

TOWN OF PEPPERELL
INVITATION FOR BIDS
IFB #2023-FD01

Sprinkler System Installation

Fire Chief Brian Borneman
978 433-2113
bborneman@town.pepperell.ma.us

November 8, 2023

Site Walkthrough November 27, 2023 11:00 am
38 Park Street, Pepperell, Massachusetts

Sealed bids must be received by Thursday, December 14, 2023 at 1:00 pm

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**INVITATION FOR BIDS
IFB #2023-001**

Sprinkler System Installation

The Town of Pepperell, Massachusetts will receive bids, under M.G.L. Ch. 30 39M, at its Town Hall Administrative Offices, 1 Main Street, Pepperell, Massachusetts, for a sprinkler system installation, until 1:00 PM local time, Thursday, December 14, 2023, at which time bids will be opened and publicly read aloud in Conference Room A of Town Hall. Bids submitted after this time will not be accepted.

The work under this contract is for a sprinkler system installation at the 38 Park Street, Fire Headquarters of the Town of Pepperell.

The scope of this project includes the installation of a new automatic wet-pipe and dry-pipe sprinkler system throughout the existing municipal fire station located at 38 Park Street in Pepperell, MA. The system has been designed in accordance with the requirements of NFPA 13 (2013 Edition) and the Massachusetts State Building Code (Chapter 9, 2015 Edition) with Massachusetts Amendments.

The project is further defined on specifications in Appendix B and a plan set as shown in Appendix C.

Copies of the Contract Documents may be downloaded from the town of Pepperell website at <https://town.pepperell.ma.us/268/Opportunities-Bids-Openings> or by contacting Brian Borneman, Pepperell Fire Chief, at bborneman@town.pepperell.ma.us

An optional site walkthrough will be held at 11:00 am on Monday, November 27, 2023 at 38 Park Street, Pepperell, Massachusetts.

Bid deposit required: not less than 5% of the value of the contract in the form of a bid bond, cash or certified or treasurer's check payable to the Town of Pepperell.

Payment bond will be required: 50% of the contract price.

Certificate of Insurance will be required in amounts set forth in the contract documents.

Massachusetts Prevailing Wage Rates apply to this project under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended.

The Town of Pepperell reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Andrew MacLean
Town Administrator
November 8, 2023

INSTRUCTIONS TO BIDDERS

1.01 Definitions

- A. Bidding documents include the advertisement, Invitation to Bid, Instructions to Bidders, Form for General Bid, Bidder's Qualification Forms, prevailing wage form, specifications, plans, and the proposed contract documents including any addenda issued prior to receipt of bids. The Contract Document proposed for the work consists of the General Contract for the Provision of Goods and/or Professional Services between the contractor and the Town of Pepperell, Certificate by Corporation to Sign Contract, Statutory Provisions for Massachusetts Public Construction Contracts, the specifications, and all addenda issued prior to and all modifications issued after the execution of the contract.
- B. All definitions set forth in contract documents are applicable to the bidding documents.
- C. Addenda are written or graphic instruments issued by the Town of Pepperell prior to the execution of the contract, which modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
- D. A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the bidding documents.
- E. The base bid is the sum stated in the bid for which the bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.

1.02 Copies of Bidding Documents

- A. Bidders may obtain complete sets of the bidding documents from the issuing office designated in the advertisement or invitation to bid.
- B. Bidders shall use complete sets of bidding documents in preparing bids. The Town of Pepperell assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- C. The Town of Pepperell in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

1.03 Bidder's Representations

- A. Each bidder, by making his/her bid, represents that:
 - 1. He/she has read and understands the bidding documents and his/her bid is made in accordance therewith.
 - 2. He/she has visited the site, has familiarized themselves with the local conditions under which the work is to be performed and has correlated his/her observations with the requirements of the proposed contract documents.
 - 3. His/her bid is based upon the materials, systems and equipment required by the bidding documents without exception.
- B. By signing and submitting a bid, each bidder represents that in regard to the conditions affecting the work to be done and the labor and materials needed, his/her general bid is based solely on his familiarization with the site in conjunction with the plans and specifications and not on

any oral or other representations of any employee, officer, agent or consultant of the awarding authority.

1.04 Walkthrough and Interpretation and Correction of Bidding Documents

- A. An optional site walkthrough will be held at 11:00 am on Monday, November 27, 2023 at 38 Park Street, Pepperell, Massachusetts.
- B. Bidders shall promptly notify Brian Borneman by phone or email at 978-433-2113 or bborneman@town.pepperell.ma.us of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents or the site and local conditions. Notification to anyone other than Brian Borneman will not be considered proper notification.
- C. Bidders requesting clarification or interpretation of the bidding documents shall make a written request which shall reach Brian Borneman, Pepperell Fire Chief, 38 Main Street, Pepperell, MA 01463, or via email at bborneman@town.pepperell.ma.us. Bidders should request clarification or interpretation at least ten (10) days prior to the date for receipt of bids to allow sufficient time for the Town to respond. A request within seven (7) days of bid opening may not extend the bid due date.
- D. Any interpretations, corrections or changes to the bidding documents will be made by addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections or changes.

