

INVTORBD

**TOWN OF EASTHAM
DEPARTMENT OF PUBLIC WORKS**

CONSTRUCTION SPECIFICATIONS FOR

Dredge Rock Harbor

**Engineer:
CLE Engineering, Inc
15 Creek Road
Marion, MA 02738**

MARCH 12, 2014

It is the responsibility of every bidder who receives this bid and all associated documents electronically to check for any addenda or modification to this solicitation, if they intend to respond. The Town of Eastham accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. 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.

TABLE OF CONTENTS

SECTION	TITLE	Page
	Table of Contents	2
1	Invitation for Bid	3
2	Instructions to Bidders	5
3	General Conditions	11
4	Special Conditions	16
5	Proposal Submittal	20
6	Form for General Bid	21
7	Wage Rates	29
8	Agreement	31
9	Payment Bond	33
10	Performance Bond	34
11	Acceptance of Bid	35
12	Notice to Proceed	36
13	Application & Certification for Payment	37
14	Tax Exemption Number	39
15	Change Order	40
16	Project References	41

Prevailing Wage Sheets

SPECIFICATIONS

EXHIBIT A Specifications and Drawings

EXHIBIT B Sediment Grain Size Analysis

SECTION 1

INVITATION TO BID

The Town of Eastham is requesting bids for the following:

Dredge Rock Harbor – The Town of Eastham is serving as the lead jurisdiction in a collaborative bid process to contract for the Dredging of Rock Harbor. The lead jurisdiction procures the services and awards a contract for the benefit of both towns but each town will accept sole responsibility for payment for any purchase it makes under the contract. Under this contract, the centerline of the channel will be used to determine payment for services. Estimated quantities are included in the bid sheets.

This contract is subject to appropriation of funding by Eastham and Orleans. Permitting is underway.

The base bid is for the mechanical dredging of the Basin, which is identified as AREA 1, with dredge spoils disposed of at the Cape Cod Bay disposal site. Work includes removal and replacement of piles

A bid alternate for mechanical dredging of the Channel (AREA 2) with disposal of the spoils also at the Cape Cod Bay disposal site is included. Given limited dewatering areas, mechanical dredging and offshore disposal would be easier for the Towns.

Bid items for “environmental bucket” and “turbidity curtain” are included for use if required by permit.

Sealed bids will be received at the Eastham Town Hall, 2500 State Highway, Eastham, MA 02642 until **2:00 P.M. on April 2, 2014**

The contractor shall furnish all equipment, tools, labor and materials to complete project in accordance with specifications.

Bid specifications may be obtained at the Town of Eastham website at www.town.Eastham-ma.gov or at no charge from Eastham Town Hall, at the above address. Bids shall be in a sealed envelope bearing the words “Dredge Rock Harbor”. Bids will be publicly opened at the address indicated above, on **2:00 P.M. on April 2, 2014**.

A bid may not be withdrawn by the bidder for a period of sixty (60) days after the day of the bid opening.

The successful bidder will be required to furnish payment bond and performance bonds each in the amount of *one hundred (100%) percent* of the contract amount.

To receive consideration, proposals shall be submitted on the appropriate forms no later than the above date and time schedule for the opening. Proposals must be accompanied by a bid security in the amount of **five (5%) percent of the bid price**. If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Eastham, the bid security shall be forfeited to and become the property of the Town. To receive consideration, proposals shall be submitted no later than the above date and time for the opening. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. OSHA certification required.

An optional pre-bid conference will be held on **March 20, 2014 at 1:00 P.M** at Eastham Town Hall, 2500 State Highway, Eastham, MA

Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Eastham. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 30 S.39M, and all other applicable Massachusetts General Laws.

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.

The Town of Eastham reserves the right to reject any or all proposals or to accept any proposal that appears to be in the best interest of the Town.

END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

- A. The Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Contract Agreement, Payment and Performance Bonds, Labor Rates, Itemized Proposal, and Application and Certification for Payment and all other documents in these Project Specifications and Drawings referenced in the Agreement, as well as any addenda issued prior to receipt of bids, compose the Contract Documents.
- B. Copies of these documents are available on Town website at www.town.Eastham-ma.gov or without deposit from the Town of Eastham, 2500 State Highway, Eastham, MA 02642

2. BID FORMS

- A. All bids must be submitted on the forms bound herein. 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 to the above address in a sealed envelope containing the bid, properly marked "DREDGE ROCK HARBOR".

