

TOWN OF NATICK **MASSACHUSETTS**

TO:

Natick Board of Selectmen

Melissa A. Malone, Town Administrator

, Deputy Town Administrator – Operations James Errickson.

Jeremy Marsette, Director, Natick Public Works

Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

Gregory Eldridge, P.E., Haley & Ward/CES, Inc.

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: June 12, 2020

SUBJECT:

CONTRACT AWARD

W161 – Morse's Pond Well Field Replacement

On June 2 2020, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the Morse's Pond Well Field Replacement project in the Town of Natick, Massachusetts. Bids were received from three (3) bidders. (See attached.)

Denis L. Maher Co., P.O. Box 130, Ayer, MA 01432 ("Denis Maher") is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Denis Maher for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$198,462.00, as provided for in Denis Maher's bid. We have reviewed the bids received and have checked the references and qualifications of Denis Maher. Mr. Gregory Eldridge, Vice President of Haley & Ward/CES, Inc., the Town's on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached. Denis Maher's bid is in accordance with our estimate; it has pledged to stand by its number. As an aside, Denis Maher has performed

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

Bids Received:	06/02/20
Newspaper Advertisement (Metrowest Daily News):	05/08/20
	05/05/20
Town Hall Posting:	05/05/20
Website Posting:	05/13/20
Central Register:	05/05/20
COMMBUYS Posting:	J27 J27

Funding:

Acct. # 655503-583000 - FY2019 (\$198,462.00)

Ground Water Well Replacement – Article 12, FATM (C) (1)

Bids Received: See attached.

	f. Price	\$198,462.00	\$244,005.00	\$270,790.00					
	Certificate of	Non-Debara	×	×		\	_		0
	ompliance with	151B	×	×					10
	90 steribing	insurance	×	×					7-9
	\	Signature of Bidder Bidder 5%	×	×				- State Committee	
ıtick Form		Continue of Interest Certificate	×	×				may hall	
Town of Natick		Tax Compliance Cert. of Corporate Certification Bidder	×	×	« \			1000	
		Tax Compliance Certification	×	×	×				
		Certificate of Non-Collusion	×	×	×				
nent		Bid Security - 5%	×	×	×				CPO Signature:
id Replacen	1. EDST	Envelope Sealed B	× × × ×	×	×				\$
Bids - W161 - Morse's Pond Well Field Replacement	2 2020 11:00 A.M. EDST	Date & 11me. June 27 2020		Maher Services, N. Reading, MA	Weston & Sampson, Reading, MA				

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

1120-2	
THIS AGREEMENT made this day of life in the year 2020, by and between the Town of Natick, Massachusetts, Natick Town Hall, W. East Central Street, Natick, MA 01760 (hereinafter called OWNER), by the Natick Board of Selectmen, and (hereinafter Co., LLC POBox 30 Cyc., having an address doing business as a (Corporation, Partnership or Individual) hereing	
called "CONTRACTOR." WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned	1,

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

- 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:
- The MORSE'S POND REPLACEMENT WELL FIELD project consists of the installation of four (4), 18" x 12" gravel packed wells and associated performance testing. 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.
- 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, a Division of CES, 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

- CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete within one hundred (100) consecutive calendar days thereafter and all work to be completed within one hundred and twenty (120) consecutive calendar days thereafter. Therefore the date all work will be completed is ______, 20__. To be populated by Makey ? (lare)
- 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 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 Substantial Completion date and Eight Hundred dollars (\$800.00) after Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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:

Docum	ents in current funds as follows:			_	a last key
Contrac	ctor's Bid is attached to this Agree	ement as an	exhibit.	To be	Populared win
			CT PRICES	Sulland	ly junes
ITEM <u>NO.</u>	<u>DESCRIPTION</u>	QUAN	ITITY	UNIT PRICE	gopulaled by by & Ward, curing bleis Bid AMOUNT
	Mobilization	1	L.S.	\$	\$
2.	Soils Report and Water Quality Testing	1	L.S.	<u>\$</u>	<u>\$</u>
3.	Well Install TW-1-18	39	V.F.	<u>\$</u>	<u>\$</u>
4.	Well Install TW-3-19	29	V.F.	<u>\$</u>	\$
5.	Well Install TW-4-19	30	V.F.	<u>\$</u>	\$
6.	Well Install TW-7-19	30	V.F.	\$	<u>\$</u>
7.	Well Screen Install	25	V.F.	\$	\$
8	. Well Development	100	HOURS	\$	\$
9	. Performance Testing	1	L.S.	\$	<u>\$</u>

NAT-454/Contract No. 161 N 03/30/2020

AGREEMENT 00510-2

L.S. 1

TOTAL CONTRACT AMOUNT

\$ 198,462,00

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.

ARTICLE 5. PAYMENT PROCEDURES

- 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.
- 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.
- Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 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 paragraph 14.13.

ARTICLE 6. TERMS

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:

- 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.
- 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 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 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 4.2 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

- Notice of Award 8.9.
- Notice to Proceed 8.10
- Specifications contained in Divisions 1-3, as listed in table of contents 8.11
- Construction Drawings generally entitled "MORSE'S POND REPLACEMENT WELL 8.12 FIELD": Drawing Numbers 1 & 2
- Addenda numbers ____ to ____, inclusive. 8.13
- Change Order 8.14

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 paragraphs 3.04 and 3.05 of the General 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 the Comptroller.

OWNER, CONTRACTOR, ENGINEERS	
OWNIER:	CONTRACTOR:
OWNER: Town of Natick, Massachusetts	
10,112	Printed Name of CONTRACTOR
The Natick Board of Selectmen	
Michael J. Hickey, Jr., Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Jonathan H. Freedman, Clerk Chairma	Printed Title
Johanna	Dated:
Fator Was Chair	
Karen Adelman-Foster, V. ce Chair	
Richard P. Jennett, Jr., clerk Dated:	
	CORPORATE SEAL
	Attest
Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	Denis LMaher Co, LLC P.O. Box 130 Ayer, MA01432
Natick Town Hall	PO. Box 130
13 East Central Street	140 MA01432
Natick, MA 01760	Ayo

NAT-454/Contract No. 161 N 03/30/2020 AGREEMENT 00510-8

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 therefore, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Ordoro.	
Arti P. Mehta Comptroller, Town of Natick	Date
APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):	
Karis L. North, Esq.	Date

CERTIFICATE OF CORPORATE AUTHORIZATION

Ť.	, Clerk of, a
corporation organize	d 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 Agreement)
A quorum was prese	ent and voting throughout, the following vote was duly passed and is now in full force
and effect:	
"VOTED: That	be and hereby is
/Nian	so of Afficer enthanized to sign for Carboration
authorized, directed	and empowered for, in the name and on behalf of this Corporation to sign seal with
.1	wounts, asknowledge and deliver all contracts, honds and office obligations of the
C	o Town of Natick acting by and through the LOWN OI NAUCK, Massachuscus, 15 Last
Central Street, Natio	ck, 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	on for all purposes, and that a certificate of the Clerk of this Corporation setting forth
this vote shall be de	livered to the Town of Natick.
I further certify that	
	(Name of Officer)
is duly elected	of said Corporation. (Title)
	(Title)
Signed:	
Printed Name:	
Printed Title:	(Clerk- Secretary)
Date:	
Place of Business:	A PERK GODDOD ATE CE AI
	AFFIX CORPORATE SEAL
<u>COUNTERSIGNA</u>	TURE:
	(Name and Title of Officer)
Date:	e clerk or Secretary is the same person as the Officer authorized to sign that contract
In the event that th	e clerk or Secretary is the same person as the Officer authorized to sign that confidence of the
	t for the Corporation, this certificate must be countersigned by another officer of the
Corporation.	