1.05 Addenda

- A. If the Town determines a response to questions or an amendment to the bid documents is necessary, the Town will issue an Addendum to the IFB. Addenda will be sent by e-mail to all persons on record as having registered with current contact information including the name and address of the interested firm or individual, a valid e-mail address, and phone number. It is the responsibility of all Bidders to register on the Town of Pepperell website at <https://town.pepperell.ma.us/bidregister> to receive the bid documents and any addenda that may be issued. Notwithstanding the foregoing, it is the IFB bidder's responsibility to ensure that it has obtained all IFB Addenda issued prior to the submission deadline.
- B. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
- C. Each bidder shall ascertain prior to submitting his/her bid that he/she has received all addenda issued, and he/she shall acknowledge their receipt in his/her bid.

1.06 Preparation of General Bids

- A. Every bid must be submitted on the prescribed Form for General Bid, and must include the following required Forms:
 - Statement of Corporate Authority (*if applicable*)
 - Bid Deposit Form
 - Certificate of Tax Compliance,
 - Certificate of Non-collusion
 - Certificate of OSHA compliance

Copies of all required forms are included with the bidding documents and are available without charge by contacting Paul Brinkman.

- B. Every bid must be complete and may not be conditional or obscure, or contain any addition not called for. All blank spaces shall be filled in, in ink or typewritten, in words and figures as directed on the bid forms. The Town reserves the right to reject any and all bids which are incomplete, conditional or obscure, or contain additions. The Town further reserves the right to waive technicalities or minor informalities, and to correct clerical errors as may be in the interests of the Town.
- C. All bids for this project are subject to the provisions of Massachusetts General Laws c. 30B, c. 30 Section 39M and c. 149 as amended.

1.07 Bid Deposit

- A. Every general bid must be accompanied by a bid deposit equal to five percent (5%) of the bid amount in the form of a bid bond, cash, or a certified or treasurer's or cashier's check, issued by a responsible US bank or trust company, payable to the Town of Pepperell.
- B. Every bid which is not accompanied by the required bid deposit will be rejected.
- C. The bid deposits of all bidders, except those of the three (3) lowest responsible and eligible bidders, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. The bid deposits of the three (3) lowest responsible and eligible bidders will be returned upon the execution and delivery of a signed agreement, or if no award is made, upon the expiration of thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids; except that, if any bidder fails to execute and agreement or fails to furnish the required payment bond, his/her bid deposit shall become and be the property of the Town of Pepperell as liquidated damages.

1.08 Submission of Bids

Each bid shall be submitted on the Form for General Bid furnished loose and separately with the bid documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures. Use figures alone only where no space is provided for words. The Form for General Bid must be signed by the bidder. The Form for General Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside: **2023-FD01-Sprinkler System Installation**

- A. If the bid is mailed, the bidder shall enclose his/her sealed bid in an outer envelope addressed as follows:

FROM: (Bidder's name and business address)
TO: Pepperell Fire Department
c/o Fire Chief Brian Borneman
1 Main Street
Pepperell, MA 01463

- B. All bidders are cautioned to allow ample time for transmittal of bids. Bids received after the specified time and date will not be accepted nor recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

- D. Any bid may be withdrawn prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received nor recognized.

1.09 Right to Reject Bids

- A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so.
- B. Any bid containing a unit price which is unduly high or low may be rejected as unbalanced.

1.10 Method of Award

- A. The contract will be awarded to the lowest responsible and eligible bidder as defined in MGL c. 30, §39M. The award of contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.
- B. The thirty (30) day time limit will not apply to a second or subsequent award made after the expiration of the time limit because the first lowest responsible and eligible bidder fails to execute the agreement or to furnish a payment bond as required.

1.11 Scope of Services

Special Conditions: See listing on page 21.

Specifications and Plans: See Appendices B and C (separate documents / download)

Defective Material:

Material not conforming to the stated specifications shall be rejected and removed by the Vendor. Failure to remove and replace defective material by the Vendor shall have the Town remove the same. The cost of such removal and replacement will be deducted from any monies due to the Vendor.

Insurance Requirements:

The Contractor shall provide Certificates of Insurance coverage as listed below and shall be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Said insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

Certificates evidencing that such insurance are in full force and effect shall be delivered to the Town simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination.

