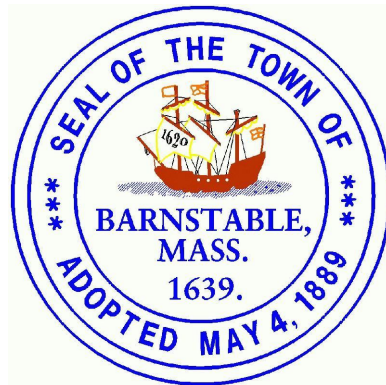


INVITATION FOR BID

PROJECT MANUAL

TOWN OF BARNSTABLE
BARNSTABLE MUNICIPAL AIRPORT

**REPLACEMENT OF BOILER AND ASSOCIATED
INFRASTRUCTURE IN AIRPORT
ARFF/MAINTENANCE BUILDING**



ENGINEER:

JACOBS ENGINEERING GROUP, INC.

DATE ISSUED: August 28, 2012

BID DUE DATE – September 24, 2012, no later than 2 pm

PRE-BID SITE VISIT – September 13, 2012, 10 am AT THE PROJECT SITE

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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Project Estimate - \$130K

Prevailing Wages dated August 27, 2012 apply

Project Completion – 30 Calendar Days after Notice to Proceed

SECTION 1

TOWN OF BARNSTABLE INVITATION FOR BID REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

NOTICE TO BIDDERS

The Town of Barnstable is requesting bids for:

REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

The sealed bid proposals will be received until MONDAY, SEPTEMBER 24, 2012 AT 2:00 P.M. at the Town of Barnstable, Purchasing Agent's Office, 230 South Street, Hyannis, Massachusetts 02601 and at that time they will be publicly opened and read.

A Pre-bid conference will be held at the project site at the Barnstable Municipal Airport, Terminal Conference Room, 480 Barnstable Road, Hyannis, Massachusetts, at 10:00 A.M. THURSDAY, SEPTEMBER 13, 2012. Contractor attendance is highly recommended but not mandatory.

A certified check or bid bond in an amount not less than 5% of the bid price for the Contract work will be required from each bidder. The bid security, made payable to the Town of Barnstable shall be as described under INSTRUCTION TO BIDDERS.

Bid documents will be available immediately on the Town of Barnstable Bid and RFP Site at www.town.barnstable.ma.us.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General Laws. The successful bidder will be required to furnish a Labor and Materials Payment Bond and a Performance Bond each in the amount of one hundred percent (100%) of the contract amount.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.

Bidders are not to include in their Bid Proposal sales and compensating use taxes on materials and supplies purchased for this project. All materials used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted. The Contractor shall not discriminate

with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age. Prevailing Wage Rates dated August 27, 2012 apply to this project.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies of the Town of Barnstable are applicable if the amount of the bid exceeds \$100,000. The "Fair Share" construction goal for this project is a minimum of seven point four (7.4%) percent MBE participation and four (4%) percent WBE participation, by state certified MBEs and WBEs. Within five days after the Bid Opening, the Bidder shall submit a "Schedule for Participation by Minority Business Enterprises" with accompanying Letters of Intent by each minority subcontractor proposed to be used by the Bidder. The Bidder shall submit a "Schedule for Participation by Women Business Enterprises" with accompanying Letters of Intent by each WBE subcontractor to be used by the Bidder. The Letters of Intent shall include, among other things, the contract items the M/WBE is proposing to perform and the prices that the M/WBE proposed to charge for the work. Original signed copies of the letters will be required prior to the signing of a contract. The Schedule of Participation shall list these M/WBE subcontractors with whom the Contractor intends to contract and state the total price to be paid each M/WBE contractor as taken from each Letter of Intent submitted with the bid. The Bidder shall submit a copy of current SOMWBA letter of Minority Business Enterprise or Women Business Enterprise Certification for each subcontractor. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. Any request for reduction or waiver of MBE/WBE participation **MUST** be received no less than five (5) days before the bid due date. See Town MBE/WBE policy for all requirements.

Bidders must be certified by the Massachusetts Division of Capital Asset Management (DCAM) for the category of HVAC. **Failure to provide a current DCAM Certificate of Eligibility and an Update Statement will result in the bid being rejected.**

The Town of Barnstable reserves the right to waive any formalities; to reject any or all proposals. A proposal which includes, for any item, a bid that is abnormally low or high may be rejected as unbalanced. The right is also reserved to accept any proposal deemed to be best for the Town of Barnstable. In any event, general bids to be deemed acceptable shall comply in each and every way with all applicable Massachusetts General Laws.