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

Contractor's Certification

	Name of Project
A con	tractor will not be eligible for award of a contract unless such contractor has submitted the ving certification, which is deemed a part of the resulting contract: <u>CONTRACTOR'S CERTIFICATION</u>
	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

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

Subcontractor's Certification

	Name of Project
exec	to the award of any subcontract, regardless of tier, the prospective Subcontractor must ute and submit to the contractor the following certification, which is deemed a part of the ting 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.

CONTRACT NO. W- 161

MORSE'S POND REPLACEMENET WELL FIELD

<u>BID</u>

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person, business, joint venture, partnership, used in this section, the word "person" shall mean any natural person, business, joint venture, partnership, used in this section, union, committee, club, or other organization, entity or group of individuals.); that he has corporation, union, committee, club, or other organization, entity or group of individuals.); that he shall carefully examined the location of the proposed Work and has, read the Contract Documents; that he shall the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Owner, to agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to agree to contract with the Contract, in the manner and time therein prescribed, and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and furnish the materials and labor, specified in the Contract with the Contract to be deposited with the Owner, to agree to contract with the Sall Research to agree to contract with the Sall Research to agree to contract with the Sall Research to a

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be substantially completed as soon as practicable, but no later than one hundred (100) consecutive calendar days thereafter, and will be fully completed within one hundred and twenty (120) consecutive calendar days unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$\frac{\$400.00}{\$}\$ for each consecutive calendar day thereafter that work is not substantially completed. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$\frac{\$800.00}{\$}\$ for each consecutive day thereafter, as liquidated damages the sum of Eight Hundred Dollars (\$\frac{\$800.00}{\$}\$ for each consecutive day thereafter, as liquidated damages the sum of Eight Hundred Dollars (\$\frac{\$800.00}{\$}\$ for each consecutive day thereafter, and that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 JTM #2 n/A #3 n/A

For all Work presented in the Bid Documents, Bidder submits the following Bid:

Denis L. Maher Company P O Box 130 Ayer, MA 01432 TEL 978 615-4606 FAY 078 615-4607

Denis L. Maher Company P O Box 130 Ryer, MA 01432

TEL 978 615-4606 FAX 978 615-4607

N 03/30/2020

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

BID FORM

NO.	<u>DESCRIPTION</u>		<u>AMOUNT</u>
1.	For Mobilization, the total lump sum price of		
	(Lump Sum Price in Words)	=	\$ 9900.00
	(Maximum Bid Price for this Item is 5% of total bid_)		
2.	For Soils Report and Water Quality Testing, the lump sum price	of	
	(Lump Sum Price in Words)		\$ <u>1000.00</u>
3.	For Installation of 18" x 12" Gravel Packed Well TW-1-18,		
	the unit price of		
	Seven hurshed seventy nine & cents (Unit Price in Words)		
	per vertical foot for an estimated quantity of		
	35 v.f. x \$ 779. \(\omega\) (Unit Price in Figures)	=	\$ <u>27265.</u> @
4.	For Installation of 18" x 12" Gravel Packed Well TW-3-19,		
	the unit price of		
	(Unit Price in Words)		
	per vertical foot for an estimated quantity of		
	28 v.f. x \$ 779.00	=	\$ 21812.00
	C-454/Contract No. W-161		BID 00300-2

ť	(Unit Price in Figures)	Denis L. Maher Company
5.	For Installation of 18" x 12" Gravel Packed Well TW-4-19,	P O Box 130 P O Box 130 Ayer, MA 01432 TEL 978 615-4606 FAX 978 615-4607
	Seven hundred swenty mines of conto (Unit Price in Words)	FILL \$700.
	per vertical foot for an estimated quantity of	\$ 21033.00
	27 v.f. x \$ 779.00 (Unit Price in Figures)	
6.	For Installation of 18" x 12" Gravel Packed Well TW-7-19,	
	seven hundred survey mine & oolemts (Unit Price in Words)	
	per vertical foot for an estimated quantity of	\$ 21812.00
	28 v.f. x \$ 779.00 (Unit Price in Figures)	
7.	For Installation of 12-Inch Well Screens, the unit price of	
	Three hundred sixty of co/cents (Unit Price in Words)	
	per vertical foot for an estimated quantity of	= \$_9000.00
	25 v.f. x \$ 360, 60 (Unit Price in Figures)	
8	For Development of 18" x 12" Gravel Packed Wells, the unit price o	f
	For Development of 18" x 12" Gravel Packed Wells, the unit price of me hundred seventy Y conto (Unit Price in Words)	
	per hour for an estimated quantity of	\$ 17000.00
	100 hrs. x \$(Unit Price in Figures)	
		TIC

For Conducting Performance Test, the lump sum price of 9.

