Invitation to Bid

Materials without Labor

Department of Public Works

Invitation for Bid available: Wednesday, May 12, 2021

Questions due: Wednesday, May 26, 2021 by 11AM

(Questions, must be submitted, in writing to, boconnor@dracutma.gov)

Deadline to Submit Sealed Bids: Wednesday, June 9, 2021 11AM
The specifications and documentation for submitting may be obtained via email or at:

Dracut Town Hall  
62 Arlington Street  
Dracut, MA 01826  
Barbara O'Connor, Purchasing Agent  
(978) 770-2584  
boconnor@dracutma.gov

Sealed bids for the project must be sent to:

Dracut Town Hall  
62 Arlington Street  
Dracut, MA 01826  
Attn: Barbara O'Connor, Purchasing Agent

Bids must be submitted on or before June 9, 2021 11AM, at which time bids will be publicly opened and read aloud.

Bid must be in a sealed envelope and clearly marked “Material without Labor”, Company name; date and time bids are due, on the outside of the envelope.

Late bids will not be accepted, nor will faxed or e-mailed bids be accepted.
The Town of Dracut is seeking sealed bids from qualified contractors pursuant to M.G.L. c. 30, §39M for Materials without Labor, as needed from July 1, 2021 through June 30, 2022. All pricing must remain effective from July 1, 2021 through June 30, 2022.

All work under this contract shall be done in conformance with the Massachusetts Highway Department Standard specifications for Highways and Bridges, dated July 1, 2016; the supplemental specifications dates April 2019, as amended.

### Materials without Labor

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>WASHED SAND</td>
</tr>
<tr>
<td>2.</td>
<td>BANK GRAVEL</td>
</tr>
<tr>
<td>3.</td>
<td>PROCESSED GRAVEL</td>
</tr>
<tr>
<td>4.</td>
<td>3/4&quot; STONE BASE</td>
</tr>
<tr>
<td>5.</td>
<td>3/4&quot; RECYCLED ASPHALT PRODUCT (RAP)</td>
</tr>
<tr>
<td>6.</td>
<td>ADJUST CATCH BASIN AND MANHOLE CASTINGS</td>
</tr>
<tr>
<td>7.</td>
<td>BITUMINOUS CONC. (PICKED UP AT PLANT)</td>
</tr>
<tr>
<td>8.</td>
<td>GRANITE CURB</td>
</tr>
<tr>
<td>9.</td>
<td>WINTER PATCH (HIGH PERFORMANCE) (QPR)</td>
</tr>
<tr>
<td>10.</td>
<td>CATCH BASIN BLOCKS</td>
</tr>
<tr>
<td>11.</td>
<td>BARREL BLOCK</td>
</tr>
<tr>
<td>12.</td>
<td>BATTERED NUMBERED BLOCK</td>
</tr>
<tr>
<td>13.</td>
<td>CEMENT</td>
</tr>
<tr>
<td>14.</td>
<td>CALCIUM</td>
</tr>
<tr>
<td>15.</td>
<td>MORTAR</td>
</tr>
<tr>
<td>16.</td>
<td>BRICK (WATER STRUCK)</td>
</tr>
<tr>
<td>17.</td>
<td>STONE, FRACTURED TRAPROCK (ALL SIZES)</td>
</tr>
<tr>
<td>18.</td>
<td>DENSE AGGREGATE BASE</td>
</tr>
<tr>
<td>19.</td>
<td>3/8&quot; AGGREGATED BASE</td>
</tr>
<tr>
<td>20.</td>
<td>ALUMINUM PIPE (ALL SIZES)</td>
</tr>
<tr>
<td>21.</td>
<td>CORRUGATED POLYETHYLENE PIPE (ALL SIZES)</td>
</tr>
<tr>
<td>22.</td>
<td>CONCRETE PIPE (ALL SIZES)</td>
</tr>
<tr>
<td>23.</td>
<td>CATCH BASIN FRAMES &amp; GRATES AMERICAN MADE 6&quot; &amp; 8&quot;</td>
</tr>
<tr>
<td>24.</td>
<td>MANHOLE FRAMES &amp; COVERS AMERICAN MADE 6&quot; &amp; 8&quot;</td>
</tr>
<tr>
<td>25.</td>
<td>MOTOR OIL</td>
</tr>
</tbody>
</table>
1.1 PROCUREMENT DESCRIPTION

The Town of Dracut is seeking bids for the following categories of materials without labor, for both, pick up and/or delivery. This will be a 12-month contract, as needed, starting July 1, 2021 through June 30, 2022.