Awarding Authority
Town of Barnstable
Barnstable Municipal Airport Commission

SECTION 2

INSTRUCTION TO BIDDERS

1. SECURING DOCUMENTS

A. The TOWN OF BARNSTABLE, BARNSTABLE MUNICIPAL AIRPORT Invitation to Bid and Contract, Instructions to Bidder, General Conditions, Bid Payment Item Tally Sheet, and Application and Certification for Payment and all other documents and drawings referenced in the Agreement Section 8 compose the Bid Documents.

B. Bid documents will be available immediately on the Town of Barnstable Bid and RFP Site at www.town.barnstable.ma.us. Full size drawings may be obtained from the Purchasing Agent's Office, 230 South Street, Hyannis, MA 02601. If you request them to be mailed, you will need to provide your FedX number and address.

2. BID FORMS

A. All bids must be submitted on the forms bound herein, or copies thereof. All blank spaces in the proposal form shall be properly completed in ink and all erasures and corrections initialed by the contractor.

B. All bids must be submitted in a sealed envelope containing the bid, properly marked:

REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

If forwarded by mail, the sealed envelope containing the bid, properly marked, must be enclosed in another envelope addressed to the Barnstable Municipal Airport.

C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapter 30 and 149, applicable sections, as amended to date.

D. Any bid received after the time and date designated will not be considered.

3. BID SECURITY

A. Bid Security in the amount of FIVE PERCENT (5%) of the bid dollars shall accompany each proposal. At the option of the Bidder, the security may be cash, a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Barnstable. Personal checks will not be accepted.

B. The bid security shall secure the execution of the Contract and the furnishing of a performance and payment bond by a successful bidder.

C. Should any bidder to whom an award is made fail to enter into a Contract therefore within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Payment Bond as required, the amount so received from such bidder through their cash, certified check, treasurer's or cashier's check as bid deposit shall become the property of the Town of Barnstable, as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Barnstable shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that provided further that in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, their deposit shall be returned to them.

D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the performance bonds, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

4. DEFINITIONS

A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of sub-bids and general bids.

B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

5. BIDDER'S REPRESENTATION

A. Each bidder, in submitting their proposal, represents that they have read and understand the bidding documents.

B. Each bidder represents that they have visited the sites, familiarized themselves with the local conditions under which the work is to be performed, compared the sites with the drawings and specifications, satisfied themselves of the conditions of delivery, handling and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.

C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.

D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by

reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

6. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make written request to the Engineer for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or corrections will be issued as an addendum by the Engineer. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. ADDENDA

A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Engineer as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.

B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by facsimile transmission, electronic mail, or by U.S. mail to the address furnished by the bidder for transmittal of mail. Facsimile transmitted addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. QUALIFICATIONS OF BIDDER

A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Engineer. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by Certified Public Accountant.

B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Owner.

10. ACCEPTANCE OF PROPOSALS

A. Within thirty (30) days after the opening of the proposals the Owner will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Owner and accompanied by Contract and Performance and Payment Bond forms. No other act of the Owner shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder

to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

B. In the event there are tied best prices from responsive and responsible bidders, the following methods of breaking the tie shall be employed unless otherwise provided for in these bid documents: The bidder's names shall be entered on a slip of paper and placed in a hat. The award shall then be made to the bidder whose slip is drawn from the hat. The drawing of the slip from the hat shall be performed in the presence of the tied bidders unless they waive their right to be present in writing.

11. TIME FOR EXECUTING CONTRACT AND PROVIDING CONTRACT BOND

A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within ten (10) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

12. PERFORMANCE AND PAYMENT BONDS

A. Within ten (10) days after the date of Notice Acceptance of Bid, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish a performance bond and payment bond, each equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner.

B. The performance bond shall guarantee the satisfactory completion of the project and that the contractor will make good any faults or defects in their work which may develop during the period of said guarantee as a result of improper or defective workmanship, materials or apparatus.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Owner shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

C. Every such bond shall have a power of attorney attached thereto, authorizing the owner to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.

D. Separate Performance Bond and Payment Bond forms shall be provided with Notice of Acceptance.

13. WORK TIME LIMITS

A. At the time of delivery of the properly executed contract and contract bonds to the Town, the Contractor shall furnish a proposed work schedule, in writing, allowing for

completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

B. All work covered by this contract shall be completed within **Thirty (30)** calendar days of the date of the issuance of the Notice to Proceed.

14. TAX EXEMPTION

State taxes will be excluded from all General and Sub-Bids. Exemption Certificate E-046-001-079 shall be used in lieu thereof.