It is the responsibility of the bidder to insure that bids are delivered to the specified location prior to the time and date designated.

- 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, Chapters 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 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 Eastham. Personal checks and cash 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 therefor 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 Payment Bond as required, the amount so received from such bidder through their bond, certified check, treasurer's or cashier's check

as bid deposit shall become the property of the Town of Eastham, as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Eastham 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 bidder, their deposit shall be returned to them.

- D. In cases where a permit has not yet been received by the Town, the Contractor shall base their bid on the information in these bid documents. Upon receipt, the Town will provide the permits to the Contractor. It is the responsibility of the Contractor to review the permits and notify the Town if permit requirements differ from those in these specifications and justify revision of prices. Any change in contract value shall be addressed through the process described in Section 3-10 General Conditions, Changes to work.
- E. 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 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 understood the bidding documents.
- B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site 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 a written request to the Purchasing Agent for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or correction will be issued as an addendum by the Purchasing Agent. 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 Town 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 telegram, by U.S. mail, or successful facsimile to the address furnished by the bidder for transmittal of mail. Telegraphic addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Town of Eastham 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 Town of Eastham 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

In evaluating Bids, Owner shall consider the qualifications of the Bidders (including past performance for the Owner), whether or not the Bids comply with the prescribed requirements, and unit prices if requested in the Bid forms. Owner shall award the Contract to the lowest, qualified, responsive, and responsible Bidder. A total of two negative or poor references (or one negative or poor reference within the last 6 months), or poor performance on past projects for the Owner shall constitute a reason to consider a Bidder nonresponsible.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the Contract is to be awarded it will be awarded to the lowest, qualified, responsive, and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

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

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 Town of Eastham.

10. 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.

11. WORK TIME LIMITS

A. A work schedule shall be submitted at the time of delivery of the property executed contract and contract bonds to the Awarding Authority, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town of Eastham 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. Work schedule is to be determined as mutually agreed between Town and Contractor at the time of award.

12. TAX EXEMPTION

The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-140 shall be used in lieu thereof.

13. ACCEPTANCE OF PROPOSALS

Within thirty (60) days after the opening of the proposals the Town of Eastham 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 Town of Eastham and accompanied by Contract and Payment Bond forms. No other act of the Town of Eastham 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.

14. TIME FOR EXECUTING CONTRACT AND PROVIDED CONTRACT BOND

- A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within five (5) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

15. PAYMENT OF EMPLOYEES

- A. For work done in the Town of Eastham, 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 therefor.
- 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 (60) 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.

17. TIME FOR COMPLETION

- A. The work shall commence at the time stated in the notice to the Contractor to proceed and shall be substantially completed as indicated. Notice to proceed may be given to the Bidder on any date after the Bidder has executed the contract and furnished the performance and payment bonds with all insurance herein required. The Town and the Contractor recognize that time is of the essence to this agreement in regard to the safety and security of the children within the Town.

END OF SECTION

**SECTION 3
GENERAL CONDITIONS**

1. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Agreement, the General Conditions, Special 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 Town. 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 therefor, 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 Town of Eastham 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. TOWN OF EASTHAM

- A. The Town of Eastham will provide general administration of the Contract.
- B. The Town of Eastham shall at all times have access to the Work wherever it is in preparation and progress.
- C. The Town of Eastham 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 Town of Eastham, they will endeavor to guard against defects and deficiencies in the Work of the Contractor. The Town of Eastham will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town of Eastham will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they 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 Town of Eastham will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Paragraph 8.
- E. The Town of Eastham will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- F. The Town of Eastham will have authority to reject Work that does not conform to the Contract Documents.

3. CONTRACTOR

- A. The Contractor shall perform, supervise, and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction and installation 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 Town of Eastham 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 Town of Eastham 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 required and as directed for approval of the Town of Eastham 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 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. At the end of each workday, the Contractor will be responsible to secure the building openings being worked on in a manner satisfactory to the Owners Project Manager.
- H. The contractor shall indemnify and hold harmless the Town and the Town of Eastham and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town of Eastham or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor of any Subcontractor under Workmen's Compensation acts, disability benefits acts or other employee benefits acts.

