

PROJECT MANUAL AND CONTRACT

SPECIFICATIONS FOR

Historic Southampton Town Hall Masonry Repair and Stairs Restoration Phase I

Located at 8 East Street, Southampton, Massachusetts

August 2025

Prepared for: Town of Southampton
210 College Highway, Suite 7
Southampton, MA 01073

Project Funded By:

U.S. Department of the Interior, National Parks Service
Paul Bruhn Historic Revitalization Grant Program

Project Team

Owner: Town of Southampton, Massachusetts

Owner Contact:

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Town of Southampton

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PROJECT MANUAL AND CONTRACT SPECIFICATIONS – HISTORIC SOUTHAMPTON TOWN HALL

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INVITATION FOR BID

Town of Southampton

Historic Southampton Town Hall Masonry Restoration and Removal of Concrete Ramp

GENERAL

The Town of Southampton invites sealed Bids for the Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I. The project includes the furnishing of all labor, equipment and materials required to masonry restoration, and removal of the concrete ramp to preserve and restore the building's exterior historic appearance and determine existing conditions of the historic stairs beneath the ramp. This project is being funded by the U.S. National Parks Service (NPS), Paul Bruhn Historic Revitalization Grant. The project has received categorical exclusion from further NEPA analysis and has also gone through the Section 106 process and is approved to go forward with physical work. Please note that masonry cleaning should be completed with a water pressure of no more than 200 psi.

Contract documents, including specifications, may be obtained electronically beginning August 6, 2025, at 9:00 AM by contacting Bradley Okscin (bokscin@townofsouthampton.org) at the Town of Southampton.

All bids for this project are subject to the provisions and minimum wage rates required by M.G.L. c.149 as amended, and M.G.L. c.149, §§26 to 27H, inclusive, or by the federal Davis-Bacon wage rates, whichever hourly rate is higher. Bidders on the work shall also make a good faith effort to achieve the goals of the Federal Minority and Women's Business Enterprise (MBE/WBE) policy regarding utilization of MBEs and WBEs in order to be deemed a responsible bidder.

A bid bond with an acceptable surety, or a certified or bank check in the amount of 5% of the total bid shall be submitted with each bid. The successful bidder must furnish a 100% Performance Bond, and a 100% Labor and Material Payment Bond.

Bids may be changed or withdrawn prior to the bid opening by submission of such a change online only. Bids may not be withdrawn for a period of sixty (60) days subsequent to the bid opening. The lowest qualified responsible bidder shall be awarded the contract subject to availability of funds under the NPS and CPA grant programs. The Town of Southampton, the Awarding and Contracting Authority, may cancel this Invitation for Bid (IFB), in whole or in part, at any time that such an act is deemed in its best interest, reserves the right to waive any informality in the bidding or to reject any and all bids in total or in part as may be deemed to serve the best interest of the Town, and will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB.

A pre-bid conference will be held for this project. Questions regarding bid process, plans, and specifications should be directed in writing to Scott Szczebak of the Town of Southampton (sszczebak@townofsouthampton.org) no later than September 5th, 2025, at 11:00 AM EDT.

BID SUBMISSION PROCEDURE

The submission and review of bids must comply with 2 CFR Part 200, MGL Chapter 149, MGL Chapter 30 § 39M, National Park Service policies, CPA requirements, and other laws and regulations of the Commonwealth. Acceptance of any bid is subject to the continued availability of funds through the NPS and CPA grants awarded to the Town of Southampton.

All Bidders shall furnish with their Bid a bid guaranty in the form of a bid bond, certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, in the amount of 5% of the greatest possible bid amount, considering all alternates if applicable, and made payable to the Town of Southampton.

A pre-bid conference will be held on **September 8, 2025 at 11:00 a.m.** at the Historic Southampton Town Hall, 8 East Street, Southampton, MA. Questions regarding the technical specifications and general bid information should be directed to Scott Szczebak (sszczebak@townofsouthampton.org). **Bids for the construction of the Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I for the Town of Southampton, Massachusetts, must be received by the**

Town of Southampton, 210 College Highway, Suite 7, MA 01073, Office of Town Administrator 2:00 PM prevailing time, on Thursday, September 18, 2025.

MODIFICATIONS TO BIDS

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Bidders may modify or withdraw their bids at any time before the bid closes.

BID CONTENTS

All bid submissions must include:

1. A fully completed Form of General Bid form signed by an authorized official of the firm. Prices must be filled out for each of the items listed. Prices are to include all costs associated with the Historic Southampton Town Hall Masonry Repair and Stairs Restoration Project, Phase One, including, but not limited to, labor, equipment, materials, and all other work required for, or incidental to, the construction of the completed project.
2. A list of at least five similar jobs which the firm has successfully completed, giving the name and address of these projects as well as a contact person for whom the work was done. See Bidders Reference form provided.
3. A fully completed Supplemental Bid Data form signed by an authorized official of the firm.
4. A fully completed Statement of Bidder's Qualifications form signed by an authorized official of the firm.
5. A fully completed Certificate of Non-Collusion signed by an authorized official of the firm.
6. A fully completed Tax Compliance Certifications signed by an authorized official of the firm.
7. A fully completed Public Contracts-Debarment form signed by an authorized official of the firm.
8. A fully completed Foreign Corporation Certification signed by an authorized official of the firm.
9. A fully completed Certification of Bidder Regarding Equal Employment Opportunity signed by an authorized official of the firm.
10. A fully completed Non-Discrimination and Affirmative Action Certification signed by an authorized official of the firm.
11. A five percent (5%) Bid Deposit of the greatest possible bid amount considering all alternatives, in the form of a bid bond, certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, payable to the Town of Southampton.