| CATEGORY | 1. WASHED SAND |
| CATEGORY | 2. BANK GRAVEL |
| CATEGORY | 3. PROCESSED GRAVEL |
| CATEGORY | 4. 3/4" STONE BASE |
| CATEGORY | 5. 3/4" RECYCLED ASPHALT PRODUCT (RAP) |
| CATEGORY | 6. ADJUST CATCH BASIN AND MANHOLE CASTINGS |
| CATEGORY | 7. BITUMINOUS CONC. (PICKED UP AT PLANT) |
| CATEGORY | 8. GRANITE CURB |
| CATEGORY | 9. WINTER PATCH (HIGH PERFORMANCE) (QPR) |
| CATEGORY | 10. CATCH BASIN BLOCKS |
| CATEGORY | 11. BARREL BLOCK |
| CATEGORY | 12. BATTERED NUMBERED BLOCK |
| CATEGORY | 13. CEMENT |
| CATEGORY | 14. CALCIUM |
| CATEGORY | 15. MORTAR |
| CATEGORY | 16. BRICK (WATER STRUCK) |
| CATEGORY | 17. STONE, FRACTURED TRAPROCK (ALL SIZES) |
| CATEGORY | 18. DENSE AGGREGATE BASE |
| CATEGORY | 19. 3/8" AGGREGATED BASE |
| CATEGORY | 20. ALUMINUM PIPE (ALL SIZES) |
| CATEGORY | 21. CORRUGATED POLYETHYLENE PIPE (ALL SIZES) |
| CATEGORY | 22. CONCRETE PIPE (ALL SIZES) |
| CATEGORY | 23. CATCH BASIN FRAMES & GRATES AMERICAN MADE 6" & 8" |
| CATEGORY | 24. MANHOLE FRAMES & COVERS AMERICAN MADE 6" & 8" |
| CATEGORY | 25. MOTOR OIL |

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30, Section 39M.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Invitation for Bids, and the specifications for each category of work shall be incorporated by reference into any contract that may result.

1.4 TIME FOR AWARD

Any contract or contracts that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The Contractor(s) must agree to hold their bid prices firm for that period.
1.5 RIGHT TO CANCEL/REJECT

The Town of Dracut reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if the Town determines that cancellation or rejection serves the best interests of the Town.

1.6 TAXATION

Purchases made by the Town are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing. Copies of the Town’s tax-exempt paperwork shall be available upon request of the selected contractor.

1.7 OBTAINING THE INVITATION FOR BIDS

The Invitation for Bids shall be available beginning, May 12, 2021. The Invitation for Bids and related documents shall be available for free download from the Town’s website at: HTTPS://www.dracutma.gov/procurement, commbuys.com or by emailing boconnor@dracutma.gov. Vendors are responsible to check for any addendums that maybe issued.

1.8 AWARD OF CONTRACT(S)

Contract(s) will be awarded to the responsive and responsible bidder(s) offering the lowest Total Estimated Contract Price within each category and for both pick up and delivered. Contract(s) will be awarded within forty-five (45) calendar days after the bid opening. The bid quantities are not guaranteed, and their primary purpose is for determination of the low bidder(s).

Upon award of a contract, the prevailing bidder or bidders shall execute a contract (the form of which is attached hereto) for the category or categories of materials awarded and shall furnish a 50% payment and materials bond within ten (10) days of notice of the contract award. If the prevailing bidder or bidders fail to execute the contract and furnish a 50% payment and materials bond within that time, the Town may end negotiations with that bidder or bidders and award the contract to the next lowest and responsible bidder(s). A payment bond is required for any contract that is over $25,000.00.

2.0 BID SUBMISSION REQUIREMENTS

The Town will receive sealed bids at Town of Dracut, Town Hall, 62 Arlington Street, Dracut, MA 01826 until 11:00 A.M. on June 9, 2021, at which time bids will be publicly opened and read aloud. Bidders may, but are not required to, bid on all
categories of materials. The lowest responsive and responsible bidder in each category will be awarded a contract for that category.

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the Town in the amount of 5% of the total contract price. Such deposits will be returned to all except the three lowest responsible and eligible bidders within 10 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the Town and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

Every bid must include a completed Bid Form, Price Sheet(s) for the category or categories of work that the bidder is bidding on, Certification of Tax Compliance, Certification of Non-Collusion, and, where applicable, a Certificate of Corporate Authority. Every bid must be accompanied by at least three (3) professional references.

Every bid must include a certification regarding labor harmony training approved by the U.S. Occupation Safety and Health Administration completed by all employees to be employed at the worksite. See ‘Labor Harmony and OSHA Certification” attached.

Bidders shall provide one (1) copy of their bid in a sealed envelope marked “Materials without Labor”. Each bid must include a signed certificate of non-collusion, a statement of tax compliance, bid pricing sheet and reference form. Bids must be signed as follows: (1) if the bidder is an individual, by him/her personally; (2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the bidder is a corporation, by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

2.1 WITHDRAWAL / MODIFICATION / AMENDING BIDS

Bidders who wish to withdraw, modify or amend their bid must do so in writing no later than the time and date set forth herein for the receipt of the bids. All such withdrawals, modifications or amendments arriving after that time will not be considered. After the opening of the bids, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived at the discretion of the Town.

2.2 ADDENDA

If any changes are made to this Invitation for Bid, an addendum will be issued. Addenda will be mailed or emailed to all bidders on record as having picked up the Invitation for Bid. However, it is the responsibility of the bidders to ensure that it has received all addenda.
2.3 QUESTIONS

Questions concerning this Invitation for Bid must be submitted, in writing to Barbara O'Connor at boconnor@dracutma.gov by May 26, 2021 11AM. Questions may be mailed or emailed. Written responses will be mailed or emailed to all bidders on record as having picked up the Invitation to Bid. Vendors are responsible to check for any addendums that maybe issued.