- I. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Town of Eastham at once.
- J. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

4. 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 Town of Eastham 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 Town of Eastham 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.

5. SEPARATE CONTRACTS

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

6. 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 Town of Eastham may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Town of Eastham may determine.

7. PAYMENTS

- A. Payments shall be made as provided under Special Conditions, Section 4.0.
- B. Payments may be withheld on account of 1) defective work not remedied, 2) claims filed, 3) failure of the Contractor to make payments properly to the Subcontractors or for labor, materials, or equipment, 4) damage to another contractor, 5) non-submission of required payroll and workforce documents, or 6) unsatisfactory prosecution of the Work by the Contractor.
- C. Final payments shall not be due until the Contractor has delivered to the Town of Eastham 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 Town of Eastham indemnifying him against any lien.

- D. The making of final payments shall constitute a waiver of all claims by the Town of Eastham 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.

8. 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 all employees on the Work and other persons who may be affected thereby; all the Work and all the materials and equipment to be incorporated therein; and other property at the site or adjacent thereto. He 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 Town of Eastham 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.

9. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen's compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4-3. Certification of such insurance shall be filed with the Town of Eastham, to the attention of Town Administrator, 2500 State Highway, Eastham, MA 02642.

10. CHANGES IN THE WORK

- A. The Town of Eastham 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 Town of Eastham or their duly authorized agent.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Town of Eastham from a Change in the Work shall be determined by mutual agreement.

11. 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.

12. NON-DISCRIMINATION

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

13. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Town of Eastham. Prevailing Wage Rates sheets issued for this specific project for the Town of Eastham attached hereto applies to this requirement.

14. TERMINATION OF CONTRACT

Termination of Contract. 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 violations 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.

END OF SECTION

SECTION 4

SPECIAL CONDITIONS

1. MEASUREMENT AND PAYMENT

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 Town 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 Town 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.

2. PARTIAL AWARD

- A. The Town of Eastham 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.

3. INSURANCE

Insurance Requirement

1. **Indemnification** - The Contractor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the TOWN.

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 Eastham. 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 Eastham, its elected or duly appointed offices, 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 Eastham 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 Eastham.

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 Eastham.

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 Eastham 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 Eastham 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 Eastham.

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 (as applicable to each requirement)

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. Pollution Liability Insurance (as applicable to each requirement)

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000.00). (*Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.*)

8. Other Liability

The Town of Eastham 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.

END OF SECTION

SECTION 5

PROPOSAL SUBMITTALS

The following pages in Section 5 must be filled out in their entirety by the Bidder and submitted with the bid. Additionally 5% bid deposit must be submitted by the Bidder.

Form for General Bid	Page 20
State Tax Certification Clause	Page 28
Certificate of Non-Collusion	Page 28
Project Reference Sheet	Page 41

SECTION 6

BID FORM

BID IDENTIFICATION: **Dredge Rock Harbor
Eastham, Massachusetts**

THIS BID IS SUBMITTED TO:
**(Name and Address
of Owner)** **Sheila Vanderhoef, Town Administrator
2500 State Highway
Eastham, Massachusetts 02642**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with OWNER, to furnish all labor and materials complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the Contract period and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.	
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
5. 4. BIDDER will complete all the Work assigned for the unit prices listed in the Bid Form. BIDDER agrees that all Work pertaining to Contract will be fully completed by **April 15, 2015**.

6. The following documents are attached to and made a condition of this Bid:

6.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

7. Communications concerning this Bid shall be addressed to:

Company Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Bidder's Contact Person: _____

8. Bid comparison will be based on the lowest total price of Base Bid and accepted Alternates. Alternates will be accepted at the owner's discretion. If both the Base Bid (Area 1 Basin) and Alternate 1 (Area 2 Channel) are awarded, the Contractor shall dredge both areas as a single project in conformance with these specifications. There will be no additional payment for Mobilization/Demobilization for Alternate 1.

9. 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

10. The undersigned also certifies: 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; and, that all employees 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.

11. 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 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 the contract price, the premiums for which are to be paid by the contractor and are included in the contract price.

