



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator – Operations  
Jeremy Marsette, Director, Natick Public Works  
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works  
Gregory Eldridge, P.E., Vice President, Haley & Ward

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** March 19, 2020

**SUBJECT: CONTRACT AWARD**  
**W159 – Pauline, Steven, and Bacon Water Main Replacement**

On March 4, 2020, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the Pauline, Steven, and Bacon Water Main Replacement project in the Town of Natick, Massachusetts. Bids were received from sixteen (16) bidders. (See attached.)

KJS, LLP is the lowest responsible and eligible bidder. <sup>1</sup>We recommend that the Natick Board of Selectmen award the contract to KJS, LLP for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$853,236<sup>.04, as</sup> provided for in KJS, LLP's bid. We have reviewed the bids received and have checked the references and qualifications of KJS, LLP. Mr. Gregory Eldridge, Vice President of Haley & Ward, the Town's on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached. KJS, LLP's bid is slightly under Haley & Ward's estimate; it has pledged to stand by its number.

Please advise if you have any questions or require additional information.

Bids Received:	03/04/20
Newspaper Advertisement ( <u>Metrowest Daily News</u> ):	02/10/20
Town Hall Posting:	02/05/20
Website Posting:	02/05/20
Central Register:	02/12/20
COMMBUYS Posting:	02/05/20

**Funding:** ACCT# 655719-587515 2019 Spring ATM Art 15D (Water & Sewer Borrowing)

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<sup>1</sup> The low bid, that of Commonwealth Construction Corp., was withdrawn, citing a clerical error. It claimed that on items 9-10 of its bid, it used \$59.00 per ton, rather than \$159.00 per ton. It has the right to withdraw its bid. The Town will be seeking further evidence to substantiate the claim of clerical error (which would entitle Commonwealth to return of its bid security post bid).

# Town of Natick

Page 1 of 2

## IFB Opening Form

Bids - Pauline, Steven, and Bacon Water Main - W159

Date & Time: March 4, 2020, 11:00 A.M. EDST

Company Name	Envelope Sealed & Marked	Bid Security	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder and Add. 1	Certificate of Insurance	Compliance with M.G.L. c. 151B	Certificate of Non-Debarment	Price
Commonwealth Corp.	x	x	x	x	x	x	x	x	x	x	\$747,830.09
KJS	x	x	x	x	x	x	x	x	x	x	\$853,236.04
C.Naughton Corp.	x	x	x	x	x	x	x	x	x	x	\$864,183.63
J.D'Amico	x	x	x	x	x	x	x	x	x	x	\$871,645.65
Revoli	x	x	x	x	x	x	x	x	x	x	\$891,688.86
N. Cibotti	x	x	x	x	x	x	x	x	x	x	\$897,297.50
CJP	x	x	x	x	x	x	x	x	x	x	\$913,144.75
Joseph Cardillo	x	x	x	x	x	x	x	x	x	x	\$919,765.63
A.D. Paolini	x	x	x	x	x	x	x	x	x	x	\$939,799.90
Oliveira	x	x	x	x	x	x	x	x	x	x	\$965,865.90

CPO Signature:

*Supriya Dasgupta*  
3/4/20

Witness Signature:

*Michelle Cost*  
3-4-20

**Bids - Pauline, Steven, and Bacon Water Main - W159**

Date &amp; Time: March 4, 2020, 11:00 A.M. EDST

[illegible]

CPO Signature:

**Witness Signature:**

NATICK, MASSACHUSETTS  
BOARD OF SELECTMEN

CONTRACT NO. W-159

PAULINE, STEVEN & BACON WATER MAIN REPLACEMENT

AGREEMENT

THIS AGREEMENT made this thirtieth day of March in the year 2020, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and

RJS LLC 14 Remond Ave Walpole MA 02081, having an address of \_\_\_\_\_, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The water main replacement work for this project consists of installing approximately two thousand twenty (2,020) linear feet of eight-inch (8") diameter ductile iron water main in Pauline Drive, approximately three hundred and twenty (320) linear feet of six-inch (6") diameter ductile iron water main in Stevens Circle, and approximately one thousand (1,000) linear feet of ten-inch (10) diameter ductile iron water main in Bacon Street, replacing water services, temporary water mains and all appurtenances. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Haley and Ward, Inc., who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. CONTRACTOR shall substantially complete the work within one hundred and eighty-five (185) consecutive calendar days from Contract start date. CONTRACTOR shall complete all Work within four hundred ten (410) consecutive calendar days from the Contract start date. Therefore the date all work will be completed is \_\_\_\_\_, 20\_\_.