2.4 TOWN HALL CLOSURES

If at the time of the scheduled bid opening the Town Hall is closed due to uncontrolled events such as fire, ice, wind, pandemic or building evacuation, the bid opening will be postponed until the next normal business day at 11:00 A.M. Bids will be accepted until that date and time.
BID FORM

From: ____________________________________________________________

(Name of Bidder)

(____) a corporation, organized and existing under the laws of the state of

___________________________

(____) a partnership

(____) a joint venture

(____) an individual

doing business as _______________________________________________

To:  Town of Dracut (the Awarding Authority)

A. The Undersigned proposes to furnish all materials required for the Contracts below in accordance with the accompanying bid documents and specifications for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. The bid includes the addenda as numbered below, which Bidder acknowledges receipt of:

No. __________ Dated: _____________________________

No. __________ Dated: _____________________________

No. __________ Dated: _____________________________

The Town of Dracut, Massachusetts is seeking competitive bids for the supply of various materials. All materials must meet the latest edition of the MassDOT specifications. All materials bought on an as needed basis.
C. References: List at least three municipalities for which such work has been performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Location</th>
<th>Contact Person</th>
<th>Phone/Email</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>4.</td>
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</tbody>
</table>

D. The undersigned agrees that, if selected as contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid, furnish a Labor and Materials or Payment Bond, in the form contained in the bidding documents and of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority in an amount equal to one-half of the value of the contract price as bid, the premiums for which are to be paid by the contractor and are included in the contract price and Certificates of Insurance conforming to the Contract as set forth in the bid documents.

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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of Chapter 29, Section 29F of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
By signing and submitting this Form for General Bid, each bidder represents that he/she has carefully examined the invitation for bids, including the contract requirements, specifications and other supporting documents in regard to, and that the bidder proposes and agrees to enter into a written contract with the Town to provide the services described in the invitation in accordance with the contract requirements, specifications and other conditions therein set forth and within the time prescribed, except as otherwise specifically provided by the terms of this bid.

Date: ____________________

__________________________
(Print Name of Bidder)

By: ____________________________

(Signature)

__________________________
(Print Name of Person Signing Bid and Title)

__________________________
(Business Address)

__________________________
(City, State and Zip Code)

Telephone: ____________________

Social Security or Federal Identification Number: ____________________

NOTE: If the bidder is a corporation, indicate state of incorporation and give full names of officers; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:
**Specifications – Materials without Labor**

**Category 1 Washed Sand**

Washed Sand shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials section M4.02.02 A. Fine Aggregates – Sand

**Category 2 Bank Gravel**

Bank Gravel shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials section M1.03.0: Gravel Borrow Type b (3” largest dimension)

**Category 3 Processed Gravel**

Processed Gravel shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials section M1.03.1: Processed Gravel for Subbase.

**Category 4 3/4" Stone Base**

3/4" Stone Base shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials section M2.01.0: Crushed Stone M2.01.4 (3/4").

**Category 5 3/4" Recycled Asphalt Product (Rap)**

3/4" Recycled Asphalt Product (Rap) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials section M1.10.0: Pavement Milling Mulch with the exception that 100% of the product by weight passes the 1-1/2" and 1" sieves and 85-100% of the product by weight is passing the 3/4" sieve.

**Category 6 Adjust Catch Basin and Manhole Castings**

Work under this item shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges Section 200: Drainage Subsection 220 Adjustment, Rebuilding and Remodeling of Drainage Structures

**Category 7 Bituminous Conc. (Picked up at Plant)**

Bituminous Conc. (Picked up at Plant) shall conform to the 1988 Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges Section 460 Class I Bituminous Concrete Pavement Type I-I

**Category 8 Granite Curb**

Granite Curb shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges Section 500 Curb and Edging and materials Section M9.04.1 Granite Curb Type VA4

**Category 10 Catch Basin Blocks**
Catch Basin Blocks shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section 4.05.1: Cement Concrete Blocks

Category 13 Cement
Cement shall conform to the requirements of AASHTO M 85

Category 14 Calcium
Calcium shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M9.01.0: Calcium Chloride.

Category 15 Mortar
Mortar shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M4.02.15: Cement Mortar

Category 16 Brick (water struck)
Brick (water struck) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M4.05.2: Clay Brick

Category 17 Stone Fracture Traprock (All Sizes)
Stone Fracture Traprock (All Sizes) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M2.02.3: Stone for Pipe Ends

Category 18 Dense Aggregate Base
Dense Aggregate Base shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M2.01.7: Dense Graded Crushed Stone for Sub-base

Category 19 3/8" Aggregated Base
3/8" Aggregated Base shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M2.01.0: Crushed Stone M2.01.6 - 3/8"

Category 20 Aluminum Pipe (All Sizes)
Aluminum Pipe (All Sizes) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M5.03.0: Corrugated Metal Pipe

Category 21 Corrugated Polyethylene Pipe (All Sizes)
Corrugated Polyethylene Pipe (All Sizes) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M5.03.10: Corrugated Plastic Pipe
Category 22 Concrete Pipe (All Sizes)

Concrete Pipe (All Sizes) shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M5.02.1: Reinforced Concrete Pipe

Category 23 Catch Basin Frames & Grates American Made 6" & 8"

Catch Basin Frames & Grates American Made 6" & 8" shall be made in the United States and shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M8.03.0: Iron Castings. Frames shall be East Jordan Iron Works 5548Z 3 or 4 flange or approved equal. Grates shall be East Jordan Iron Works 5548Z 5520M or approved equal.