15. PAYMENT OF EMPLOYEES

A. For work done in the Town of Barnstable, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his sub-contractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal Opportunity information for the period covered by the application has been submitted to the Town.

B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

16. WITHDRAWAL OF PROPOSALS

A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefore.

B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

SECTION 3

CONTRACT GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

A. The Contract Documents consist of the Agreement, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Engineer. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

B. The Contract Documents shall be signed in not less than triplicate by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2. ENGINEER

A. The Engineer will provide general administration of the Contract and will be the Owner's representative during the construction period.

B. The Engineer shall at all times have access to the Work wherever it is in preparation and progress.

C. The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, they will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.

D. Based on such observations and the Contractor's Application for Payment, the Engineer will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Section 3 Sub-Section 9.

E. The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents. He/She will make decisions on all claims and disputes between the Owner and Contractor.

F. The Engineer will have the authority to reject Work which does not conform to the Contract Documents.

3. OWNER

The Owner shall issue all instructions to the Contractor through the Engineer.

4. CONTRACTOR

A. The Contractor shall supervise and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

C. The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work, and shall notify the Engineer if the Drawings and Specifications are at variance therewith.

E. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

F. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as directed for approval of the Engineer for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

G. The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

5. SUBCONTRACTS

A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.

B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall

furnish to the Engineer in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Engineer or the Owner may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

6. SEPARATE CONTRACTS

The Owner has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate with any such other contractors.

7. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

8. TIME

A. All time limits stated in the Contract Documents are of the essence of the Contract.

B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Engineer may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer or Owner or both may determine.

9. PAYMENTS

A. Method of Payment to Contractor

1. The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.

2. The estimates will be itemized on the sheets provided for review and approval by the Engineer and submitted prior to the twentieth of each month during the construction period. Each estimate will show the total value of the work done to date, the total money due the Contractor since the previous estimate and the money paid the Contractor to date. This estimate will be considered approximate only and shall be subject to correction on subsequent estimates.

3. Five (5%) percent of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of G.L. Ch. 30, Section 39G.

4. The acceptance by the Contractor of the final payment, including the retainage of five (5%) percent, shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. 30, Section 39G.

5. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

B. Town's Right to Withhold Payments

1. The Town may withhold from the Contractor so much of any approved payment due them as may in the judgment of the Engineer be necessary:

A. To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work;

B. To protect the Town from loss due to defective work not remedied; or,

C. To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.

2. The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection.

3. No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

C. Measurement and Quantities

1. It is estimated that the quantity of materials mentioned in the Proposal will be required, but this amount shall not control the performance of this Contract, and the Contractor shall be bound hereunder whether or not such estimate is even approximately correct.

2. The Town reserves the right to limit the prosecution of the work to such points, and in such order as the Town may direct.

3. The Town reserves the right to eliminate any portion of the work, so as to bring the total expenditure within the amount available for the project.

4. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract shall be selected by the Engineer.

D. Final Payments

1. Final payments shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

2. The making of final payments shall constitute a waiver of all claims by the Owner except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the

Contract Documents, or 4) terms of any special guarantee required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

10. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby; 2) all the Work and all the materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

11. Force Majeure.

Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

12. CHANGES IN THE WORK

A. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner as their duly authorized agent.

B. The Contract Sum and the Contract Time may be changed only by written Change Order.

C. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

13. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

14. NON-DISCRIMINATION

All union, vendors and contractors which the Owner deals with are notified that the Owner is an equal employment opportunity employer and that the Owner requires the utilization of employees, and referral of potential employees without regard to race, color, national origin, sex, handicap or age. All entities with contractual agreements with the Owner are informed of the Owner's policy and are required to initiate a program of non-discrimination.

15. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Owner.

16. AFFIRMATIVE ACTION PROGRAM

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Affirmative Action guidelines attached, which form a part of the contract.

17. TRAFFIC CONTROL AND BARRICADES (IF APPLICABLE)

- A. Contractor shall coordinate with the police and fire departments and shall initiate all measures to include erection of barricades, to insure the safety of vehicular and pedestrian traffic in the area adjacent to construction.
- B. No excavation shall be left open overnight.
- C. Contractor shall notify the Town 24 hours in advance of any pavement cut and shall at that time supply any estimate of the duration of work involving disruption of traffic.
- D. Any paving cuts left overnight shall be marked with an approved illuminated warning device.
- E. Refer to Standard Specification Section 850 for general policy and description of warning devices.
- F. **TRAFFIC OFFICERS.** The attention of the Contractor is directed to the requirement of Subsection 7.11 (including amendments) of the 1988 Standard Specifications for Highways and Bridges. Uniformed Traffic Police officers will be required during the construction period. The Contractor shall take into consideration the number and cost of Uniformed Traffic Police officers will be required to complete the work shown on the Plans. *Any and all costs associated with the Uniformed Traffic Police Officers shall be included in the overall contract costs and paid for by the Contractor.*

18. PARTIAL AWARD

- A. The Owner reserves the right to award all or part of the Contract item stated in the specification or to reduce the amount of work under any item by agreement with the lowest eligible bidder.
- B. A number of alternate prices may be requested in the proposal and the Town reserves the right to award the Contract on the basis of any one of the proposed alternatives.