*To Be completed  
Once  
a notice  
to proceed  
is issued*

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after each Substantial Completion date and **Eight Hundred** dollars (\$800.00) after each Final Completion date for each project specified in paragraph 3.1 of this section for completion and readiness for final payment.

### ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

*To Be completed  
By Halig & Ward / CES,  
the Town's on-call  
water/sewer consultant.*

#### CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1	L.S.	\$ _____	\$ _____
2.	Test Pit Excavation	25	C.Y.	\$ _____	\$ _____
3.	Below Grade Excavation	150	C.Y.	\$ _____	\$ _____
4.	Rock Excavation	300	C.Y.	\$ _____	\$ _____
5.	Process Gravel	1,600	C.Y.	\$ _____	\$ _____
6.	Ordinary Borrow	1,400	C.Y.	\$ _____	\$ _____
7.	Select Borrow	800	C.Y.	\$ _____	\$ _____
8.	Dust Control	700	LB.	\$ _____	\$ _____

9. Temporary Trench Paving	500	TONS	\$ _____	\$ _____
10. Permanent Trench Paving	350	TONS	\$ _____	\$ _____
11. Loam And Seed	200	S.Y.	\$ _____	\$ _____
12. Environmental Controls	1	L.S	\$ _____	\$ _____
13. New 10-inch Ductile Iron Pipe	1,100	L.F	\$ _____	\$ _____
14. New 8 and 6-inch Ductile Iron Pipe	3,600	L.F	\$ _____	\$ _____
15. Water Service Valves	44	EA	\$ _____	\$ _____
16. Water Service Tubing	1,100	L.F.	\$ _____	\$ _____
17. Fittings	2,600	LBS	\$ _____	\$ _____
18. 10-inch Gate Valves	5	EA.	\$ _____	\$ _____
19. 8 and 6-inch Gate Valves	14	EA.	\$ _____	\$ _____
20. Solid Sleeves	13	EA.	\$ _____	\$ _____
21. Hydrant Assemblies	6	EA.	\$ _____	\$ _____
22. Miscellaneous Pits	15	C.Y	\$ _____	\$ _____
23. Temp. Water	1	L.S.	\$ _____	\$ _____
24. Furnishing Hydrants	12	EA.	\$ _____	\$ _____
25. Line Painting	150	L.F.	\$ _____	\$ _____
26. Milling Bacon Street	3,400	S.Y.	\$ _____	\$ _____
27. Full Width Paving Bacon	370	TON	\$ _____	\$ _____
28. Furnishing Service Ball Valves	33	EA	\$ _____	\$ _____

TOTAL BASE CONTRACT AMOUNT

\$ 853,236.04

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

NAT-480/Contract No. W-159  
N 1/23/2020

AGREEMENT  
00510-3

## ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14.

## ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

## ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "Pauline, Steven & Bacon Water Main Replacement": Drawing Numbers 1-5



8.13 Addenda numbers 1 to 1, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions, as modified, if at all, by the Supplementary Conditions.

#### ARTICLE 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the CONTRACTOR of its obligations under this Contract, or the act or omission of the CONTRACTOR, its Subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

#### ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker’s compensation.

#### ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11.14. If any assignment shall be made by the CONTRACTOR or by any guarantor of the CONTRACTOR for the benefit of creditors, or if a petition is filed by the CONTRACTOR or by any guarantor of the CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the CONTRACTOR and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the CONTRACTOR.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17. In the event of termination, the CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and Town Accountant.