Category 24 Manhole Frames & Covers American Made 6" & 8"

Manhole Frames & Covers American Made 6" & 8" shall be made in the United States and shall conform to Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges materials Section M8.03.0: Iron Castings. Frames are to be 24” diameter East Jordan Iron Works 1248A or approved equal. Covers are to be 24” diameter East Jordan Iron Works 1248 or approved equal.
# PRICE SHEET

**Instructions:**

1. Using the annual estimated quantity x the unit, Insert pick up at plant and delivered Price.

**Quantities of all items are estimated and are not guaranteed. The actual amount paid by the Town will be the actual amount consumed.**

**CATEGORY #1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24**

<table>
<thead>
<tr>
<th>Annual Estimate Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>PICKED UP AT PLANT</th>
<th>DELIVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>TON</td>
<td>WASHED SAND</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1000</td>
<td>TON</td>
<td>BANK GRAVEL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1000</td>
<td>TON</td>
<td>PROCESSED GRAVEL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2500</td>
<td>TON</td>
<td>¾” STONE BASE</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2500</td>
<td>TON</td>
<td>¾” RECYCLED ASPHALT (RAP)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>EACH</td>
<td>ADJUST CATCH BASIN &amp; MANHOLE CASTINGS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1200</td>
<td>TON</td>
<td>BITUMINIOUS CONC. (PICKED UP)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>TON</td>
<td>WINTER PATCH (QPR)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10000</td>
<td>EACH</td>
<td>CATCH BASIN BLOCKS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1000</td>
<td>EACH</td>
<td>BARREL BLOCK</td>
<td>$</td>
<td>$</td>
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<tr>
<td>300</td>
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<td>CEMENT</td>
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<td>Quantity</td>
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<tr>
<td>250</td>
<td>BAG</td>
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<td>BAG</td>
<td>MORTAR</td>
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<tr>
<td>3500</td>
<td>EACH</td>
<td>BRICK (WATER STRUCK)</td>
<td>$</td>
<td></td>
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<tr>
<td>3000</td>
<td>TON</td>
<td>STONE, FRACTURED TRAPROCK (ALL SIZES)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>TON</td>
<td>DENSE AGGREGATE BASE</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>TON</td>
<td>3/8” AGGREGATED BASE</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>L.F.</td>
<td>ALUMINUM PIPE (ALL SIZES)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>L.F.</td>
<td>CORRUGATED POLYETHYLENE PIPE (ALL SIZES)</td>
<td>$</td>
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<tr>
<td>1500</td>
<td>L.F.</td>
<td>CONCRETE PIPE (ALL SIZES)</td>
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</tr>
<tr>
<td>25</td>
<td>EACH</td>
<td>CATCH BASIN FRAMES &amp; GRATES AMERICAN MADE 6” &amp; 8”</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>EACH</td>
<td>MANHOLE FRAMES &amp; COVERS AMERICAN MADE 6” &amp; 8”</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Award will be made to the responsive, responsible bidder offering the lowest estimated price for each category. The town anticipates multiple awards.

Signature: ________________________________
Title: ________________________________
Company: ________________________________
Date: ________________________________
PRICE SHEET – Granite Curbing

Instructions:

1. Insert Price per unit.

2. Multiply the Annual Estimated Quantity by the delivered price per unit.

3. Tally Total Price and enter in grand total.

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

** Quantities of all items are estimated and are not guaranteed. The actual amount paid by the Town will be the actual amount consumed.

CATEGORY #8 – GRANITE CURBING, RADIUS CURBING AND GRANITE CURB INLETS

<table>
<thead>
<tr>
<th>Annual Estimate Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Price Per. Unit</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000</td>
<td>L.F.</td>
<td>STRAIGHT RANDOM LENGTHS</td>
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</tr>
<tr>
<td>125</td>
<td>L.F.</td>
<td>CURVED, 10' RADIUS &amp; OVER</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>E.A.</td>
<td>STRAIGHT INLETS, 6' LONG</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Award will be made to the responsive, responsible bidder offering the lowest total estimated price for item 8.

GRAND TOTAL $ ____________________________

Signature: ________________________________

Title: ________________________________

Company: ________________________________

Date: ________________________________
PRICE SHEET – Motor Oil

Instructions:

1. Insert Price per unit.

2. Multiply the Annual Estimated Quantity by the delivered price per unit.

3. Tally Total Price and enter in grand total.

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

** Quantities of all items are estimated and are not guaranteed. The actual amount paid by the Town will be the actual amount consumed.

CATEGORY #25 – MOTOR OIL

<table>
<thead>
<tr>
<th>Annual Estimate Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Price Per. Unit</th>
<th>Total Est. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>GAL</td>
<td>MOTOR OIL</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Award will be made to the responsive, responsible bidder offering the lowest total estimated price for item 25.

GRAND TOTAL $ __________________________

Signature: ______________________________

Title: ________________________________

Company: ______________________________

Date: ________________________________
Bidder’s Eligibility Sheet

A. Name and Address of Bidder:
____________________________________________
____________________________________________
____________________________________________

B. Number of years in business under above name: ________

C. List three recent similar jobs which you have performed (work performed for local municipalities should be listed). Must include name of organization or municipality, contact person (name, title & telephone number), nature of work performed, year of contract and amount of contract. References should be from customers with requirements similar to those of the Town of Dracut.