SUCCESSFUL BIDDER REQUIREMENTS

Bids are also subject to Minimum Wage Rates and Health and Welfare Pension Fund Contributions as determined for this project by the Commissioner of the Department of Manpower Affairs, Department of Labor and Industries as provided for under these specifications in accordance with and as required by M.G.L. c.149, and M.G.L. c.149, §§26 to 27H, inclusive. All applicable Federal minimum wage rates and applicable Federal labor standards shall also apply pursuant to the Davis-Bacon Act. When both State and Federal wage rates are applicable, the higher rate must be paid. Wage information for this project is provided in the Project Manual. Bids and contracts are further subject to all laws governing Equal Opportunities and Non-Discrimination and applicable Civil Rights Acts.

Furthermore, compliance with Chapter 306 of the Acts of 2004 (10-hour OSHA course) is required. Be advised that Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than

10 hours of OSHA approved safety and health training. See Chapter 306 of the Acts of 2004. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

The Awarding Authority encourages, to the extent feasible, the use of minority-, women- and disadvantaged-owned businesses for work under this contract. Bidders on the work shall make a good faith effort to achieve the goals of the Federal Minority and Women's Business Enterprise (MBE/WBE) policy regarding utilization of MBEs and WBEs in order to be deemed a responsible bidder.

The successful bidder must furnish the following:

1. 100% Payment and Performance Bonds.
2. Certificate of Insurance. The successful bidder must furnish Worker's Compensation Insurance, evidence of Auto Liability, and evidence of Contractor's Liability Insurance in a minimum amount of \$1,000,000 and as indicated in the General Conditions.
3. Schedule of Values for all Unit Price and Lump Sum bid items.

Upon completion of the submission of the documents specified above, the contractor shall submit a schedule of invoices for payment.

**LEGAL ADVERTISEMENT
TOWN OF SOUTHAMPTON**

**Historic Southampton Town Hall
Masonry and Stairs Restoration Phase I**

The Town of Southampton invites sealed Bids for the **Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I**. The project includes the furnishing of all labor, equipment and materials required to complete cleaning, repointing, repairing or replacement in kind of masonry elements and removal of the later addition concrete ramp system to expose the condition of the original granite stairs.

This project is being funded by the U.S. National Parks Service (NPS), Paul Bruhn Historic Revitalization Grant Program.

Contract documents, including specifications, may be obtained electronically beginning August 6, 2025 at 9:00 AM by contacting Bradley Okscin (bokscin@townofsouthampton.org) at the Town of Southampton.

All bids for this project are subject to the provisions and minimum wage rates required by M.G.L. c.149, §§26 to 27H, inclusive. All applicable Federal minimum wage rates and applicable Federal labor standards shall also apply pursuant to the Davis-Bacon Act. When both State and Federal wage rates are applicable, the higher rate must be paid.

The Awarding Authority encourages, to the extent feasible, the use of minority-, women- and disadvantaged-owned businesses for work under this contract. Bidders on the work shall make a good faith effort to achieve the goals of the Federal Minority and Women's Business Enterprise (MBE/WBE) policy regarding utilization of MBEs and WBEs in order to be deemed a responsible bidder.

Bid security in the form of a bid bond, certified or cashier's check, payable to the Town of Southampton, is required in a dollar amount of not less than five percent (5%) of the total bid amount. A performance bond and labor and materials bond for 100% of the total contract price, issued by a satisfactory surety company shall be required by the successful bidder.

The Town of Southampton reserves the right to reject any and all bids, to accept proposals deemed to be in the best interest of the Town, and to waive any informalities or irregularities in the bids received. Bids may not be withdrawn within 30 days of the bid opening.

The Town of Southampton, through its Select Board, reserves the right to waive any informality in the bidding or to reject any and all bids in total or in part as may be deemed to serve the best interest of the Town. The lowest qualified responsible bidder shall be awarded the contract subject to the continued availability of funds through the National Parks Service.

The Town of Southampton will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB.

The Town of Southampton's Select Board is the Awarding and Contracting Authority.

Bids may be changed or withdrawn prior to the bid opening, but not within the sixty (60) days subsequent to the bid opening, by submission of such a change in writing in a sealed envelope, identifying the submitting party and indicating that it contains a correction of the bid for the Southampton Historic Town Hall Masonry and Stairs Restoration Project Phase I.

The submission and review of bids must comply with 2 CFR Part 200, MGL Chapter 149, U.S. National Parks Service (NPS), Paul Bruhn Historic Revitalization Grant Program policies and other laws and regulations of the Commonwealth.

A pre-bid site walkthrough will be held at the Historic Southampton Town Hall, 8 East Street, Southampton, Massachusetts on September 8, 2025 at 11:00 am. The building exterior will be available for inspection at that time.