The Contractor's Liability Policies shall be so written that the Town of Pepperell shall be named as "**Additional Insured**" and that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation, and shall include:

1. Workers' Compensation Insurance and Employer's Liability as required by the General Laws of the Commonwealth of Massachusetts.

2. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit.
3. Vehicle Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per accident.

Payment:

Payment shall be made on requisitions submitted within thirty (30) calendar days following the month during which the goods and/or services are delivered.

1.12 Execution of Contracts

1.13 Sales Tax

Bidders shall not include in their bid any tax imposed upon the sales or rentals of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to construct and complete the work of this contract.

1.14 Proprietary Materials

Attention is directed to the provisions of MGL c. 30, §39M, which requires full competition of each item of material to be furnished under contracts for public work, excepting those items recorded in the public record of the Awarding Authority, deemed to be in the public interest.

1.15 Payment Bond

The bidder who is selected as the supplier/contractor shall execute the agreement with the owner within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof in accordance with his/her bid, and shall furnish with the executed agreement a payment bond of which shall be in the sum of fifty percent (50%) of the contract price, and premiums for which are to be paid by the supplier/contractor and are included in the contract price. The forms for the bonds are contained herein. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Awarding Authority. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

FORM FOR GENERAL BID

Sprinkler System Installation

To: Town of Pepperell

The Undersigned proposes to furnish all labor and materials, including police details required for the delivery of

2023 – FD01 Sprinkler System Installation

in accordance with the accompanying plans and specifications provided by the Town of Pepperell, **as specified in the Scope of Work**, for the contract price specified below, subject to additions and deductions, if any, according to the terms of the specifications. For the purpose of determining contract price adjustments due to additions and deductions, if any, the bidder agrees to perform the work according to the unit prices submitted in the supplemental bid tabs on the following sheets.

A. This bid includes addenda numbered: _____

Base Bid Price should equal the total of Unit Prices

BASE BID PRICE (NUMERICAL): \$ _____

BASE BID PRICE (WRITTEN): _____

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____

Submitted By/Title: _____

Email: _____

Date: _____

The undersigned agrees that if he is selected as contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials, of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority in the sum of 50% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned further 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 subsection, the word *person* shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public

construction work in the Commonwealth under the provisions of MGL c.29, §29F, 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 a bid, the undersigned represents that in regard to the conditions affecting the work to be done and the labor and materials needed, his/her bid is based on his/her familiarization with the site in conjunction with the plans and specifications and not on any oral or other representations of any employee, officer, agent or consultant of the Awarding Authority.

(Signature of Bidder)

BY:

(Name and Title of Person Signing Bid)

(Business Address)

(City, State, and Zip Code)

(Telephone Number)

(Email Address)

BID DEPOSIT FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as Surety, are

hereby held and firmly bound unto the Town of Pepperell, in Pepperell, Massachusetts, as Owner, in the penal

sum of _____ for the payment for which, well

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,

successors and assigns. Signed this _____ day of _____ 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Pepperell a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to

2023 – FD01 Sprinkler System Installation

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute a deliver a contract in the Form of Contract attached (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by acceptance of said bid this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligations as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(LS)

(Principal)

(Surety)

Seal

STATEMENT OF CORPORATE AUTHORITY

I hereby certify that I am the Clerk/Secretary of _____
(insert full name of corporation)

corporation, and that _____
(insert the name of officer who signed the contract and bonds.)

is the duly elected _____
(insert the title of the officer)

of said corporation, and that on _____
(the date must be ON OR BEFORE the date the officer signed the contract or bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that _____ (insert name from above) the _____ (insert title from above) of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Name: _____
(Please print or type name of attesor.)

Date: _____
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

The name and signature of attesor must be that of the Clerk or Secretary of the corporation.

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under the penalties of perjury that the Company named below, to the best of my knowledge and belief, has filed all state tax returns and have complied with reporting of employees and contractors, and withholding and remitting of child support and paid all state taxes required by law.

Social Security or Federal I.D. Number*

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

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

CERTIFICATE OF NON-COLLUSION

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:
The undersigned certifies under 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 section the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

CERTIFICATE OF OSHA COMPLIANCE

Pursuant to M.G.L. c.30, §39S, any person submitting a bid for, or signing a contract to work on, a public building or public works project estimated to cost more than \$10,000, must certify under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training. M.G.L. c.30, §39S applies to the commonwealth, its political subdivisions, and to any county, city, town, district or housing authority.

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

CONTRACTOR REFERENCES

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals are as follows:

(Attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his/her experience, skill and business standing (add supplementary page if necessary).

#	Completion Date	Project Name	Contract Amount	Reference Name	Telephone No.
1					
2					
3					

4. Bank reference _____
(Name)

(Bank)

(Address) (Telephone No.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on the date indicated above.