1. Name of Organization/Municipality: ______________________
   Contact person: _______________________________________
   Nature of Work: _______________________________________
   YR: ___________________ Amount: _____________________

2. Name of Organization/Municipality: ______________________
   Contact person: _______________________________________
   Nature of Work: _______________________________________

3. Name of Organization/Municipality: ______________________
   Contact person: _______________________________________
   Nature of Work: _______________________________________
3. Name of Organization/Municipality: ______________________
   Contact person: _______________________________________
   Nature of Work: ________________________________________
   YR: ______________________Amount: ____________________

   Signed: _____________________________________________
   Title: ______________________________________________
   Telephone No. ____________________________
   Date: _____________________________________________
CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date:__________________ 20____

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at ________________________________ on the ___ day of _________ 20____
at which a quorum was present and acting, it was voted that ________________________________
of the ________________________________, be and hereby is authorized to execute and deliver
NAME OF CORPORATE OFFICER

for and on behalf of the Corporation, a Contract with _____________________________ Housing Authority, for
work to be done at State-Aided Housing Development No. _____ in the City/Town of _________
And to act as principal to execute bonds in connection therewith, which Contract and Bonds were
presented to and made part of the records of said meeting.

I further certify that ________________________________ is duly qualified and acting
NAME OF CORPORATE OFFICER

______________________________ of the Corporation and that said vote has not been repealed,
TITLE
rescinded or amended.

A true copy of the record,

ATTEST: _______________________________________

(CORPORATE SEAL)

On this ___ day of _________ 20____, before me, the undersigned Notary Public, personally appeared
______________________________, duly designated by the board of directors and proved to me,
through satisfactory evidence of identification, which was _____________________, that s/he is
the person whose name is signed on the foregoing documents, and acknowledged to me that s/he
signed it voluntarily for its stated purpose and that it was her/his free act and deed.

________________________________
Notary Public
My Commission Expires:

08/20/2015 CERTIFICATE of CORPORATE VOTE of AUTHORIZATION 00.53.00 1 of 1
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained 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, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: _______________________________

Signature: _________________________________

Name of Person signing Bid: _________________________________
OSHA COMPLIANCE CERTIFICATION

Any person submitting a bid for, signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any building or public works project undertaken by a public awarding authority in Massachusetts and estimated to cost more than $10,000 must certify on the bid or contract, under penalties of perjury, as follows:

1. That he/she is able to furnish labor than can work in harmony with all other elements of labor employed or to be employed at 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 documentation of successful completion of said course with the first certified payroll report for each employee; and

3. That all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (MGL. c. 30, Section 39S (a))

Pursuant to M.G.L. c. 30, Section 39M and M.G.L. c. 149, I certify under penalties of perjury that, to the best of my Knowledge and belief, I am in compliance with the OSHA requirements as stated above.

Company Name ________________________________

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

___________________________  ______________________________
Federal Employer ID Number Name of Corporation

By: _________________________
President’s Signature

By: _________________________
Treasurer’s Signature

Date: _________________________
DOCUMENT 00700

AGREEMENT

THIS AGREEMENT, made this _____ day of ________________, 201__ by and between the party of the first part, the Town of ________________, Massachusetts hereinafter called “OWNER” or “AWARDING AUTHORITY”, acting herein through its ________________, and the party of the second part, ________________, doing business as a corporation located in the City/Town of ________________, County of ____________, State of ________________, hereinafter called the “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

hereinafter called the “PROJECT” for the sum of

_______________________________________________ Dollars ($______________________)

The Contract Sum includes incorporation into the Contract of Alternate(s) ________________ as described in Section ______, ALTERNATES of the Specifications and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Document 00310, FORM FOR GENERAL BID; Document 00800, GENERAL CONDITIONS and all CONTRACT REQUIREMENTS and GENERAL REQUIREMENTS, as listed in the PROJECT MANUAL the plans, which include all maps, plates, blue prints [Document No. and names of documents here], and the specifications and Contract Documents as prepared by the OWNER all of which are attached hereto and incorporated by reference herein in their entirety.

The undersigned CONTRACTOR agrees to commence work on the Contract on or before the ________________ (____th) day following the Notice of Award and to thereafter diligently and continuously carry out the work in such manner as to fully complete all the different elements of the work within ________________ (_____ ) days thereafter.

The CONTRACTOR further agrees to pay as liquidated damages the sum of ______ $____.00 Dollars for each calendar day thereafter as provided in the Liquidated Damages, paragraph ______ of Document 00800 GENERAL CONDITIONS (and all Addenda) attached hereto, and incorporated by reference herein in its entirety.
The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Commonwealth of Massachusetts General Laws.

Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Agreement on behalf of the CONTRACTOR hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the CONTRACTOR has complied with any and all applicable state and federal tax laws. The individual signing this Agreement on behalf of the CONTRACTOR further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States Government.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Document 008000, GENERAL CONDITIONS, and to make payments on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

AGREED: 

OWNER: TOWN OF __________, MASSACHUSETTS
by its ________________________________

By: ________________________________

CONTRACTOR: ________________________________
(Name of Company)

By: ________________________________
(Name)

______________________________
>Title)

______________________________
(Address)

______________________________
(City and State)
Draft

In accordance with M.G.L. c. 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _________ has been authorized to execute the Contract and approve all requisitions and change orders.

By:______________________________
   (Town Treasurer)
DOCUMENT 00800
GENERAL CONDITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 Awarding Authority. Where the term “Awarding Authority” appears in any statutory provision, it shall mean “the Owner.”