Questions regarding this procurement directed to Scott Szczebak at sszczebak@townofsouthampton.org.

Hard copy bids for the Historic Southampton Town Hall Masonry and Stairs Restoration Project for the Town of Southampton, Massachusetts, must be received by the Town of Southampton, 210 College Highway, Suite 7, MA 01073 Office of the Town Administrator by 2:00 PM prevailing time, on Thursday, September 18, 2025.

INSTRUCTIONS TO BIDDERS

GENERAL

Receipt of Bids: The Town of Southampton, Massachusetts, herein called the Owner, acting through the Select Board, invites bids on the forms attached hereto, all blanks of which must be appropriately filled in.

Bids for the Historic Southampton Town Hall Masonry and Stairs Restoration Project for the Town of Southampton, Massachusetts, must be received by the Town of Southampton, 210 College Highway, Suite 7, MA 01073, Office of the Town Administrator by 2:00 PM prevailing time, on Thursday, September 18, 2025. On Monday, September 22, 2025, bids will be publicly opened and read aloud.

Definition of Terms: The definitions given in Article I of the General Conditions shall apply to all the contract documents including this Invitation for Bid.

Rehabilitation Specialist: Douglas Desmarais, Housing Rehabilitation Construction Manager, demar70@yahoo.com and 978-790-1250.

Scope of Work: All work will follow the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, and specifically the Standards for Rehabilitation. Under the requirements of this grant funding, the NPS expects work to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. Please refer to the National Park Service Section 106 Review dated June 5, 2025, and the Limeworks *Characterization of Historic Mortar: Old Town Hall* dated report April 17, 2025. Please also follow guidance in the following National Park Service Preservation Briefs: *Preservation Brief 1: Assessing Cleaning and Water Repellant Treatments for Historic Masonry Buildings*; and *Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings*. Work items for the **Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I** are as follows:

- Remove existing concrete ramp system
- Clean historic masonry (no more than 200 psi)
- Repair or replace brick where necessary (match existing)
- Repoint mortar joints (follow guidance in Limeworks *Characterization of Historic Mortar: Old Town Hall*)

Phase I of this project is being funded by the U.S. National Parks Service (NPS), Paul Bruhn Historic Revitalization Grant Program.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, OSHA requirements, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract although not written out in full within these specifications.

The bidding and award procedure shall be in accordance with the provisions of the General Laws of Massachusetts and particularly M.G.L. Chapter 149, Chapter 30 § 39M, Chapter 149, Sections 44A to 44I, inclusive, Chapter 579, Section 55 of the Acts and Resolves of 1980, and Chapter 193, Chapter 507 and Chapter 306 of the Acts of 2004. Bidding must also comply with 2 CFR Part 200.

This contract is subject to all terms and conditions included in the sub-grant agreement between the Town of Southampton and the Pioneer Valley Regional Ventures Center for work funded by National Parks Service. This contract is included as an attachment to this document.

Sales Tax: The materials and equipment purchased for permanent installation on this project will be exempt from Commonwealth of Massachusetts Sales and Use Tax. Each Bidder shall take this exemption into account in preparing a Bid for this work. The exemption number will be furnished to the Contractor. The Contractor shall obtain and maintain all necessary certificates and records and comply with all requirements thereof.

Contract Documents: Contract documents, including specifications, may be obtained electronically beginning August 6, 2025, at 9:00 AM by contacting Bradley Oksein (boksein@townofsouthampton.org) at the Town of Southampton.

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:
 1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted. It is the responsibility of the bidder to satisfy himself by careful examination of the site as to the nature and location of the work, the conformation of the ground, the soil and rock conditions, the character, quality and quantity of the materials which will be required, and the availability of utilities required for construction purposes. The bidder shall carefully examine the specifications, federal, state, and local laws, ordinances, rules and regulations, and all other documents and data pertaining to work and become familiar therewith.
- 1.3 A site walkthrough will be held at the Historic Southampton Town Hall, 8 East Street, Southampton, Massachusetts on August 20, 2025, at 11:00 am. The building will be available for inspection at that time.
- 1.4 No allowance will be made and no responsibility will be assumed by the Owner for any failure of the Contractor to estimate correctly any difficulty attending the execution of the work.
- 1.4 Reference is made to the special provisions of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Rehab Specialist in preparing the specifications. The Owner will make copies of such surveys and reports available to any bidder who requests them. Before submitting his bid, each bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.
- 1.5 The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this article.

ARTICLE 2 – CONTRACTOR’S CERTIFICATION

- 2.1 By signing the Form for Bid, Bidders certify, under penalty of perjury, that they are not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of M.G.L. c.149 §29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- 2.2 Bidder shall have successfully completed three (3) projects of similar size and complexity within the last 5-years and submit documentation of those three projects on the ‘similar project experience’ form with the bid.
- 2.3 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA approved safety and health training. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-c o m p l y i n g contractors.

ARTICLE 3 - MBE AND WBE PARTICIPATION

- 3.1 The Awarding Authority encourages, to the extent feasible, the use of minority-, women- and disadvantaged-owned businesses for work under this contract. Bidders on the work shall make a good faith effort to achieve the goals of the Federal Minority and Women's Business Enterprise (MBE/WBE) policy regarding utilization of MBEs and WBEs in order to be deemed a responsible bidder.

