



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301

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JWO Transit Center Hydronic System Cleaning and Glycol Replacement Greenfield, Massachusetts

INVITATION FOR BIDS 2026.08.1

Due September 21, 2026 at 1:00 PM

CONTACT INFORMATION on behalf of the Franklin Regional Transit Authority

BRETT GROUT – FACILITY MANAGER
JWO TRANSIT CENTER
FRANKLIN REGIONAL TRANSIT AUTHORITY
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INVITATION FOR BIDS 2026.08.1

JWO Transit Center Hydronic System Cleaning and Glycol Replacement

The Franklin Regional Transit Authority will accept sealed bids for the JWO Transit Center hydronic system cleaning and glycol replacement at 12 Olive Street, Greenfield, MA. per the specifications.

Sealed bids plainly marked "**JWO Transit Center Hydronic System Cleaning and Glycol Replacement**" in the lower left-hand corner of the envelope must be received by the Franklin Regional Transit Authority, 12 Olive St. Suite 1, Greenfield, MA 01301, until **September 21, 2026, at 1:00 PM**, at which time they will be publicly opened and read. The original and one copy must be submitted. Faxed or emailed bids will not be accepted.

A **bid deposit or bond**, payable to the Franklin Regional Transit Authority, in the amount of 5% of the bid amount is required with the bid submittal and may be in the form of a Treasurer's/bank check or drawn on a MA licensed surety. The awarded contractor will be expected to provide a **Labor and Materials Payment bond** in the amount of 50% of the contract price.

An optional pre-bid briefing/walk through shall be scheduled by contacting Brett Grout, Facility Manager, by email or phone call. See contact information on page 1 of the IFB.

Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive and are included in the bid package. Bid specifications and addenda can be found at <https://www.frtc.org/about/procurements/>. Bidders should check for addenda before submitting their bid.

The awarding authority is the Franklin Regional Transit Authority. The FRTC reserves the right to accept or reject any or all bids in total or in part as they may deem to be in the best public interest.

The Franklin Regional Transit Authority (FRTC) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-2262 x-104 (voice) (MA Relay System: 800-439-2370), Tina@frtc.org (e-mail).

PROJECT SUMMARY

The JWO Transit Center Hydronic System Cleaning and Glycol Replacement

project consists of draining/pumping out the existing propylene glycol from the three individual hydronic systems; heating, geothermal and the water-to-water heat pump system. Flushing and cleaning of all three systems. Pump/install new propylene glycol (30% solution) back into all three systems. The FRTA has the sole discretion to determine what is equivalent.

The project includes, but is not limited to:

- Removal of existing glycol from all three systems and make up tanks
- Flushing/cleaning of all three systems
- Removal/disposal of flush water and cleaning agent
- Installation of new propylene glycol at 30% solution to all three systems and make up tanks

Pumps, hoses, fittings, tanks, compressors necessary for the project are the sole responsibility of the contractor. 120V, 20 amp is available on site if needed.

PROJECT SCHEDULE: August 19, 2026 – October 16, 2026

Minimum years of experience providing work of a similar nature is 3 years.

BIDDERS ARE ENCOURAGED TO SCHEDULE A SITE VISIT TO RECOGNIZE THE SYSTEM AND SITE LIMITATIONS TO COMPLETE THIS PROJECT. SEE CONTACT INFORMATION ON PAGE ONE TO SCHEDULE.