1.1.2 Contracting Officer. The term “Contracting Officer” shall mean the town official so designated below, or the individual duly appointed by him for the performance of any of his functions or responsibilities under this Contract. The Work shall be carried out under the direction and subject to the approval and acceptance of the Town of Dracut, Town Manager (hereinafter called the Contracting Officer).

1.2 Scope of the Work. The Work comprises the completed project described in the Contract Documents and includes all labor, professional services, transportation, tools, materials, supplies, equipment, permits, approvals, documents, calculations, submittals, and certificates necessary to develop, perform, construct and complete the project in accordance with all applicable laws, ordinances, and regulations, and in accordance with the Contract Documents.

1.3 Interpretation. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is part of the Work to be performed by the Contractor.

1.4 Written Authorization. Actions taken, and approvals and decisions made by the Owner under this Contract require the prior approval and signature of the Contracting Officer. These include, but are not limited to, the following: changes in the Contract Price, time for completion, or any other provision of this Contract; written orders, notices, and approvals given by the Contracting Officer pursuant to the Contract Documents or pursuant to any laws applicable to this Contract, including approval of “or equal” submissions; issuance of stop work orders; approval of Contractor’s applications for payment; and termination of the Contract. Work undertaken by the Contractor not authorized by the Contracting Officer’s signature prior to the start of such work shall be considered unauthorized work and shall not entitle the Contractor to any extra payment. The Contractor shall perform, at its own expense, corrective measures required by the Owner due to any failure to obtain prior approval for any item of work.

1.5 Contractor's General Duties. The Contractor shall perform the Work in a
competent manner in accordance with the Contract Documents and all applicable laws. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and coordination of all portions of the Work under this Contract. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with legal requirements, the Contractor shall promptly notify the Owner of that fact in writing. If the Contractor performs Work knowing it to be contrary to legal requirements, the Contractor shall be liable for all damages caused thereby, including the cost of correcting the Work.

1.6 **Sales Tax Exemption and Other Taxes.** To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. The Contractor shall pay all taxes and tariffs of any sort related to the Work, subject to the applicable exemptions.

1.7 **Permits, Fees and Notices.** The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Owner. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work.

1.7 **Safety Requirements.** The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work.

1.8 **Minimum Wage Rates.** The Contractor shall comply with M.G.L. c. 149, §§ 26-27H. The wage schedule found in Exhibit A to the Instructions to Bidders lists the minimum wage rates that must be paid to all workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, §§ 26-27H. The Owner is not responsible for any errors, omissions, or misprints in the said schedule. The Contractor shall not have any claim for extra compensation from the Owner arising from the fact that the actual wages paid to workers employed in the Work exceed the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of the schedule to be posted in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L c. 149, § 34B).

1.9 **Corporate Disclosures.** The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, §§ 3 and 5, and M.G.L. c. 30, § 39L.

1.10 **Safety Requirements; OSHA Training [M.G.L. c. 30, s. 39S].** The Contractor
shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract the Contractor hereby certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that 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. Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

1.11 **Payroll Records and Statement of Compliance.** The Contractor shall comply and shall cause its subcontractors to comply with Massachusetts General Law c. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of six years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Owner. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the Owner.

1.12 **Workforce Qualifications.** The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Contracting Officer shall notify the Contractor in writing that any worker is, in the Contracting Officer’s opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Contracting Officer.

1.13 **Non-Discrimination in Hiring and Employment.** By signing this Contract the Contractor hereby certifies under the pains and penalties of perjury that the Contractor currently complies with and will continue to comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions
of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

1.14 **Veterans Preference.** In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c. 4, § 7 (34), and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

1.15 **Weekly or Biweekly wage payments [M.G.L. c. 149, § 148].** The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148, which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.

1.16 **Labor Harmony [M.G.L. c. 30, s. 39S].** By executing this contract the Contractor hereby certifies that (1) that 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. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the site. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Owner’s reasonable judgment due to a labor dispute, the Owner shall have the right to require the Contractor to employ substitutes acceptable to the Owner.

1.17 **Risk of Loss.** The Contractor shall bear the risk of loss with respect to any of its or its agents’, employees’ or subcontractors’ vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.

1.18 **CORI Checks.** No person shall be given access to the Site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor and invitee (“Contractor Worker(s)”) that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the Site if the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker’s CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account
of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker’s CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on Site.

2.0 MATERIALS AND EQUIPMENT WARRANTY
Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as “materials”) shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, § 23A, as amended.

3.0 PROSECUTION OF THE WORK -- LIQUIDATED DAMAGES

3.1 Beginning, Progress Schedule. The Contract time shall commence upon the date specified in the Notice to Proceed executed by the Contracting Officer and delivered to the Contractor after the execution of this Contract. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Owner. Prior to commencing the Work, the Contractor shall meet with representatives of the Owner to discuss the quality assurance program, safety program, labor provisions, progress schedule, schedule of values, and other Contract procedures. Upon Approval by the Contracting Officer, the progress schedule shall constitute the progress schedule for the Work. Upon approval by the Contracting Officer, the schedule of values shall be the basis for payment for the Work. The Contractor shall at the end of each month, or more often if required, furnish to the Owner a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the approved progress schedule.

3.2 Time for Completion of Work. Time is of the essence of this Contract. The Work shall be completed within the time specified in Agreement subject only to extensions specifically permitted in accordance with the terms of this Contract.