ARTICLE 4 - REQUESTS FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the Town of Southampton of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Town of Southampton. The Town will answer such requests if received seven (7) calendar days before the date for receipt of the bids. No oral requests shall be honored. Every request should be addressed to Scott Szczebak, or by email at sszczebak@townofsouthampton.org. The potential bidder submitting the request shall be solely responsible for its prompt and actual delivery.
- 4.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. Neither the Rehabilitation Specialist, nor the Awarding Authority will be held accountable for any oral instructions, interpretations, corrections, or changes.
- 4.4 The Town will notify all registered plan holders should addenda be issued. Failure of any bidder to receive any such Addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted.
- 4.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

ARTICLE 5 - PREPARATION AND SUBMISSION OF BIDS

See information in General section of this Section.

5.1 Bid Forms and Bid Preparation:

Bids shall be submitted on the **"Form for General Bid"**, furnished at no cost by the Town of Southampton. The bid form (Bid Form for Unit Price Contracts) is included in the contract bid documents.

- 5.1.1 General Bids shall be for the complete work as specified and the General Contractor shall be selected on the basis of such general bids. Every general bid which is not accompanied by a bid deposit or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, shall be invalid; and the Awarding Authority shall reject every such general bid. No such general bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general bid form furnished by the Awarding Authority, but this sentence shall not be applicable to any failure to furnish prices or information required by this section to be furnished in the above "Form of Proposal - General Bid."
- 5.1.2 Bidders shall prepare bids on the bid forms provided and shall be governed by the details contained therein. The lump sum price for each item shall include full compensation for all materials, equipment, tools, labor and other incidental work required to complete the item as noted and specified and to the satisfaction of the owner.
- 5.1.3 Unit prices are required for the work covered in this contract. Bidders shall prepare bids on the bid forms provided and shall be governed by the details contained therein. The lump sum price for each item shall include full compensation for all materials, equipment, tools, labor and other incidental work required to complete the item as noted and specified and to the satisfaction of the Rehab Specialist.
- 5.1.4 The total amount of the base bid of the proposal shall be obtained by adding the amounts of all items except for the Alternate Bid items, if applicable, which shall be totaled separately.
- 5.1.5 Where so indicated on the bid form, sums shall be expressed in both words and figures in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum

expressed in figures, the words shall control, except that if the words are ambiguous, the numbers will be considered correct.

5.2 Each Bid shall be accompanied by the bid security and other required documents.

Bid Deposits shall be:

- At least five percent (5%) of the greatest possible bid amount, considering all alternatives.
- Made payable to the **Town of Southampton**; and
- Be in the form of:
 - Certified check, treasurer's or cashier's check issued by a responsible bank or trust company,
 - A bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts,
- Shall be conditioned upon faithful performance by the principal of the agreements contained in the bid and shall guarantee that the successful Bidder will furnish a Performance Bond and a Payment Bond to the Owner within ten (10) calendar days from the date of the Notice of Award of the Contract to such Bidder.

5.3 Should the successful Bidder fail to execute and deliver the Bonds and the Contract required within the time limits as specified in this Section, he shall forfeit to the Owner, as damages for such failure or refusal, the security deposited with his Proposal.

5.4 Proposal Bonds shall be executed on forms set forth in these Contract Documents or on a form provided by a satisfactory surety company.

5.5 All bid deposits of General Bidders, except those of the three lowest responsible and eligible General Bidders, shall be returned within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the general contract or, if no award is made, upon the expiration of the time prescribed for making an award; except that, if any General Bidder fails to perform his agreement to execute a contract and furnish performance bond and also a labor and materials or payment bond as stated in his general bid, his bid deposit shall become and be the property of the Owner to which it is payable, as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Owner shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, his bid deposit shall be returned to him.

5.6 Proposals shall be executed per the electronic bidding requirements in the space(s) provided for the bidder per all required bid submissions.

- For a corporation, the proposal shall be signed president, attested to by the secretary, and shall have the corporate seal affixed.
- For a partnership, the proposal shall be signed by one or more of the partners.
- For an individual, the proposal shall be signed by the individual himself, or another person to whom he has given Power of Attorney in which case proof of this Power of Attorney must be attached to the proposal.

All names must be typed or printed below signature.

Attorneys-in-fact who sign Proposals or Contract Bonds must file with each bond and attach thereto a certified and effectively dated copy of their Power of Attorney.

5.7 It is understood and agreed that failure to submit all the information requested may be considered as sufficient

cause for the rejection of the entire proposal at the option of the Owner. No incomplete or conditional bids or proposals will be accepted.

- 5.8 When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate his choice in accordance with the specifications for that particular item and thereafter no further choice will be permitted without permission from the Rehab Specialist.
- 5.9 The bid shall contain an acknowledgement of the addenda, the numbers of which shall be filled in on the bid form.
- 5.10 No bidder may submit more than one Proposal for General Bid. Any or all proposals may be rejected if there is evidence of or reason for believing that collusion exists among the Bidders.
- 5.11 In inviting bids, the Awarding Authority shall reserve the right to reject any or all such general bids if it is in the public interest to do so.
- 5.12 Bid deposits of the three (3) lowest responsible and eligible General Bidders shall be retained until the execution and delivery of the Owner/Contractor Agreement.