Sustay one Thrusand wast hundred minity & Cento (Lump Sum Price in Words) \$ 61890.00

For Miscellaneous Work Associated with 18" x 12" Gravel Packed 10.

Well Installations, the lump sum price of

(Lump Sum Price in Words) (Lump Sum Price in Words) \$ 7750.00

TOTAL BID - FOR BID COMPARISON BASED UPON ESTIMATED QUANTITIES

\$ 198 462-00

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

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

Denis L. Maher Company PO Box 130 Ayer, MA 01432

STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has successfully accomplished similar public supply well installations work in the following places: (Include type of project, total value of Contract, date of 1. Description of Project ___ ease See a Hacke completion, etc.) Owner & Contact Person (Names, Addresses and Telephone Nos.) Engineer & Contact Person _____ (Include type of project, total value of Contract, date of 2. Description of Project __ completion, etc.) Owner & Contact Person ____ (Names, Addresses and Telephone Nos.) Engineer & Contact Person (Include type of project, total value of Contract, date of 3. Description of Project ___ completion, etc.) Denis L. Maher Company P O Box 130 Ryer, MR 01432

NAT-454/Contract No. W-161 N 03/30/2020

	(Names, Addresses and Telephone Nos.)
agineer & Contact Person	
Description of Project(Ir	iclude type of project, total value of Contract, date of
completion, etc.)	
Owner & Contact Person	(Names, Addresses and Telephone Nos.)
Engineer & Contact Person	
5. Description of Project	(Include type of project, total value of Contract, date of
of completion, etc.)	
Owner & Contact Person	(Names, Addresses and Telephone Nos.)
G. Contact Person	

NAT-454/Contract No. W-161 N 03/30/2020 BID 00300-6



GRAVEL PACKED WELL PROJECTS STATEMENT OF EXPERIENCE

Town of Medway
Department of Public Works
155 Village Street
Medway, MA 02053
Mr. Barry Smith - 508 533-3208
2020 - Populatic GP Well Construction \$118,341.500

Shrewsbury Water Department
100 Maple Avenue
Shrewsbury, MA 01545
Mr. Bob Tozeski - 508 841-8506
2014 - Lambert Gravel Packed Well 3-1 \$60,062.00
2016 - Home Farm Replacement Well 6-5 \$131,675.00
2018 - Sewell Replacement Well #5R \$86,950.00
2020 - Home Farm Replacement Well 6-6 \$115,120.00

Barbato Construction Co., Inc. 155 East Grove Street Middleboro, MA 02346 Mr. Ed Barbato - 508 946-9414 2012 - Needham, MA - Gravel Packed Well #1 \$94,298.00

Concord Public Works
135 Keyes Road
Concord, MA: 01742
Mr. Alan Cathcart - 978 318-3250
2012 - Deaconess Gravel Packed Well \$86,046.00

Town of Plymouth
Environmental Partners Group
1900 Crown Colony Drive
Quincy, MA 02169
Mr. Ryan Trahan - 617 657-0253
2018 Forges Field Gravel Packed Well \$156,316.00

Tata & Howard 67 Forest Street Marlborough, MA 01752 Mr. Paul Howard - 508 303-9400 2011 - Upton, MA - 3 Gravel Packed Wells \$98,334.00 Buzzards Bay Water District 15 Wallace Avenue Buzzards Bay, MA 02532 Mr. Steven Souza - (508) 759-4631 2017 - Well #5 Gravel Packed Well \$95,191.00