3.3 Definition of "Substantial Completion." For the purposes of this Contract the term "Substantial Completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first. For the purposes of the preceding sentences the term "substantially completes" means that the work required by the Contract has been completed except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.
3. 4  **Failure to Complete Work on Time - Liquidated Damages.** Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Owner will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Owner if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Owner, as liquidated damages, the sum of $__________ per calendar day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity. The Owner’s right to impose liquidated damages shall in no way prohibit or restrict the Owner’s right to bring legal action for damages in lieu of its option to impose liquidated damages from money due the Contractor, and if such money is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

3.5  **Collection of Liquidated Damages.** The Owner may recover liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Owner the amount due.

3.6  **Owner's Approvals and Interpretations.** Decisions by the Owner regarding interpretation of the specifications, approval of equipment, material or any other approval, or progress of the Work, shall be made promptly and, in any event, no later than thirty days after the Contractor's written submission for decision; but if such decision requires extended investigation and study, the Owner shall, within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

3.7  **Extension for Delays Caused by Owner.** The only circumstances under which the Contract Price shall be increased due to delays caused by the Owner are those specified in M.G.L. c. 30, § 39O. In all other cases the Contractor shall be entitled neither to increase the Contract Price nor to receive damages on account of any hindrances or delays, avoidable or unavoidable, but if the delay is caused by the Owner, the Contractor shall be entitled to an extension of time to the extent provided in M.G.L. c. 30, §39O. The Contractor must submit any claim under this paragraph to the Owner in writing as soon as practicable after the end of the Owner's suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract. Except for costs due to a
suspension order, the Owner shall not approve any costs in the claim incurred more than 20 days before the Contractor notified the Owner in writing of the act or failure to act or the Owner that gave rise to the claim.

3.8 **Owner's Right to Reject Defective Materials and Work.** Except as otherwise provided herein, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities hereunder, and defective work shall be corrected. The Owner may reject unsuitable work, notwithstanding that such work and materials have been previously accepted for payment. If any part of the Work shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall promptly correct such defect in a manner satisfactory to the Owner. If any material brought upon the site for use in the Work shall be rejected by the Owner as not in conformity with the Contract Documents, the Contractor shall promptly remove such materials from the site.

3.9 **Substantial Completion of the Work; Final Completion; Owner's Remedies.**
When the Work has reached the point of Substantial Completion as shown on Approved payment request, the Contractor shall assist the Owner in the development of a punch list identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract. The Contractor shall complete the punch list items to final completion within 30 days after the Owner's approval of the punch list. At any time after the value of the Work remaining to be done is, in the estimation of the Owner, less than 1 per cent of the adjusted Contract price, or the Owner has determined that the Contractor has substantially completed the work and the Owner has taken possession for occupancy, the Owner may send to the Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The Contractor shall then complete all such work items within 30 days of receipt of such list or before the Contract completion date, whichever is later. If the Contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the Owner or before the Contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the Contractor by certified mail, return receipt requested, the Owner may terminate this Contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the Contractor and such termination shall be without prejudice to any other rights or remedies the Owner may have under this Contract.

4.0 **CHANGES IN THE WORK**

4.1 **Changes within the Scope of the Work.** A change order may be issued by the Owner for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The
Contractor shall immediately perform any change order work that is ordered in writing by the Owner.

4.2. **Request for Equitable Adjustment due to Change Order.** Whenever a change order is issued by the Owner that will cause a change in the Contractor’s cost or time for performance, the Contractor or the Owner may request an equitable adjustment in the Contract Price or the Contract time. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party.

4.3. **Latent Conditions.** If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those indicated in the Contract Documents, then either the Contractor or the Owner may request an equitable adjustment in the Contract Price in accordance with M.G.L. c. 30, § 39N. Likewise if the latent or subsurface physical condition causes a change in the time for performing the Work, either the Contractor or the Owner may request an equitable adjustment of the time for the performance of the Work.

4.4 **Computation of Equitable Adjustments.** Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner: (1) fixed price basis, provided that the fixed price shall be inclusive of items described in 4.4.1 below and shall be computed in accordance with that provision; (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment; (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

4.4.1 Where the value of work performed directly by the Contractor under an change order is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. Where such work is performed by a Subcontractor, the Contractor will be allowed an additional amount of five percent (5%) to the total payment made to the Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen’s compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street
sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Owner and Architect, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, “tools of the trade”, administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker’s compensation insurance and other direct payroll costs, shall only be calculated on the direct labor rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.

4.5 **Timely Decision by the Owner.** In accordance with M.G.L. c. 30, § 39P, “Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.”

4.6 **Work Performed Under Protest.** The Contractor must perform any work required by the Owner. If it considers the work to be ‘extra’ and the Owner disagrees, the work must be performed under protest.

5.0 **PAYMENT PROVISIONS**

5.1 **Applications for Periodic Payments.** Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require. The application shall reflect a minimum of 5% retainage and shall be subject to, and processed in accordance with, the provisions of M.G.L. c. 30, §39K, which provides:
“Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided
herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract.

The awarding authority shall note any such termination in the evaluation form to be
filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.”

5.1.1 The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Owner of: (1) an acceptable transfer of title on the form provided by the Owner; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Owner that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work.

5.1.2 In submitting an Application for Payment, the Contractor warrants that title to all work covered by an application for payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as ‘liens.’ The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor’s right to payment for such work.