Delivery of Bids:

General Bid for: Town of Southampton
210 College Highway, Suite 7
Southampton, MA 01073

Attn: Scott Szczebak

Re: Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I

General Bids Due: September 18, 2025 by 2:00 pm.

Bidders Name, Business Address, & Phone Number

- 5.12.1 Date and time for receipt of bids is set forth in the advertisement
- 5.12.2 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder. The bidder is solely responsible for delivering his proposal to the officer(s) of the Owner designated and at the location of the bid opening designated in the Invitation for Bid (IFB). Said officer(s), or his representative(s), will be available for the purpose of receiving proposals at said location immediately prior to the designated time of the Bid opening. No officer, employee or agent of the Owner is authorized to accept receipt of a proposal on behalf of the Owner at any other time or place and the Owner shall have no responsibility for the receipt of the mailed Proposal or Proposals delivered otherwise than by personal delivery at the time and place designated for the receipt and opening of Bids.
- 5.12.3 Bids not received at the designated place by the deadline shall be returned to the bidder unopened.

ARTICLE 6 - ALTERNATES

- 6.1 Each Bidder shall acknowledge Alternates on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by the Alternate.
- 6.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall indicate so by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
If the alternate does not affect your category of work so indicate by writing "N/A".
- 6.3 General Bidders shall enter on the Form for General Bid a single amount for each Alternate.

- 6.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates, if applicable.

ARTICLE 7 – MODIFICATION AND WITHDRAWAL OF BIDS

- 7.1 Except as hereinafter in this subsection or otherwise expressly provided, once its Bid is submitted and received by the Owner for consideration and comparison with other Bids similarly submitted, the Bidder agrees that it may not withdraw its Bid for a period of sixty (60) days excluding Saturdays, Sundays, and legal holidays after the date of the opening of the Bids.

Upon submission of proper written request and identification, Bids may be modified or withdrawn at any time prior to the designated time for the opening of Bids. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No, __." Each modification must be numbered in sequence and must reference the original Bid. The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. Any Bid may be withdrawn prior to the time designated for receipt of Bids upon written request. Withdrawal of Bids must be confirmed over the Bidder's signature by written notice postmarked or sent by email on or before the date and time set for receipt of Bids.

Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until a Contract Agreement has been executed by both parties thereto or until the Owner notifies the Bidder in writing that its Bid is rejected or that the Owner does not intend to accept it or returns its Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

7.2 After Opening of Bids

7.2.1 Not for sixty (60) days after Opening of the Bids.

7.2.2 Bidders may withdraw a bid any time up to the time of the Award, as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the Town, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them.

ARTICLE 8 - CONTRACT AWARD

- 8.1 **Award** means both the determination and selection of the lowest, responsible and eligible bidder, by Awarding Authority board vote.

Bids shall be publicly opened, reviewed for apparent acceptability, and read aloud at the time and place indicated in the Invitation for Bid. Bidders or their authorized agents are invited to attend.

- 8.2 The Awarding Authority anticipates awarding the contract to the lowest responsible and eligible bidder within thirty (30) calendar days after the opening of bids.

- 8.3 The Awarding Authority reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

The Owner expressly reserves the right to reject as informal any proposals which fail to meet the bidding requirements as specified; are incomplete or contain additions not called for; contain irregularities, alterations, erasures, or are ambiguous; or contain abnormally high or low bid prices for any class or item of work.

The Owner expressly reserves the right to waive any informalities in Proposals, to reject any or all Proposals, to accept any Bid deemed to be in its best interest, to advertise for new Proposals or to do the work otherwise, as it

may deem best for its own interests.

The Owner reserves the right to disregard any non-conforming or conditional bids or counter proposals.

The Awarding Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified, or if less than three bids are received, or if bid prices are not reasonable for acceptance without further competition.

- 8.4 The contract will be awarded to the lowest responsible and eligible Bidder on the basis of competitive bids for the sum of the base bid, and accepted alternates if applicable, contract work for the Project proposal selected to be in the best interest of the town and based on available funds in accordance with the procedures set forth in the provisions of M.G.L. c. 149.
- 8.5 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §44A-J and M.G.L. c.30 §39M and not debarred from bidding under M.G.L. c.30 §39M and M.G.L. c.149 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

In evaluating bids, the Owner shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Owner may consider the qualifications and experience of Subcontractors and other persons or 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 specified. The Owner may conduct such investigations as he deems necessary 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 the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.

- 8.6 The Owner may, at any time at any time during the sixty (60) day firm-bid period following the opening of Bids, give Notice of Award of the Contract to the lowest responsible and eligible bidder. Upon receipt of the Contract soon thereafter, the Contractor is required to execute and return the properly executed Contract to the Owner (by delivery to the Town unless the Owner's Notice of Award designates a different place of delivery), as required, within ten (10) calendar days from its receipt. Failure of the Bidder to deliver the Contract, Bonds and required documentation within the time required shall constitute grounds for the Owner to declare the Bidder's bid security forfeited, but the Owner may, in its sole discretion, extend such time period.