Advertisement for Construction Services (MGL c. 149)

[] Greenfield Recorder Newspaper Legal Ad	8/19/2026
[] Bids posted on FRTA Webpage https://www.frtc.org/about/procurements/	8/19/2026
[] Central Register	8/27/2026 for 9/02/26 pub.
[] Comm Buys posting	8/19/2026

CRITICAL DATES

Deadline for Written Questions Send questions to Brett@frta.org	9/11/2026 by 2PM
Addenda sent to Plan holders	9/16/2026
BID DEADLINE/BID OPENING	9/21/2026 at 1PM

ESTIMATED DATES

Notice of Award	9/25/2026
Contract Executed	9/29/2026
Work to Begin	On or after 9/30/2026
Project Completed	10/16/2026

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INVITATION FOR BIDS

JWO Transit Center hydronic system cleaning and glycol replacement – IFB 2026.08.1

I. GENERAL CONDITIONS

DEFINITIONS: Where “Owner”, “Awarding Authority” or FRTA is used, it shall mean the Franklin Regional Transit Authority or their designee. Where “Contractor” is used, it shall mean the Firm hired by the FRTA to perform the Work or the Contractor’s authorized Project Manager or designee.

The Work of the contract shall consist of all materials, labor, equipment and services required by the specifications and other documentation, or as reasonably inferable from any or all the Bid Documents. The Work shall be for the whole or part of the project as described in the Agreement.

The Work of the project shall comply in all respects with applicable federal, state, county regulations, laws and codes.

All materials and workmanship shall be equal to the highest standard and shall be to the satisfaction of the Owner. Substitution of items will not be permitted unless specifically approved by the Owner in writing.

EXAMINATION OF DOCUMENTS AND SITE: Before submitting a bid, each bidder shall read the Specifications and all other Bidding Documents. Each bidder shall fully inform himself/herself prior to bidding as to existing conditions and limitations under which the Work is to be performed and shall include in their bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination. A SCHEDULED ON SITE PREBID MEETING is offered, and this is the only opportunity to have a tour of the work site and discussion of objectives.

HAZARDOUS MATERIALS/STOP WORK: If hazardous-containing materials are encountered during this work the Contractor shall cease work and immediately notify the owner.

ACCESS TO BUILDING: Contractor shall be allowed access to the building Monday through Friday, 7AM to 7PM. Any after-hours access will need to be pre-approved by the Facility Manager. The Contractor shall assure that the building is secured and will use utmost care in always protecting FRTA-owned property. During open hours, the Contractor will work with the FRTA and Personnel on to limit bus schedule and passenger interruption.

HVAC SERVICE INTERRUPTION: Contractor may interrupt HVAC systems with planned notice to be given to the Facility Manager. Interruptions should be made at times to maintain habitable building conditions.

MODIFICATIONS: All requests to modify the project scope, specifications or drawings shall be submitted to the Owner in writing and must be approved by the Owner in writing.

2. GENERAL SPECIFICATIONS

CONTRACT DOCUMENTS AND RELATED REQUIREMENTS:

The following specifications are considered minimum requirements for proper completion of the Work as described by the Documents. Provide all necessary permits, labor, materials, equipment, safety procedures and supervision and all Project and Contract Closeout requirements and procedures.

Drawings, general provisions of the contract, including any supplementary conditions and other included specifications shall apply to the work of this project. The Documents show the work to be done under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing building conditions and restrictions on use of the building/site, requirements for Owner occupancy during the work, coordination with other work and the phasing of the work. In the event the Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Owner for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without obtaining guidance from the Owner shall become the sole risk and responsibility of the Contractor. All cost incurred due to such action are also the responsibility of the Contractor.

CONTRACTOR(S):

The Contractor shall be solely responsible for the Work described in the contract agreement. S/he shall have complete control over project methods, techniques and procedures and shall supervise such work with her/his best skill and attention. The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Contract Agreement as well as building permits and other governmental fees, licenses and inspections necessary for the proper completion of the Work.

The Contractor warrants to the Owner that all materials and equipment required to complete the Work on the project will be of good quality and new, unless otherwise specified.

The Contractor shall take care in working near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at his expense, to the Owner's satisfaction.

The Contractor shall keep the project site and surrounding area free from waste materials and rubbish which results from his work on the project. The FRTA will provide a 3-yard dumpster for any miscellaneous trash, any trash more than the provided dumpster will hold will be responsibility of the Contractor. Costs for said trash hauling and disposal shall be included in the lump sum fee.