AGREED:

Town of Pepperell, by its Select Board

_____ Date: _____
Mark Matthews, Chair

_____ Date: _____
Anthony Beattie, Clerk

_____ Date: _____
Charles Walkovich

CONTRACTOR:

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

CONTRACT NO. 2023-FD01

Approved as Chief Procurement Officer:

By _____ Date: _____
Andrew MacLean, Town Administrator

Approved as Project Manager:

By _____ Date: _____
Brian Borneman, Fire Chief

Approved as to Form:

By _____ Date: _____
KP Law, P.C., Town Counsel

In accordance with 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 Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By _____ Date: _____
William Schlosstein, Director of Finance

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____, a corporation organized under the laws of _____ and having a usual place of business in _____ in the County of _____ and the State of _____, as PRINCIPAL, and _____ a corporation organized under the laws of _____ and having a usual place of business in _____ in the County of _____, Massachusetts, as SURETY, are held and firmly bound under to the Town of Pepperell, in Pepperell, Massachusetts, as OBLIGEE in the sum of _____ DOLLARS (\$ _____) lawful money in the United States of America, for payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves and our respective heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____, 2023. _____, in Pepperell, Massachusetts, which Contract in its entirety, including any Addenda is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligations is such that if the Principal shall pay for labor performed or furnished and materials used or employed in such construction, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Principal for use as a component part of said building so as to be unsuitable for use elsewhere, even though such materials has not been delivered and incorporated into the building, but only to the extent that such specially fabricated material is in conformity with the Contract and Specifications or any changes therein duly made; and shall pay transportation charges for materials used or employed therein, which are consigned to the Contractor or Subcontractor who has a direct contractual relationship with the Contractor; and shall pay any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction; and shall pay transportation charges directly related to such rental or hire; and shall pay any sums due trustees or other persons authorized to collect such payments from the Principal based upon the labor performed or furnished as aforesaid for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Principal, all in accordance with the provisions of the General Laws, Chapter 149, §29, and other sections of said Chapter and all acts amendatory thereof or supplementary thereto (this bond being in compliance with the requirements of said chapter to furnish security thereunder), then this obligation shall be null and void: otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officials or agents, this _____ day of _____, 2023.
ATTEST

Principal

By: _____
Title

SEAL

Surety

By: _____
Attorney in Fact

SEAL

SPECIAL CONDITIONS

1. All certified payroll slips must be submitted as part of the pay requisition package for each individual pay requisition request, for each contractor and sub-contractor that has performed work under this contract, up to date of the current pay requisition before the pay requisition will be processed and paid.
2. The Contractor shall have a designated Project Manager, or a designated Foreman, in the field at all times while work is taking place. The Project Manager or designated Foreman shall have the authority to agree on quantities and items with the Engineer and have all decision making ability on behalf of the Contractor.
3. Under this contract, the Contractor agrees to complete "Punch List of Items" assembled by the Pepperell Building Commissioner or designee. The "Punch List of Items" will be completed before the final payment requisition is processed. All the items will be paid for under the appropriate bid item under this contract.
4. Building operations must be maintained at all times during installation activities. The work is in areas that are critical to the public safety of the Town of Pepperell. The following considerations apply when conducting the work:
5. Working days are Monday through Friday from 7:00 AM to 5:00 PM. Any work outside of these hours must be pre-approved by the Pepperell Fire Chief or his/her designee.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 811 or 1-888-344-7233.

WAGE RATE REQUIREMENTS

The following pages comprise the Compliance Forms, Work Classifications and Minimum Wage Rates as determined by the Massachusetts Department of Labor and Industries for this project.

Notice to Awarding Authorities and Contractors

The Massachusetts Prevailing Wage Law M.G.L. ch. 149, § 26 – 27

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public buildings projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

Statement of Compliance

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE	
_____, 20____	
I, _____,	_____
<small>(Name of signatory party)</small>	<small>(Title)</small>
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
<small>(Contractor, subcontractor or public body)</small>	<small>(Building or project)</small>
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

05/14

Weekly Payroll Report Form

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:												
Employer's Signature:		Title:		Contract No.:		Tax Payer ID Number:												
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet Number:												
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions														
Employee Name & Complete Address	Work Classification:	Employee is OSHA certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority
 / /

Appendices

All appendices are separately downloadable from the Town of Pepperell website:

<https://town.pepperell.ma.us/268/Opportunities-Bids-Openings#bids>

Contact Andrew MacLean, Town Administrator, at 978 650-1621, if unable to locate documents.

Appendix A
Department of Labor Minimum Wage Rates

Appendix B
SPECIFICATIONS

Appendix C
PLANS

Appendix D
Sample Contract