Date: _____

Name of Bidder

By: _____
Name and Title of Person Signing Bid

Business Address

City State Zip

Telephone

**SCHEDULE OF PRICES – MECHANICAL DREDGE BID
ROCK HARBOR DREDGING PROJECT
AREA 1 (BASIN) BASE BID**

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
02000-1	35 in Orleans, 22 in Eastham ASSUME 57, TO BE DETERMINED (TBD)	TIMBER PILE REMOVAL/ RE-INSTALLATION _____ Dollars () per EACH				
02000-2	10 EACH TBD	TIMBER PILE (OAK) REPLACEMENT _____ Dollars () per EACH				
02000-2a	10 EACH TBD	TIMBER PILE (GREENHEART) REPLACEMENT _____ Dollars () per EACH				
02405-1	1 LS	MOBILIZATION/ DEMOBILIZATION/ MECHANICAL DREDGING _____ Dollars () per LUMP SUM				
02405-2	25,380 CY (ESTIMATE- TBD BY PRE- DREDGE SURVEY)	MECHANICAL DREDGING WITH CLAMSHELL BUCKET _____ Dollars () Per CUBIC YARD				
02405-3	2 TON	DEBRIS DISPOSAL _____ Dollars () per TON				
02405-4	1 TON	SPECIAL DEBRIS DISPOSAL _____ Dollars () per TON				

TOTAL AREA 1 DREDGE BASE BID AMOUNT						

**SCHEDULE OF PRICES – MECHANICAL DREDGE BID
ROCK HARBOR DREDGING PROJECT
AREA 2 (CHANNEL) BID ALTERNATE 1**

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
02000-1	8 in Orleans, 0 in Eastham ASSUME 8, TO BE DETERMINED (TBD)	TIMBER PILE REMOVAL/ RE-INSTALLATION _____ Dollars () per EACH				
02000-2	5 EACH TBD	TIMBER PILE (OAK) REPLACEMENT _____ Dollars () per EACH				
02000- 2a	5 EACH TBD	TIMBER PILE (GREENHEART) REPLACEMENT _____ Dollars () per EACH				
		NOTE MOBILIZATION/DEMOBILIZATION PAID AS PART OF AREA 1 BASE BID				
02405-2	13,220 CY	MECHANICAL DREDGING WITH CLAMSHELL BUCKET _____ Dollars () Per CUBIC YARD				
02405-3	5 TON	DEBRIS DISPOSAL _____ Dollars () per TON				
02405-4	1 TON	SPECIAL DEBRIS DISPOSAL _____ Dollars () per TON				
TOTAL AREA 2 DREDGE ALTERNATE 1 BID AMOUNT						

**SCHEDULE OF PRICES – MECHANICAL DREDGE- BID ALTERNATE 2
 AREA 1 (BASIN) ENVIRONMENTAL BUCKET
 ROCK HARBOR DREDGING PROJECT**

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS CENTS		AMOUNT DOLLARS CENTS	
02405-2a	25,380 CY (ESTIMATE - TBD BY PRE- DREDGE SURVEY)	MECHANICAL DREDGING WITH ENVIRONMENTAL BUCKET IF NEEDED BY PERMITS UNCONFINED OFFSHORE DISPOSAL AT CCBDS _____ Dollars () per CUBIC YARD				
TOTAL ENVIRONMENTAL BUCKET DREDGE BID ALTERNATE 2						

**SCHEDULE OF PRICES – MECHANICAL DREDGE- BID ALTERNATE 3
 AREA 2 (CHANNEL) ENVIRONMENTAL BUCKET
 ROCK HARBOR DREDGING PROJECT**

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS CENTS		AMOUNT DOLLARS CENTS	
02405-2b	13,220 CY (ESTIMATE - TBD BY PRE- DREDGE SURVEY)	MECHANICAL DREDGING WITH ENVIRONMENTAL BUCKET IF NEEDED BY PERMITS UNCONFINED OFFSHORE DISPOSAL AT CCBDS _____ Dollars () per CUBIC YARD				
TOTAL ENVIRONMENTAL BUCKET DREDGE BID ALTERNATE 3						

**TOWN OF EASTHAM
INVITATION TO BID
DREDGE ROCK HARBOR**

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 the certification the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of individual signing bid

Business Name

STATEMENT OF TAX COMPLIANCE

Pursuant to MGL. Chapter 62C, Section 49 A, I hereby certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal Identification Number