If the General Bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the term of his general bid and furnish a performance bond and also a labor and materials or payment bond as stated in his general bid, an award shall be made to the next lowest responsible and eligible general bidder. The sixty (60) day firm bid time limit shall not be applicable to a second or subsequent award made after the expiration of the time limit with the consent of said next lowest responsible and eligible General Bidder and their Sub-bidders, and because the original award made within the time limit was invalid, or because the General Bidder failed to execute the general contract or to provide a performance bond and labor and materials or payment bond.

Neither the designation of an apparently lowest responsible Bidder, the Notice of Award given to the Bidder so designated, nor the Award of the Contract to such Bidder shall operate to release any other Bidder from his Bid for such Contract. Each such other Bidder (unless earlier released from his Bid by specific action of the Owner), shall remain bound by his Bid until either (i) the Owner has actually executed the construction agreement with another Bidder or (ii) the firm-bid period has expired without the Owner having, prior to such expiration, given Notice of Award of such Contract to him.

- 8.7 The successful bidder must commence work on or before the date specified in the written "Notice to Proceed", as issued by the Owner, and substantially complete all work items within the time specified in the Owner-Contractor Agreement.

Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract. Liquidated Damages for failure to complete all work under this agreement within the time stipulated. The amount of liquidated damages shall be stated in the Owner Contractor Agreement.

The bidder's attention is drawn to Article 2 of the Owner-Contractor Agreement of the Contract Forms regarding completion dates and schedules.

ARTICLE 9 - FORMS REQUIRED AT CONTRACT APPROVAL

- 9.1 Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the General Contractor by the Town. Submit (3) originals of each.
- 9.2 Owner-Contractor Agreement and Form of Corporate Vote.
- 9.3 Form of Contractor's Equal Employment Certification.
- 9.4 Form of Performance Bond and Form of Payment Bond must be submitted by the General Contractor, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.

Within ten (10) calendar days from the date of Notice of Award of the Contract to the General Contractor, such General Contractor shall furnish an executed Contract Bond with corporate surety. The Contract Bond shall be in a sum equal to the amount of ONE HUNDRED PERCENT (100%) of the CONTRACT PRICE (100% Performance Bond and 100% Payment Bond). This Contract Bond shall serve as security of the faithful performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents and shall also guarantee payment of all persons performing labor on the project under this contract and furnishing materials and/or equipment in connection with this Contract.

The bond must be in the usual and approved form and must also contain the following, "the principal shall pay for all labor performed or furnished and for all materials used or employed, and shall pay all persons who contract with the principal for labor and materials as provided in the General Laws of Massachusetts, Section 29 of Chapter 149, then this obligation to be void, otherwise to remain in full force and effect."

Attorneys-in-fact who sign contract Bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

Corporate Surety or Sureties shall be acceptable to the Owner and shall be of an approved Company or Companies authorized to do business in the Commonwealth of Massachusetts. Corporate Surety or Sureties shall be named on the current list of "Surety Companies Acceptable for Federal Bonds" as published in the Treasury Department Circular Number 570.

Such Bonds shall be executed by the Contractor. The expense of these bonds shall be borne by the Contractor.

If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

- 9.5 Insurance Certificates from the General Contractor are required and must be submitted in accordance with Article 27 of the General Conditions. The Contractor shall carry the full amount of insurance required under the General Conditions of the Contract Documents. The Contractor shall file with the Owner properly executed Certificates of Insurance or copies or insurance policies prior to the time the Contract is executed.

Insurance Certificates for special perils insurance must indicate if stored materials are covered.

- 9.6 Subcontracts with MBE/WBE subcontractors - executed on a form agreeable between both, and Purchase Orders to, or Invoices from, MBE/WBE suppliers.

ARTICLE 10 - CONTRACT VALIDATION

- 10.1 The Owner-Contractor Agreement shall not be valid until signed by the Awarding Authority.
- 10.2 The Notice to Proceed for construction shall not be issued until the Owner-Contractor Agreement has been validated.
- 10.3 Incomplete or unacceptable submissions of forms required by paragraphs 9.2 - 9.6 will delay the validation of the Owner-Contractor Agreement.

ARTICLE 11 – WAGE RATES AND LABOR PROVISIONS

- 11.1 Bids are subject to Minimum Wage Rates and Health and Welfare Pension Fund Contributions as determined for this project by the Commissioner of the Department of Manpower Affairs, Department of Labor and Industries as provided for under these specifications in accordance with and as required by M.G.L. c.30 §39M, and M.G.L. c.149 §§26 to 27H, inclusive. All applicable Federal minimum wage rates and applicable Federal labor standards shall also apply pursuant to the Davis-Bacon Act. When both State and Federal wage rates are applicable, the higher rate must be paid. Federal and State wage information for this project is provided in the Project Manual. Bids and contracts are further subject to all laws governing Equal Opportunities and Non-Discrimination, subject to federal provisions.
- 11.2 Wage Determinations are included in the Contract Documents. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Massachusetts Wage Rates for those tradespeople who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this Contract.
- 11.3 The Contractor must comply with the Davis Bacon Act, Anti-Kickback Act, Contract Work Hours Standard Act, Title VI of the Civil Rights Act of 1964, and all applicable Federal regulations.