Bellingham Department of Public Works
26 Blackstone Street
Bellingham, MA 02019-1602
Mr. Donald DiMartino - 508-966-5816
2017 Cross Street Replacement Well #1R \$83,395.00
2019 Hartford Ave Replacement Well #7R \$104,794.00

Bernardston Fire and Water Dist.
31 Deane Road
Bernardston, MA 01337
Mr. William Pachalis
2014 - Replacement Gravel Packed Well \$73,176.00

Dedham-Westwood Water District
50 Elm Street, PO Box 9137
Dedham, MA 02027-5997
Mr. Robert Lexander - 781 329-7090
2014 - Bridge Street - 3 Gravel Packed Wells \$147,026.00

Grafton Water District
44 Millbury Street
Grafton, MA 01519
Mr. Matt Pearson – 508 839-2302
2013 Trinity Ave Wellfield - 3 GP Wells \$147,247.00

Littleton Water Department 39 Ayer Rd Littleton, MA 01460 978 540-2222 2011 Beaverbrook Gravel Packed Well #2 \$128,256.00

T	The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall enform work on the project.
p.	erform work on the project.
A	$\Lambda = 0$
10	n/B
1.	C. Less sub-contractor
	The Bidder shall submit a list of experience for above sub-contractor.
F	Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a
d che	Each Bid shall be accompanied by a <u>Bid Deposit in the form of a Fig.</u> eck on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, eck on, or a treasurer's or cashier's check issued by, a responsible bank or trust company,

Each Bid shall be accompanied by a <u>Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.</u>

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

BIDDER: The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

follows:	,	<i>i. (</i>	a 1 .	
Doniel A	racher 107	Mishawu	m/ld l	uobun, ma
- 1/a-1	a Micaa	in Eldridge	nd Ha	reardma
7. AVGOOR	e 10/0//ne	130101.0gc		

This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporation or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be completed following this page.

The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage ratio and specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of this Contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it shall comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned, as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (O.S.H.A.), and all latest revisions thereto, and that this Bid is prepared on the basis of compliance with those requirements.

Denis L. Moher Company P O Box 130 Ayer, MA 01432 TEL 978 615-4606

NAT-454/Contract No. W-161 N 03/30/2020 BID 00300-7 The undersigned, as Bidder, 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. The undersigned, as Bidder, hereby certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employees begin work. The undersigned, as Bidder, hereby certifies that if it is selected as Contractor, it shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned, as Bidder, hereby certifies that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

The undersigned, as Bidder, hereby certifies that he shall maintain records in reasonable detail which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 39R.

THIS BID SUBMITTED ON 6/1 2020	
By I spendow Wouse	
Signature	
J. THEODOES MORINE	
Printed Name	
VICE PRESIDENT	
Printed Title	
By Denis L Maher Co.	
(Corporation Name)	
Massachusetts	
(State of Incorporation)	
(Corporate Seal)	
$\alpha = 0$	
Attest Colley Ja Collocon	
(Secretary) Calla Sacobson	
Business Address: 7 Scully Road	
Business Address: 7 Sculley Road Ayer, MA 01432	
Telephone Number: 978015-4604 Email Address:	
Fax Number: (978-415-4407	

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Bid, in all respects is bona fide, fair, and 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, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Name of Bidder
Don's Lmaker co
- sallen de Ayer, mp
Address of Bidder
By: 1 theodore Merine
Signature MOZINE
T. THEIDERE MORINE Printed Name
VICE PRESIDENT
Printed Title
6/.120
Date

TAX COMPLIANCE CERTIFICATION

AX COMI Entro
Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury Dense Line Commonwealth of Massachusetts has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder
Denis Lmaker CO
7 Styllan Rd Ayer MA
Address of Bidder
By: Merdon Worns
THEODORE MORINE
Printed Name
VICE PRESIDENT Printed Title
6/1/20
Date

CERTIFICATE AS TO CORPORATE BIDDER Calla Tackson certify that I am the Secretary Clerk of the corporation named as Bidder in the Bid included herein; that I theoline Murineno signed said Bid on behalf of the Bidder was then VTUPOS, of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body. (Corporate Seal)