Signature of individual signing bid

SECTION 7

PREVAILING WAGE RATES

(see prevailing wage sheets attached hereto at the end of document)

SECTION 8

AGREEMENT BETWEEN CONTRACTOR AND TOWN OF EASTHAM

THIS AGREEMENT, made this _____ day of _____ 2014 by and between the TOWN OF EASTHAM, Massachusetts, hereinafter called Town of Eastham, 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 TOWN OF EASTHAM, the CONTRACTOR hereby agrees with the TOWN OF EASTHAM to commence and complete the Dredge of Rock Harbor, thereafter 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 dated March 10, 2014 and the Construction Specifications/Invitation for bid dated March 10, 2014, all of which are made a part hereof and collectively evidence and constitute the Contract.

Construction may begin after October 31, 2014 and work shall be completed by April 15, 2015.

THE TOWN OF EASTHAM agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 1 MEASUREMENT AND PAYMENT of the Special Conditions.

CONTRACT AMOUNT \$ _____

The total payment shall not exceed this contract amount, without the written authorization of the Town of Eastham.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Eastham
By its Town Administrator

By: _____
Name:
Title:

Printed Name:

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

By _____
(Town Accountant)

Approval as to Form.

Town Counsel

SECTION 9
PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENT, THAT

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

lawful money of the United States of America, to be paid to the Town of Eastham, Massachusetts, for which payments, as well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This amount represents 50% of the contract price.

WHEREAS, the said principal has made a contract with the Town of Eastham, Massachusetts, bearing the date of _____ of _____, 2014, for the construction project

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 unto set our hands and seals to this
_____ day of _____, 2014

(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 Eastham,

Massachusetts, in the sum of _____

_____ lawful money of the United States of America, to be paid to the Town of Eastham, 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 Eastham, Massachusetts, bearing the date of _____, 2014, for the construction of the Project

_____ Dredge Rock Harbor _____

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 Eastham, 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 _____, 2014.

Seal

By: _____

By: _____

SECTION 11
ACCEPTANCE OF BID
TOWN OF EASTHAM

_____, 2014

_____ is herewith
notified that their bid for **DREDGE ROCK HARBOR** _____
_____ in the amount of _____
submitted on _____ has been accepted.

Please complete the attached "AGREEMENT BETWEEN CONTRACTOR AND TOWN OF EASTHAM,"
"PAYMENT BOND" and "PERFORMACE BOND" forms and return to this office together with a Certificate of
Insurance.

Sheila Vanderhoef, Town Administrator

SECTION 12
TOWN OF EASTHAM
NOTICE TO PROCEED

DATE: _____, 2014

SUBJECT: CONTRACT: _____

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.

Sheila Vanderhoef, Town Administrator

FIRST ENDORSEMENT

TO: Town of Eastham
2500 State Highway
Eastham, MA 02642

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

under contract _____

By: _____

Date: _____

SECTION 13

APPLICATION & CERTIFICATION FOR PAYMENT

CONTRACT # DPW 2014-1
TITLE **Dredge Rock Harbor**
CONTRACTOR _____

TO: Town of Eastham
2500 State Highway
Eastham, MA 02642

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 Town of Eastham 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 Town of Eastham, 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 EASTHAM
2500 State Highway
Eastham, MA 02642**

(508) 862-4090

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 Eastham, all materials used on these projects are tax exempt.

Our Tax Exempt number is E-046-001-140.

SECTION 15

TOWN OF EASTHAM CHANGE ORDER

CHANGE ORDER NO. _____ DATE: _____

CONTRACT NO. _____ PROJECT NO. _____

CONTRACT TITLE: **Dredge Rock Harbor**

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

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 EASTHAM

By: _____ Date: _____
Diane Rommelmeyer, Town Accountant
Verify funds are available for this Change Order

By: _____ Date: _____
Sheila Vanderhoef, Town Administrator

By: _____ Date: _____
Neil Andres, Superintendent DPW

**SECTION 18
PROJECT REFERENCES**

Bidders must provide a list of at least 5 references to which similar projects have been completed, along with a name of a contact person and phone numbers. (municipalities desired, if applicable)

1. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

2. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

3. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

4. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

5. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

DREDGE ROCK HARBOR
Exhibit A
Specifications and Drawings