NOTIFICATION OF UTILITIES – AS APPLICABLE

The following utility companies which may maintain underground lines or equipment in the project area may be contacted for the required notification of excavation by a single call to DIG-SAFE CENTER 1-888-344-7233.

NSTAR (electric) P.O. Box 70 Hyannis, MA 02601	1-800-642-7070
VERIZON (telephone) 44 Old Town House Road South Yarmouth, MA 02664	508-394-0973
NATIONAL GRID (gas) 127 White's Path, South Yarmouth MA 02664	508-760-7500

COMCAST (cable)
Michael Ahearn, Construction Manager
85 East Belcher Road
Foxboro, MA 02035

508-543-9022 x 7801
Mike_Ahearn@cable.comcast.net

In addition, direct contact must be made with the applicable Water District Office.

HYANNIS

Water Supply Division
47 Old Yarmouth Road
Hyannis, MA 02601
508-775-0063

CENTERVILLE, MARSTONS MILLS AND OSTERVILLE

Centerville-Osterville Water District
1138 Main Street
Osterville, MA 02655
508-428-6691

COTUIT

Cotuit Water District
4300 Falmouth Road
Cotuit, MA 02635
508-428-2687

BARNSTABLE VILLAGE

Barnstable Fire District Water Depart.
1841 Phinney's Lane
Barnstable, MA 02630
508-362-6498

Dig-Safe cannot be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in public ways that run from utility poles to buildings.

It is therefore incumbent upon all contractors to ascertain if any electric cables are located in any area prior to excavation. This will be done at the contractor's expense.

Farrell Electric, Inc.
Holmes Road
North Eastham, MA 02651
508-255-1697

All Cape Locating
Don Costa
1-800-760-3785

Willman Electric, Inc.
1199 Pitchers Way
Hyannis, MA 02601
508-775-2568

SECTION 4

INSURANCE REQUIREMENTS

1. Insurance Requirement

1. **Indemnification** - Contractor will defend, indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall defend, indemnify and hold harmless the Town of Barnstable.

2. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed officers, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Administration & Technical Support Division and Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance (Reserved)**

7. **Pollution Liability Insurance (Reserved)**

8. **Professional Services Liability/Errors and Omissions Insurance (Reserved)**

9. **Other Liability (as may be necessary)**

The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

SECTION 5

PROPOSAL SUBMITTAL

The following must be filled out in their entirety by the General Bidder and, except for as noted, submitted with the bid.

- Proposal Form. Pages 5-2 and 5-3
 - Signed by Authorized Representative
 - Acknowledge ALL addenda
 - Complete all requested information
 - Prevailing wages apply

- State Tax Certification Page 5-4
- Certificate of Non-Collusion Page 5-4
- OSHA Certification Pages 5-5 to 5-6

- 5% Bid Bond
- DCAM CERTIFICATE AND UPDATE STATEMENT (HVAC)

PROPOSAL FORM

CONTRACTOR

TO: Barnstable Municipal Airport
Town of Barnstable
480 Barnstable Road
Hyannis, MA 02601

- A. The undersigned proposes to furnish all labor and materials required for the construction of:

**REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN
AIRPORT ARFF/MAINTENANCE BUILDING**

In accordance with the Plans and Specifications prepared by the Town of Barnstable, Barnstable Municipal Airport for the estimated contract price specified below subject to additions and deductions according to the terms of the Contract Documents.

- B. This bid includes Addenda Numbered _____

- C. The proposed contract price is _____

_____ DOLLARS _____

- D. The undersigned, as bidder, declares under penalties of perjury that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made and submitted in good faith and without collusion or fraud with any other person, firm or corporation; that he has filed all state tax returns and paid all state taxes under law; that he has carefully examined the locations of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the General Conditions herein annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Awarding Authority, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

- E. The undersigned agrees that if presented with the Notice of Acceptance for this contract, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, execute a contract in accordance with the terms of this bid and furnish a performance bond and a payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred (100%) percent of the contract price, the premiums for which are to be paid by the Contractor and are included in the contract price.