FORM FOR GENERAL BID

MGL c.149

TO THE AWARDING AUTHORITY: Town of Southampton

A. The Undersigned proposes to furnish all labor and materials required for **the Historic Southampton Town Hall Masonry and Stairs Restoration Project Phase I** in Southampton, Massachusetts, in accordance with the specifications prepared by **Douglas Desmarais** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: _____

C. The Bidder will complete the work in accordance with the Contract Documents for the following prices:

Item #	Item Description	Quantity	Price in Numbers	Price in Words
5567	Masonry and Stairs Restoration Phase I	Lump Sum		
The proposed total contract price is:				

D. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or 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 general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A of Chapter 149 of the Massachusetts General Laws; and that he will comply fully with all laws and regulations applicable to awards made subject to the General Conditions of the Contract.

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 section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

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.

Upon receipt of written Notice of Award, Bidder will execute and deliver within ten (10) days, a Surety Bond or Bonds as required by M.G.L. Chapter 30. The Bid Security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby. The Bid Security amount shall be based on the greatest possible bid amount, considering all alternates

NAME OF BIDDER

SIGNATURE AND TITLE OF PERSON SIGNING BID

BUSINESS ADDRESS

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____
_____, as Principal, and
_____ as Surety, are hereby held and firmly bound unto
_____ as OWNER in the penal sum of _____
_____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part to
enter a contract in writing for the _____

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of a Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then 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 be hereunder shall, in no event, exceed the penal amount of this obligation 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 any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them that 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.

_____(L.S.)
Principal

Surety

BY: _____

SIMILAR PROJECTS – REFERENCE FORM

Similar Project 1	
Project Address: _____	
Start Date: _____ End Date: _____ Current Cost: _____ Original Cost: _____ Cost Change Explanation: _____	
Project Description: _____ _____	
Awarding Authority Reference Contact	Prime Designer Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____
Project Manager Reference Contact	General Contractor Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____

Similar Project 2	
Project Address: _____	
Start Date: _____ End Date: _____ Current Cost: _____ Original Cost: _____ Cost Change Explanation: _____	
Project Description: _____ _____	
Awarding Authority Reference Contact	Prime Designer Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____
Project Manager Reference Contact	General Contractor Reference Contact
_____ _____ _____ _____	_____ _____ _____ _____

Similar Project 3	
Project Address: _____	
Start Date: _____ End Date: _____ Current Cost: _____ Original Cost: _____ Cost Change Explanation: _____ _____	
Project Description: _____ _____	
Awarding Authority Reference Contact	Prime Designer Reference Contact
_____	_____
_____	_____
_____	_____
_____	_____
Project Manager Reference Contact	General Contractor Reference Contact
_____	_____
_____	_____
_____	_____
_____	_____

Similar Project 4	
Project Address: _____	
Start Date: _____ End Date: _____ Current Cost: _____ Original Cost: _____ Cost Change Explanation: _____ _____	
Project Description: _____ _____	
Awarding Authority Reference Contact	Prime Designer Reference Contact
_____	_____
_____	_____
_____	_____
_____	_____
Project Manager Reference Contact	General Contractor Reference Contact
_____	_____
_____	_____
_____	_____
_____	_____

Similar Project 5

Project Address: _____

Start Date: _____ End Date: _____
Current Cost: _____ Original Cost: _____ Cost Change Explanation: _____

Project Description: _____

Awarding Authority Reference Contact

Prime Designer Reference Contact

Project Manager Reference Contact

General Contractor Reference Contact

SUPPLEMENTAL BID DATA

(MUST BE FILLED IN BY ALL BIDDERS)

I. Pursuant to the Requirements, the Bidder shall provide the following information:

A. All Bidders: Official Post Office Address:

B. Firm, Partnership or Corporation: Title of individual signing Proposal:

1. If Firm or Partnership, names of other members:

2. If Corporation (officers):

II. Proposed Surety:

A. Name:

B. Home Office Address:

C. Agent's Name & Address:

SUPPLEMENTAL BID DATA

The Bidder shall furnish a list of proposed major subcontractors, including contact information and nature of the services that each subcontractor will provide. Major subcontractors are those that will be responsible for completing 10% or more of the anticipated contract value. If more than three major subcontractors will be used, provide continuation sheets as necessary.

Major Subcontractor No. 1:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name _____ Contact Title: _____

Contact Telephone No.: _____

Address: _____

Contact e-mail address (if available): _____

Major Subcontractor No. 2:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name _____ Contact Title: _____

Contact Telephone No.: _____

Address: _____

Contact e-mail address (if available): _____

Major Subcontractor No. 3:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name _____ Contact Title: _____

Contact Telephone No.: _____

Address: _____

Contact e-mail address (if available): _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
10. Experience in construction work similar in importance to this project.
11. List your major equipment available for this contract.
12. Background and experience of the principal members of your organization, including the officers.
13. Credit available \$_____.
14. Give bank references:_____.
15. Will you, upon request, fill out a detailed financial statement and furnish other information that may be required by the Owner?
16. The undersigned hereby authorizes and requests the person, firm or corporation to furnish any information requested by the Owner in verification of recitals comprising this Statement of Bidder's Qualifications.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

Qualification and Taxes: The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits. Pursuant to M.G.L. c.62C, S.49A, the Contractor has complied with all laws of the Commonwealth pertaining to taxes.