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

- The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services. 1.
- No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by 2.
- No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or 3. other compensation contingent upon the award of the contract to the Bidder.
- The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual. 4.
- Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law. 5.

om(11
Name of Bidder
Deris Lmaler Co
TSculley Rd Ayer, MA
Address of Bidder
By: 1. Theodore Morine
Signature
Printed Name
VICE PRESIDENT
Printed Title
6/1/20
- Date

CERTIFICATE OF COMPLIANCE WITH M.G.L., C.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined herein.

Dons Maher co
Name of Bidder
7 Salley Vd Address of Bidder
Ayer, MA O1432
Telephone Number
Bu I Thurstone Monine
By: I theolose Mount Signature
Printed Name
VICE PRESIDENT
Printed Title
6/1/20
Date

CONTRACT INSURANCE REQUIREMENTS

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

Name of Bidder

7 Scullay Ld Ayl MA

Address of Bidder

By: Model Mosine

Signature

Printed Name

VICE PRESIDENT

Printed Title

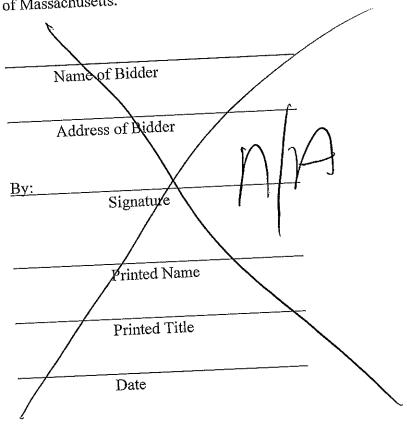
CERTIFICATE OF NON-DEBARMENT

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 Law or any rule or regulation promulgated thereunder.

Doms 1 maker Co	
(Company Name)	
Vice President	44////
(Signature title)	
Denis & Mahen co	
Name of Bidder	
7 Sculley No Ayer MA 01432 Address of Bidder	
By: I. Theodore. Morine Signature J. THEODORE MORINE	
Printed Name	
VICE PRESIDENT	
Printed Title	
0/./20	
Date	

CERTIFICATE OF FOREIGN CORPORATION

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c. 181, Section 4 to do business in the Commonwealth of Massachusetts.



If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, Section 4, to do business in the Commonwealth.

Denis L. Maher Company P O Box 130 Ayer, MA 01432 TEL 078 615-4606 FAX 978 615-4607

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 all employees to be employed in the work with the first certified payroll report for each employee; and that all employees to be employed by the subject to this Bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

United States Occupational
Denis Umaher Co Name of Bidder
7 Sculley N& Ayer MA Address of Bidder
By: Muchael Mount Signature Theodore Morine
Printed Name
Printed Title
6/1/20
Date

BID BOND (Percentage)

Bond No. 65081652	Company, LLC
KNOW ALL PERSONS BY THESE PRESENTS, That we	Denis L. Maher Company, 22
of P. O. BOX 1307 12	, Heremakor i i i
7.77	
WESTERN OF Na	tick DPW
as Surety, are held and firmly bound unto Town_ of _Na	tick Dew
W	hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid	nent of which we bind ourselves, our legal representatives,
(5%), for the paym	nese presents.
WHEREAS, Principal has submitted or is about to submit the submitted or is about to submit the submitted or is about the submi	it a proposal to Obligee on a contract for
WHEREAS, Finisparial Morse's Pond Replacement Wellfield	
t and he awarded to	o Principal and Principal shall, within such time as may be
NOW. THEREFORE, if the said contract be awarded to	o Principal and Principal shall, within such time as may be uch bond or bonds as may be specified in the bidding or se; or if Principal shall fail to do so, pay to Obligee the h failure not exceeding the penalty of this bond, then this and effect.
NOW, THEREFORE, if the said contract be awarded to specified, enter into the contract in writing and give so contract documents with surety acceptable to Oblige damages which Obligee may suffer by reason of such that the shall be void; otherwise to remain in full force	o Principal and Principal shall, within such time as may be uch bond or bonds as may be specified in the bidding or se; or if Principal shall fail to do so, pay to Obligee the h failure not exceeding the penalty of this bond, then this and effect.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65081652 Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Ann M Chaulk its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for: Principal: Denis L. Maher Company, LLC Town of Natick DPW Obligee: Amount: \$1,000,000.00 and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-infact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect. "Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." is not issued on or before midnight of August 31st, 2020 authority conferred in this Power of Attorney shall expire and terminate. its corporate seal to be affixed this 2nd day of Bruflat, Vice President _, in the year 2020 , before me, a notary public, personally appeared June $_{\rm day}$ of $_{\rm d}$ Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. J. MOHR **NOTARY PUBLIC** SOUTH DAKOTA (SEAL My Commission Expires June 23, 2021 I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force. In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd

To validate bond authenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Services > Validate Bond Coverage.

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

BID BOND	He
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	
(Name of Contractor)	
(Address of Contractor)	
a, hereinafter called PRINCIPAL and (Corporation, Partnership, or Indi	vidual)
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
the Town of Natick, Massachusetts	
(Name of Owner)	
Natick Town Hall, 13 East Central Street, Natick, MA 01760 (Address of Owner)	
as OWNER in the total aggregate penal sum of	
Dollars (\$	_)

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

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the Evergreen Well #3 Replacement project for Natick, Massachusetts.

POBOX 13032

TEL 978 615-4606

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 Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or 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 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 the Surety have hereunto set their hand and seals, and such of them as 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.

ATTEST:	
	Principal Print name
(Principal Secretary)	
(SEAL)(s)	ByPrincipal Signature
Printed Name	
Printed Title	
(Address)	(Address)
	(Surety)

ATTEST:	
(Witness as to Surety)	ByAttorney-in-Fact Signature
	Printed Name
	Printed Title
(Address)	(Address)

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 of Massachusetts.



Attached Addendum #1 Morse Pond Well Replacement Contract W-161

1 message

Anne Ford <aford@cesincusa.com>
To: Anne Ford <aford008@verizon.net>

Fri, May 29, 2020 at 8:46 AM

Dear Plan Holders:

Attached you will find the Addendum to the NAT-454, Contract W-161 for the Morse's Pond Well Replacement.

Regards,

Anne Ford • Senior Administrative Assistant

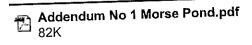
P 978.648.6025 | F 978.648.6068 | C 978.502.8560

CESING

Engineers • Environmental Scientists • Surveyors

63 Great Road, Suite 200, Maynard, MA 01754 | www.cesincusa.com

This e-mail may be confidential and is intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of CES, Inc. If you are not the intended recipient (or responsible for delivery of the message to such person), you may not use, copy, distribute or deliver to anyone this message (or any part of its contents) or take any action in reliance on it. In such case, you should delete this message, and notify us immediately at 207 989 4824 or by email brewer@cesincuse.com.



ADDENDUM NO. 1

DATED

MAY 29, 2020

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

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-161. 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.

Bid opening procedure update. Due to COVID-19 The bid opening is closed to the public. The Procurement officer will conduct the bid opening after the closing of bids. The opening procedures will be streamed live through a video conferencing software called ZOOM. To attend the virtual bid opening follow the link below.

Join Zoom Meeting https://us02web.zoom.us/j/86587988696?pwd=d2xWb0lvTkpjbis2ak5LUzZONldBdz09

Meeting ID: 865 8798 8696

Password: 5kPjts

ADDENDUM NO. 1

DATED

MAY 29, 2020

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. W-161

MORSE'S POND REPLACEMENT WELL FIELD

TO ALL BIDDERS OF RECORD:

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https://us02web.zoom.us/j/86587988696?pwd=d2xWb0IvTkpjbis2ak5LUzZONldBdz09

Meeting ID: 865 8798 8696

Password: 5kPjts

X			