Date: _____

Authorized Signature

By: _____
Title

Business Address

City State Zip

E-mail

Telephone

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

* Signature of Individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, if signed,

Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency **will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

TOWN OF BARNSTABLE

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.

FIRM _____ SIGNATURE _____

ADDRESS _____ NAME (print) _____

_____ TITLE _____

TELEPHONE _____ DATE _____

NOTE: This certificate must be signed by the individual submitting the bid or proposal.

Town of Barnstable Procedures

OSHA Training Certification of contractors

As of July 1, 2012, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who's name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

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.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2011 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the 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.

(b) 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.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone _____ Fax: _____

SECTION 6

TOWN OF BARNSTABLE

**MINORITY / WOMEN BUSINESS ENTERPRISE PLAN (MBE /
WBE)**

Participation Requirements – Bids >\$100K
7.4% MBE, 4% WBE

See Town of Barnstable Policy (Revised 3/6/2011)
– separate PDF

Johanna F. Boucher
Purchasing Agent/Contract Compliance Officer
230 South Street
Hyannis, MA 02601
Tel (508) 862-4741
Fax (508) 862-4717
johanna.boucher@town.barnstable.ma.us

SECTION 7

WAGE RATES dated 8/27/12 – See separate PDF

SECTION 8

**TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND OWNER**

THIS AGREEMENT, made this _____ day of _____ 2012 by and between the TOWN OF BARNSTABLE, Massachusetts, hereinafter called Owner, and _____

_____ with legal address and principal place of business at _____

_____ hereinafter called Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the **REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING** hereinafter called the Project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental General Conditions of the Contract; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintending, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Supplemental Conditions of the Contract, any addenda previously issued, and all other documents included in the bound volume entitled **“REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING IN THE TOWN OF BARNSTABLE DATED _____”** and the bid submitted _____, general conditions, details and item descriptions and all other documents included in the bound volume and the plans and drawings entitled **“INVITATION FOR BID AND CONTRACT FOR THE REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING” dated August 28, 2012**”; all of which are made a part hereof and collectively evidence and constitute the Contract.

Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract”.

By:

Authorized Signature

Print Name and Title

Approved as to form

Bruce Gilmore, Airport Attorney

By:

Barnstable Municipal Airport Commission

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws.

By:

Mark A. Milne, Finance Director

SIGNATORY AUTHORITY – REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

At a duly constituted meeting of _____ held on _____
Name of (Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

(Name) (Officer)
of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such _____ under seal of the company, shall
(Officer)
be valid and binding upon this company.

A TRUE COPY,
ATTEST:

(Clerk)

Place of Business: _____

Date of this Contract: _____

I hereby certify that I am the clerk of the _____
_____ that _____
is duly elected _____ of said company, and the above
vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract

(Clerk)

(CORPORATE SEAL)

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTARIZED ABOVE.

SECTION 9

PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENTS, THAT _____

as principal, and
as surety, are held and firmly bound unto the Town of Barnstable, Massachusetts in the sum of:

lawful money of the United State of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of _____, 2012, for the construction project

REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we hereunto set our hands and seals this _____

day of _____, 2012.

(Seal)

By: _____

By: _____

SECTION 10

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT

_____ as principal,

and _____

as surety, are held and firmly bound unto the Town of Barnstable,

Massachusetts, in the sum of _____

_____ lawful money of the United States of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of _____, 2012, for the construction of Project

REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract any extensions thereof that may be granted by the Town of Barnstable, Massachusetts, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may be hereafter made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seal this _____ day of _____, 2012.

Seal

By: _____

By: _____

SECTION 11

**TOWN OF BARNSTABLE
BARNSTABLE MUNICIPAL AIRPORT**

_____, 2012

ACCEPTANCE OF BID

_____ is herewith

notified that their bid for **REPLACEMENT OF BOILER AND ASSOCIATED
INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING**

in the Town of Barnstable, Massachusetts, in the amount of _____ submitted
on _____ has been accepted.

Please complete the attached "AGREEMENT BETWEEN CONTRACTOR AND OWNER."
"PERFORMANCE BOND" and "PAYMENT BOND" forms and return to this office together
with a Certificate of Insurance.