5.1.3 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the Contractor.

5.2 Deductions by the Owner. The Owner may deduct from any application for a periodic payment submitted by the Contractor a retention based upon the value of its claims (including claims of defective work and liquidated damages) against the Contractor plus a retention of 5% of the approved amount of the Application for Payment and any other amounts authorized by M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable.

5.3 Final Payment. Final Payment under this Contract shall be processed in accordance with the procedures set forth in M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable. The acceptance by the Contractor of the last payment due under this Contract or the Contractor's execution of the Final Certificate of Completion, shall operate as a
release to the Owner from all claims and liability related to this Contract.

5.4 Payment of Subcontractors. The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F. For purposes of this Agreement, the word “forthwith” appearing in paragraph (1)(a) of M.G.L. c. 30, § 39F shall be deemed to mean “within five (5) business days.” The Contractor shall, at the Owner’s request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived.

6.0 WARRANTIES AND GUARANTEE

6.1 Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor guarantees and warrants to the Owner that all labor furnished under this Agreement will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.

6.2 General Guaranty. If at any time during the period of one (1) year from the date of the its final completion, as shown on an approved payment request, the Work or any part of the Work shall in the reasonable determination of the Owner require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the Owner approves of the completion of such items. This one-year guarantee shall not limit any express guaranty or warranty required to be assigned to the Owner pursuant to the terms of the Plans and Specifications.

6.3 All guarantees and warranties required in the various Sections of the Specifications that originate with a Subcontractor or Manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of the sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall constitute a failure of the Subcontractor to fully complete its work in accordance with the Contract Documents. The Contractor’s obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.
7.0 INSURANCE REQUIREMENTS

7.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts, and to which the Owner has no reasonable objection, insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor’s operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified herein.

7.2 The insurance required by the above shall be written for not less than the following amounts and shall be submitted on ACORD Certificate of Insurance Form 2.5-S (08/01) or other similar form acceptable to the Owner:

7.2.1 Commonwealth of Massachusetts Statutory Worker’s Compensation and other benefits as required under the General Laws of Massachusetts, including Employer’s Liability Part B: $500,000/$500,000/$500,000.

7.2.2 Broad form Commercial General Liability, written on a “per occurrence” basis with an aggregate cap no less than three (3) times the required limit: $1,000,000 C.S.L. Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.

7.2.3 Umbrella or Excess Liability coverage following form of underlying General, Automobile and Employers’ Liability Coverage: (a) Minimum of $2,000,000 C.S.L. over primary insurance; (b) No more than $10,000 Retention.

7.2.4 Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles: $1,000,000 C.S.L.

7.3 The above insurance policies shall also be subject to the following requirements:

7.3.1 Certificates of Insurance and copies of policies acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.

7.3.2 No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.

7.3.3 All premium costs shall be included in Contractor’s bid. The Contractor shall be responsible for the cost of any and all deductibles.

7.3.4 The Town of Dracut (including its officials, employees, agents and
representatives) shall be named as additional insured on Contractor’s General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance Policies.

7.4 Neither the Owner’s authority to review certificates and policies of insurance nor its decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.

7.5 The Contractor’s liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.

7.6 Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.

8.0 INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall defend, indemnify in whole or in part, defend, pay-on-behalf of and hold harmless the Owner, the Engineer, and the agents and employees of each from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees and loss of use caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8.

9.0 BONDS
The Contractor shall furnish a performance bond for the full amount of the Contract, and also a labor and materials payment bond for the full amount of the Contract, the form of which bonds are set forth in the Contract Documents, each of a surety company qualified to do business under State laws and satisfactory to the Owner, the premiums for which are to be included in the Contract Price and paid by the Contractor. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in effect for the entire guarantee period for each phase of the work, which shall commence on the date of Final Completion, as defined in the Contract Documents.

10.0 TERMINATION
10.1 **Termination for Cause.** If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor’s creditors, or if a receiver is appointed on account of the Contractor’s insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Contracting Officer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all Subcontractor’s contracts pursuant to this Agreement, and furnish the work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner of behalf of the Contractor’s defaults. The Owner shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Owner’s damages have been established, and to apply such amounts to such damages.

10.1.1 The Owner shall incur no liability by reason of such termination.

10.2 **Termination for Convenience.**

10.2.1 In the event that this Contract is terminated by the Owner prior to the completion of construction and termination is not based on a reason listed in Paragraph 10.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last Approved application for payment and the date of termination.

10.2.2 Payment by the Owner pursuant to Subparagraph 10.2.1 shall be deemed to fully compensate the Contractor for all claims and expenses directly or indirectly attributable to the termination, including any claims for lost profits.

10.3 The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor’s performance under this Contract shall survive any termination hereunder.

10.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the
11. **NON-APPROPRIATION**
Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and may not perform, work outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Owner may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

12. **RECORDS AND LAWS**
The Contractor shall comply with M.G.L. c. 30, § 39R. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

13. **DISPUTE RESOLUTION**
Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Owner.

12.1 In the event that the Owner elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. **CHOICE OF LAW**
This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the Commonwealth or the Owner is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

15. **NOTICES**
Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Owner, notices and deliveries to the Owner shall be effective only when delivered to the Owner at the address specified in the Owner - Contractor Agreement and date-stamped at the reception...
desk or for which a receipt has been signed by the agent or employee designated by the Owner to receive official notices.