENT**

SECTION 6A.  
MEASUREMENT AND PAYMENT

**GENERAL:** The following subsections describe the measurement of and payment for the work to be done under items listed in the Bid.

Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications, including cleaning up.

**PAYMENT:** Under Item 1, the Contractor will be paid the unit price specified in this proposal for the furnishing and delivery of approximately 1,770 cubic yards (2,655 tons) of filter sand at the City of Greenfield Green River Pump Station located at 26 Eunice Williams Drive, Greenfield, MA.

**SCHEDULE OF WORK:** Because this well is critical to the City's water system it is mandatory the work be done expeditiously. The Contractor shall begin work when the Notice to Proceed is given, which is expected to be issued sometime during the month of March, 2019. All work must be completed within 30 days from the Notice to Proceed.

**SECTION 6B**  
**TECHNICAL SPECIFICATIONS**

SECTION 6B.  
TECHNICAL SPECIFICATIONS

The project consists of the following work:

- 1) Placement of approximately 1,770 cubic yards (2,655 tons) of filter sand at the City of Greenfield Green River Pump Station located at 26 Eunice Williams Drive, Greenfield, MA.

To be noted:

Bidder is to list exceptions of any and all material, item or design specifications in their bid, in detail, and further, to select and qualify each exception using one of the following categories:

- Category A - As specified
- Category B - Material, item or design in specification is not available to bidder from any source.
- Category C - Material, item or design in specification is available to bidder from some source, but bidder chooses not to offer material, item or design at this time for this bid.
- Category D - The bidder chooses to offer in lieu of the material, item or design, as detailed in attachment to this bid.

City of Greenfield Department of Public Works  
 City's Specifications: **Filter Sand**

2.0 Material Specifications. (Circle Furnished Category)

- 2.1 The Filter Sand shall be hard, durable, sharp or rounded grains. **A B C D**
- 2.2 The Filter Sand shall be washed and entirely free of clay, dust silt, and organic matter. Washing shall be done with either clean water alone or with an air-water mixture. **A B C D**
- 2.3 The Sand after washing shall have an effective size between 0.25 and 0.40 millimeter. **A B C D**
- 2.4 After washing, the uniformity coefficient shall be 2.0 to 4.0. **A B C D**
- 2.5 The Sand shall have an acid solubility of not more than 7% as tested by Appendix Section 2.2 of the "American Water Works Association Standard for Filtering Materials #B100-53". **A B C D**
- 2.6 The sand shall contain no more than 2% by weight calcium and magnesium taken together and calculated as carbonates. **A B C D**

3.0 Material Certification.

- 3.1 A copy of the mechanical and chemical analysis of the Sand shall be furnished with the bid. **A B C D**
- 3.2 The City will assign an Inspector to test the sand from time to time during production, prior to delivery, and at the delivery site. **A B C D**

4.0 Delivery.

- 4.1 Sand shall be delivered in clean trucks, free of dirt, oil, asphalt, residues, etc. This is imperative and will be closely monitored. The water drawn from the filters is used for a public drinking water supply. **A B C D**
- 4.2 The Filter Sand shall be delivered by the Bidder to this location: **A B C D**
  - A. Green River Pump Station  
 26 Eunice Williams Drive  
 Greenfield, MA 01301  
 Total quantity shall be 1,770 C.Y. +/-  
2,655 Tons +/-
- 4.3 Delivery may be scheduled on a day-to-day basis due to limited storage area. **A B C D**
- 4.4 All delivery charges to the site shall be included in the bid price. **A B C D**
- 4.5 Delivery site may be viewed by contacting Mark Holley at 413-772-1539.

ATTACHMENT A