Barnstable Municipal Airport Commission

SECTION 12

**TOWN OF BARNSTABLE
BARNSTABLE MUNICIPAL AIRPORT**

NOTICE TO PROCEED

DATE: _____, 2012

**SUBJECT: REPLACEMENT OF BOILER AND ASSOCIATED
INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING**

TO:

1. You are hereby given formal NOTICE TO PROCEED in accordance with the provisions of the subject contract.
2. It is requested that acknowledgment of this NOTICE be indicated by endorsement hereon, and that the original be returned to this office. The duplicate should be retained in your office files.

Roland W. Breault, Airport Manager

FIRST ENDORSEMENT

TO: Airport Manager
480 Barnstable Road
Hyannis, MA 02601

Receipt is hereby acknowledged of the above **NOTICE TO PROCEED**

By: _____

Date: _____

SECTION 13

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: TOWN OF BARNSTABLE
 BARNSTABLE MUNICIPAL AIRPORT TITLE _____
 480 BARNSTABLE ROAD, 2ND FL
 HYANNIS, MA 02601 CONTRACTOR _____

ATTN: _____

_____ Application Date _____

_____ Period From _____ To _____

NOTE: In order to receive payment for the monthly period covered by this application, this form shall be delivered to the Engineer on the third Monday of each month or the working day immediately preceding. Amounts not so applied for shall carry over to the next scheduled billing period.

CHANGE ORDER SUMMARY

Number	Date		
TOTALS			

ORIGINAL CONTRACT SUM \$ _____

Net Change by Change Order \$ _____

Contract Sum to Date \$ _____

TOTAL COMPLETED TO DATE \$ _____

Retainage \$ _____

Total Earned Less Retainage \$ _____

Less Previous Certificates for Payment. \$ _____

Current Payment Due \$ _____

The undersigned certifies that the work covered by this application has been completed in accordance with the Contract Documents, that all amounts have been paid by them for Work and Materials for which previous Certificates for Payments have been issued and payments received from the Owner, that all Contractor and Sub-contractor payroll data for the time period covered by this application has been submitted to the Town and that the current payment shown herein is now due.

CONTRACTOR: _____

BY: _____

DATE: _____

SECTION 14
TOWN OF BARNSTABLE
BARNSTABLE MUNICIPAL AIRPORT
HYANNIS, MA 02601

(508) 775-2020

TAX EXEMPTION NUMBER

Date:

TO WHOM IT MAY CONCERN:

This is to certify that whenever _____

purchases material and supplies for projects awarded by bid for the Town of Barnstable, all materials used on these projects are tax exempt.

Our Tax Exempt number is E-046-001-079.

Authorized signature

SECTION 15

**TOWN OF BARNSTABLE
CHANGE ORDER**

CHANGE ORDER NO. _____ DATE: _____

PROJECT NO. _____

CONTRACT TITLE: **REPLACEMENT OF BOILER AND ASSOCIATED
INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING**

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

REVISED CONTRACT AMOUNT

PREVIOUS CONTRACT AMOUNT \$ _____

AMOUNT OF THIS ORDER \$ _____

(decrease) (increase)

REVISED CONTRACT AMOUNT \$ _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized.

This order covers the contract modification hereunder described:

The work covered by this order shall be performed under the same terms and conditions as included on the original construction contract.

Change Approved:

By: _____ Date: _____
Contractor
Title: _____

TOWN OF BARNSTABLE

By: _____ Date: _____
Mark Milne, Town Accountant
Verify funds are Available for This Change Order

By: _____ Date: _____
Airport Commission Chairman

By: _____ Date: _____
Roland W. Breault, Airport Manager

SECTION 16 SPECIAL PROVISIONS

I. SCOPE OF WORK

The work to be done under this Contract includes the furnishing of all labor, equipment, materials, tools and incidentals necessary to complete the following project:

REPLACEMENT OF BOILER AND ASSOCIATED INFRASTRUCTURE IN AIRPORT ARFF/MAINTENANCE BUILDING

The above work shall be in accordance with the provision of the Contract; the Contract Drawings; the Contract Specifications and Contract Addenda and as may be directed by the Engineer.

This work includes the removal of the existing boiler and the installation of a new boiler for the ARFF/Maintenance building and associated appurtenances, all incidentals required to install the boiler, and any other item necessary to complete this item.

II. CONSTRUCTION SCHEDULE

General. Construction shall be performed in accordance with the Phasing Plan shown on the Contract Drawings, with modifications as approved by the Engineer as necessary throughout the progress of the project.

The construction schedule has been carefully prepared to provide the minimum interference with airport operations and local traffic. It is imperative therefore that the Contractor plan his/her work so that the schedule will be met. The Contractor shall submit his/her work schedule for the upcoming week to the Resident Engineer 48 hours prior to the weekly job meetings.