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to M.G.L. c.151A, S.19 and M.G.L. c.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

Additional Income Disclosure: The Contractor certifies that the following amounts represent all income due, or to become due, to the Contractor, for services rendered to the Commonwealth, any political subdivision or public authority, during the period of the contract.

Contractor

(Signature of Authorized Representative)

Title

Date

PUBLIC CONTRACTS – DEBARMENT

Chapter 550, Acts of 1991

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date: _____

Name of Bidder: _____

BY: _____
(Signature)

(Print Name and Title of Person Signing)

(Address)

(City, State & Zip Code)

FOREIGN CORPORATION CERTIFICATION

AFFIDAVIT OF COMPLIANCE
FORM AF-4A 1/78

EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

_____MASSACHUSETTS BUSINESS CORPORATION

_____NON PROFIT CORPORATION

_____FOREIGN (non-Massachusetts) Corporation

I, _____, President _____ Clerk of
_____ whose principal office is
located at _____ do hereby certify that the
above named Corporation has filed with the State Secretary all certificates and annual reports required
by Chapter 156B, Section 109 (Business Corporation), by Chapter 181, Section 4 (Foreign Corporation),
or by Chapter 180, Section 26A (non-profit Corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS _____ day of _____.

Signature of responsible Corporate Officer: _____

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Instructions

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Sub- contractors, shall state as an initial part of the bid or negotiations of the Contract whether it has participated in any previous Contract or Sub-contract subject to the Equal Opportunity Clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after bid opening. No Contract shall be awarded unless such report is submitted.

Certification By Bidder

Name and Address of Bidder (include zip code):

1. Bidder has participated in a previous Contract or Sub-contract subject to the Equal Opportunity Clause. Yes
No_

2. Compliance reports were required to be filed in connection with such Contract or Sub-contract. Yes
No _____

3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257).
Yes_____ No_____ None Required _____

4. Have you ever been or are you being considered for sanction due to a violation of Executive Order 11246, as amended?
Yes_____ No _____

Name and Title of Signer (please type):

Signature:

Date:

NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 356, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272 S.92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.

Contractor

By: _____
(Signature of Authorized Representative)

Title

Date

NOTICE OF AWARD

TO: _____

**PROJECT DESCRIPTION: Historic Southampton Town Hall Masonry and Stairs Restoration Phase I,
Southampton, MA**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2025 and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2025

Signed: _____

By: _____

Title: _____ Chair, Southampton Selectboard _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this _____ day of _____, 2025.

Signed: _____

Title: _____ Federal Tax I.D. #: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, (\$_____)

In lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, terms, conditions, and agreements of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the OWNER, with or without notice to the Surety, and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition of terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

Principal

By _____

(Principal) Secretary

[SEAL]

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By _____
Attorney in Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, (\$_____)

In lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made part hereof.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition of terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

Principal

(Principal) Secretary

By _____

[SEAL]

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By _____
Attorney in Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ it

(Date)

VOTED, That

(Name)

(Officer)

of this company; be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

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

Date

Clerk

Corporate Seal

OWNER-CONTRACTOR AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

Town of Southampton

This agreement made the ____ day of _____ 2025, by and between the Town of Southampton, hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

Witnessed, that the Owner and the Contractor, for the consideration herein under named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for the **Historic Southampton Town Hall Masonry and Stairs Restoration, Phase I, Southampton, MA**, prepared by Pioneer Valley Planning Commission, acting as referred to in the Contract Documents as the "Project Administrator" and/or "Rehabilitation Specialist".

Article 2. Time of Completion: The Contractor shall commence work under this contract on the date specified in the written "Notice to Proceed" and shall bring the Work to **Substantial Completion by December 31, 2025**. Damages for delays in the performance of the work shall be in accordance with Article 20 of the General Conditions of the Contract. Liquidated Damages for failure to complete all work under this agreement within the time stipulated shall be equal to the sum of \$850.00 per calendar day.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of _____ Dollars and _____ Cents \$ _____).

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

Article 5. Alternates: (N/A)

Article 6. REAP Certification: Pursuant to M.G.L. c62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable state tax laws.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

¹ CONTRACTOR

AWARDING AUTHORITY

Name of Contractor

Name of Awarding Authority

Address

Signature and Seal

BY: _____

Signature and Seal

Title

Witness: _____

¹ If a Corporation, attach a notarized copy of the Corporate
Vote authorizing signatory to sign Contract.

Witness: _____

**Approval of Contract as to Appropriate
Procurement Method**

By: _____

Procurement Officer

Date: _____

Certification as to Availability of Funds

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 Southamptn Selectboard has been authorized to execute the contract and approve all requisitions and change orders.

By: _____

Town Accountant

Date: _____

WHEREAS, the Town has entered into an agreement with the Pioneer Valley Regional Ventures Center to complete this work under a grant from the National Parks Service, Paul Bruhn Historic Revitalization Grant Program. Additionally, funding is being provided through the Town's Community Preservation Act (CPA) funding.

(If the above is a corporation, attach directly after this page to each signed Contract, a notarized copy of the corporate vote authorizing the signatory to sign this Contract.)