OWNER:

Town of Natick, Massachusetts

The Natick Board of Selectmen

CONTRACTOR:

Printed Name of CONTRACTOR

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[ CORPORATE SEAL ]

\_\_\_\_\_  
Attest

Owner Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street  
Natick, MA 01760

Contractor Address for giving notices:

KJS, LLP Attn President  
14 Benner Ave  
Walpole, MA 02081

NAT-480/Contract No. W-159  
N 1/23/2020

AGREEMENT  
00510-9

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

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Arti P. Mehta  
Comptroller, Town of Natick

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

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Karis L. North, Esq.  
Office of the Town Counsel

Date

CONTRACT NO. W-159  
PAULINE, STEVENS & BACON WATER MAIN REPLACEMENT  
**CERTIFICATE OF CORPORATE AUTHORIZATION**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, a \_\_\_\_\_ corporation organized pursuant to \_\_\_\_\_ state law, which maintains its principal office at \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of \_\_\_\_\_ (the "Corporation") duly held on \_\_\_\_\_, \_\_\_\_\_, at which  
**(Date must be earlier than Lease)**

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

**"VOTED: That** \_\_\_\_\_ **be and hereby is**

**(Name of Officer authorized to sign for Corporation)**

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such \_\_\_\_\_ to be valid and binding

**(Name of Officer)**

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that

\_\_\_\_\_  
**(Name of Officer)**

is duly elected \_\_\_\_\_ of said Corporation.  
**(Title)**

Signed: \_\_\_\_\_

**Printed Name:**

**Printed Title:** (Clerk- Secretary)

Date: \_\_\_\_\_

Place of Business: \_\_\_\_\_

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: \_\_\_\_\_

*(Name and Title of Officer)*

Date: \_\_\_\_\_

*In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.*

NATICK, MASSACHUSETTS  
BOARD OF SELECTMEN

CONTRACT NO. W-159

PAULINE, STEVEN & BACON WATER MAIN REPLACEMENT

Contractor's Certification

Name of Project \_\_\_\_\_

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ certifies that

1. it intends to use the following listed construction trades in the work under the contract  
\_\_\_\_\_ ; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

NATICK, MASSACHUSETTS  
BOARD OF SELECTMEN

CONTRACT NO W-159

PAULINE, STEVEN & BACON WATER MAIN REPLACEMENT

Subcontractor's Certification

Name of Project \_\_\_\_\_

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

\_\_\_\_\_ certifies that

1. it intends to use the following listed construction trades in the work under the contract \_\_\_\_\_; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

\_\_\_\_\_  
(Signature of authorized representative of Subcontractor)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.



ADDENDUM NO. 1

DATED

FEBRUARY 26, 2020

NATICK, MASSACHUSETTS  
BOARD OF SELECTMEN

CONTRACT NO. W-159

PAULINE, STEVEN & BACON WATER MAIN REPLACEMENT

TO ALL BIDDERS OF RECORD:

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-159. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

Section 00300- BID, page 00300-4, Item No. 14 "For New 8-inch and 6-inch Ductile Iron Pipe", **Delete** "3,600 l.f." and **Insert** "2,465 l.f."

Section 00510- AGREEMENT, page 00510-3, Item No. 14 "New 8 and 6-inch Ductile Iron Pipe". **Delete** "3,600 L.F." and **Insert** "2,465 L.F."

Section 01025- MEASUREMENT AND PAYMENT, page 01025-15, paragraph 1.29  
FURNISHING WATER SERVICE BALL VALVES (ITEM 28),  
Paragraph B. Payment, 1.  
**Delete** the word "hydrants" and **Insert** the word "service ball valves".

Section 02640- VALVES AND SERVICE BRASS, page 02640-3, PART 2 – PRODUCTS,  
**Insert** the following after paragraph "F. Curb Boxes, 1.k"

G. Straight Ball Meter Valves

1. Ball Valves shall be 5/8" Ford Model #B13-232WR-NL, with attachable handle.
  - a. All brass that comes in contact with potable water conforms to AWWA standard C800 (ASTM B584, UNS C89833).
  - b. The product has the letters "NL" cast into the main body for lead-free identification.
  - c. Certified to NSF/ANSI Standard 61 and NSF/ANSI Standard 372 where applicable.
  - d. Brass components that do not come in contact with potable water confirm to AWWA Standard C800 (ASTM B62 and ASTM B584, UNS C83600, 85-5-5-5).
  - e. Padlock Wing for locking valve in closed position.
  - f. Valve is non-directional and is watertight with flow in either direction.

ADDENDUM NO. 1

Page 1 of 2

- g. Ends are integral or secure with adhesive to prevent unintentional disassembly.
- h. Hole for attaching handle is provide in the tee-head.
- i. Brass handle attached with bolt and nut.
- j. 300 psi working pressure.
- k. full 360 deg. tee-head rotation.