The Contractor is required to provide sufficient labor, materials and equipment to complete the project within the schedule prescribed in the Phasing Plan on the Contract Drawings

Construction Schedule. The Contractor, within fifteen (15) days after the execution of the Contract, shall prepare and submit to the Engineer for approval a practicable and feasible detailed construction schedule in bar-chart form showing the order in which the Contractor proposes to carry on the salient components of the Work, the dates on which s/he will start each, and the contemplated dates for completing the same. This schedule shall be brought up-to-date and displayed at the weekly job meeting for review by the Engineer and the Owner.

The schedule shall be compatible in all respects, and shall be consistent with all Contract requirements. They will be reviewed for reasonableness and conformity with the Contract and upon approval by the Engineer will be used to evaluate general job progress requirements.

Allowable Work. No physical construction work shall be performed on the Work site until the above schedule has been submitted in proper form and have been approved by the Engineer, and the Owner shall not be liable for any delays or increased costs to the Contractor resulting from the Contractor's failure to meet this requirement. Prompt review will be made of any proposed schedule submitted by the Contractor. Prior to the Engineer's approval thereof, the Contractor may commence all aspects of the Work other than physical construction work at the site, including but not limited to the placing of material orders, preparation of shop drawings, making of field survey layouts, assembly of equipment, and other work in preparation for the commencement of physical construction at the site.

III. AIRPORT OPERATION AND SAFETY REQUIREMENTS

General. When work is required in or near the Airport Operations Area (AOA) the Contractor shall take all precautions necessary to insure the safety of the public as well as his own equipment and personnel. The Contractor shall obey all instructions as to routes to be taken by equipment traveling within the airport area. All of the Contractor's equipment traveling within the airport area shall be equipped with a lighted yellow rotating beacon and/or a 3' x 3' checkered orange and white flag. All Contractor's vehicles must have the company name imprinted on them. Equipment not actually in operation shall be kept clear of runways, taxiways and aprons, and any other surfaces identified by the Airport.

Airfield Operations. Air traffic will continue to use existing runways and taxiways of the Airport during the time the work under this Contract is being performed. The Contractor shall at all times conduct his work so as to create no hindrance, hazard, or obstacle to air traffic using such portions of the Airport as are not officially closed to air traffic, and must, at all times, conduct the work in conformance with the requirements of the Airport Manager.

Grading and stockpiling of materials or other construction operations shall not be conducted in a manner to cause malfunction or interference of the airport traffic control. The Contractor shall plan and execute his work in such a manner that adequate access will be available for vehicular traffic at all times during the period of construction. No trucking or other heavy equipment will be allowed on the paved runways or active taxiways, and at no time shall the speed exceed the limits of the airport. It is expressly understood that the Owner will not be responsible for any deduction, interpretations, delays, or conclusions made by the Contractor as to the difficulties which will be encountered in this regard.

Safety. It is the Contractor's responsibility to ensure the construction area is fencing off from the general public. The fencing shall be as described in the contract drawings. The fencing is considered a subsidiary obligation of the Contractor and there shall be no separate compensation for this work.

Fires. The Contractor shall take all necessary precautions to prevent fires adjacent to the work and he shall prevent the spread of fires to areas outside the limits of the work. He shall provide adequate facilities for extinguishing fires and shall bury all combustible materials or safely dispose of combustible materials as directed by the Engineer.

Traffic Control Devices. Any temporary pavement markings, signs, traffic cones/drums, lights, signals, temporary walkways, traffic control and other devices which may be required for safe traffic control shall be provided and maintained by the Contractor during the course of the work, subject to the approval of the Engineer.

Miscellaneous. The Contractor shall hold harmless the Airport Commission, the Engineer, and their respective agents or representatives from any and all claims for damages, costs, expenses, judgments or decrees resulting from negligence on the part of the Contractor, or his, or their, or its agent or employees in conducting the work as required by this Contract. The Contractor is required to obtain any necessary permits, including any trenching permits required by the Commonwealth of Massachusetts.

IV. CONTRACTOR STAGING AND EQUIPMENT AREA

General. The areas for the location for storing materials and for servicing, repairing and parking construction equipment shall be within the project area. If additional areas are needed, it will be coordination through the Engineer and Airport Manager. All materials to be used in the work shall be stored at this location. The Contractor's attention is alerted to the fact that a limited amount of area is available within the designated areas and that exact limits will be approved by the Engineer.

Owner's Responsibility. The Owner will not be responsible for any vandalized equipment or material stored on the Airport property. Any security of the Contractor staging and equipment storage area including fencing or security personnel shall be provided by the Contractor at no expense to the Owner.

Cleanliness. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Engineer. Particular attention shall be given to the elimination of combustible rubbish or debris in the areas and none shall be left exposed overnight or at other periods of time the work is shut down. Contractor shall remove all debris from the work site and the Contractor's staging area daily.

In addition, at the completion of the project, the Contractor shall return the staging and equipment storage area to pre-construction condition.

V. CONTROL OF MATERIALS

General. During its progress, the work and the adjacent areas affected thereby, shall be kept cleaned up and all rubbish, surplus materials and unneeded construction equipment shall be removed and all damage repaired so that the public will be inconvenienced as little as possible. The Airport Manager has control of any surplus material generated before it leaves the site. The Airport Manager may designate areas for stockpiling of material on the airport or disposal off site. Material designated to be disposed of offsite shall be the responsibility of the Contractor. The Contractor shall legally dispose of all material offsite at no addition cost to the Airport.

VI. HAUL ROADS

General. All paved haul roads or access roads shall be kept clean at all times to prevent the accumulation of dirt, mud, and other debris and the generation of dust by sweeping, washing or other methods directed by the Engineer.

Restoration. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. Suitable materials, equipment, and methods shall be used for such restoration.

VII. WATER

General. Water for the Contractor's equipment will be made available to the Contractor at such outlet as the Engineer shall direct, subject to conditions for the protection and care of such outlets. If the local water department requires the installation of a separate meter at the source for the duration of the Project, the cost of the meter installation and charges for water use during the duration of the Project will be the responsibility of the Contractor and absorbed in the prices bid for the various items of work.

VIII. GENERAL SITE CLEANUP

General. The Contractor is responsible for providing all labor, materials, and equipment to keep the work site and adjacent properties clean from debris, dust, trash, and other objectionable materials generated from the Contractor's construction activities on a daily basis or as otherwise directed by the Engineer or Owner.

Site Cleanup. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this Contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.

On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him, shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter in, under and around privies, houses, and other buildings used by him, shall remove all rubbish from any grounds which he has occupied, and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

IX. DUST CONTROL

General. During all construction activities, the Contractor shall be responsible to provide adequate means of dust control at the request of the Engineer or Owner. The Contractor is reminded that work is being performed adjacent to active runways and taxiways and existing businesses and dust originating from the work areas can be a safety issue to aircraft, vehicles and pedestrians.

X. CONTRACT DRAWINGS

General. The Contract Drawings indicate the extent and general arrangement of the work to be done.

Departure from Drawings. If any departures from the Contract Drawings are deemed necessary by the Contractor, details for such departures and the reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without prior written approval of the Engineer.

Other. The work shall be done as indicated on the Contract Drawings and on such other detail and working drawings as may be issued from time to time during the period of construction. Any drawings made by the Contractor shall be of sizes to correspond with the standards of this project.

XI. WEEKLY PROJECT MEETINGS

General. Weekly project meetings will be held with the Contractor, Engineer, and Owner at an agreed upon time and place. These meetings will be held to discuss current work activities and issues, the following week's work activities and their impacts to airport and local operations, and status of project schedule.

XII. COOPERATION BY CONTRACTOR

The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

XIII. ENGINEER'S FIELD OFFICE

General. There is no field office required for the Engineer under this contract.

XVI. DELIVERY OF EQUIPMENT AND MATERIALS

General. Equipment and materials to be used in the work under this Contract shall be delivered sufficiently in advance of their proposed use to prevent delay in the execution of the work.

XV. WEATHER CONDITIONS

General. No work shall be done when, in the opinion of the Engineer or Airport, the weather is unsuitable. No concrete, earth fill, embankment or paving shall be placed upon frozen material. If there is delay in the work due to weather conditions, the necessary precautions must be taken to bond new work to old.

XVI. AERIAL PHOTOGRAPHS

Aerial photographs are not required to be submitted for this project.

XVII. RECORD DRAWINGS

General. The Contractor shall maintain at the site a set of drawings on which shall be recorded accurately as the work progresses the actual "as-built" dimensions and grades of all his work, indicating thereon all variations from the Contract Drawings. This record of "as-built" conditions shall include the work of all subcontractors. Notations on mechanical and electrical drawings shall include nameplate data for all installed equipment. These Drawings shall be kept current and available for review by the Engineer at all times. If the drawings are not kept up to date, payment may be withheld. At the conclusion of the Contract, the Contractor shall furnish the Engineer with a completed final "as-built" set of drawings.

END OF SPECIAL PROVISIONS