The Contractor shall be held responsible for all damages resulting from his, or his subcontractors, errors, omissions or negligence in the performance of the Work of the Construction Agreement.

The Contractor shall hold harmless the FRTA from and against all claims, damages, losses, expenses, legal fees or other costs resulting from the Contractor's performance of the Work of the Construction Agreement.

The Contractor shall provide the Owner access to the Work for review.

GENERAL BIDDERS PRQUALIFICATION:

N/A

SUBCONTRACTORS PREQUALIFICATION:

N/A

QUESTIONS REGARDING SPECIFICATIONS:

Any questions regarding the intent or meaning of the specifications and the equality or use of products or methods, other than those designated or described on the drawings or in the specifications, shall be submitted in writing by the bidders to Brett@frta.org. The FRTA will address the questions and issue responses via an addendum to all registered bid plan holders. The deadline for written questions to be as described in the Bid Schedule.

Unless such action is taken by the bidder and approval obtained, he agrees to use the product or method designated or described in the specifications.

OSHA:

The work area shall be made OSHA safe by this Contractor. All workers must be OSHA 10 hour trained (minimum) and carry their OSHA cards.

JURISDICTION:

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

CONTRACTOR USE OF PREMISES:

The Contractor and Contractor's personnel and others providing portions of the Work of the project shall cooperate fully with the Owner regarding the use of the building to facilitate the Work. Bus schedules and pedestrian traffic will need to be maintained as instructed by the FRTA.

PROJECT CHANGES:

Changes, modifications, additions and/or deletions to the Work under this agreement will only be made by written order signed by the Owner and the Contractor. Any such changes will not invalidate this Agreement. When change order work is approved, the Owner will approve the following maximums above the direct cost:

Where only the general bidder (or his direct sub-contractors) is involved, fifteen percent (15%) overhead and profit, plus one percent (1%) for the bond.

The time for project completion and the project cost will be adjusted accordingly.

PERSONNEL PROTECTION:

The Contractor is responsible for all safety and protection of all persons at the site of the Work.

EXISTING CONDITIONS

Bidders are required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received. Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may desire, as to actual conditions and requirements of the work. The Contractor shall have no grounds for additional compensation because of excessive expense due to encountering any existing pipes, wires, structures, etc.

SPECIAL JOB REQUIREMENTS

All components, materials, parts and labor executed under this contract shall be **warrantied for a period of not less than one (1) year** from the date of Substantial Completion.

Completion of all punch list items is to be completed by **Friday, October 9, 2026**.

The Contractor is required to protect all existing finishes, landscaping, etc. from damage because of this project, and will be responsible for the repair of said finishes, landscaping, etc. if damage occurs.

3. PROJECT WORK SPECIFICATIONS

CONTRACTOR NOTE: THE SPECIFICATIONS MAY USE SOME PROPRIETARY MATERIALS AND CONSTRUCTION METHODS. THE SPECIFICATIONS, AS WRITTEN, ARE INTENDED TO SET A LEVEL OF QUALITY FOR THIS PROJECT. CONTRACTOR MAY USE ALTERNATE MATERIALS OF

EQUAL OR GREATER QUALITY, BUT ONLY AS APPROVED IN WRITING BY THE OWNER. THE OWNER IS THE SOLE ARBITER OF THE QUALITY OF THE MATERIALS AND METHODS.

Submit questions regarding suggested alternatives via email to: Brett@frta.org before the due date for written questions.

GENERAL:

CONTRACT CLOSEOUT:

PART 1 – GENERAL SUMMARY

This Section describes an orderly and efficient transfer of the completed Work to the Owner.

QUALITY ASSURANCE: Prior to requesting inspection by the Owner, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

PROCEDURES:

Final Completion:

Verify that the Work is complete including but not necessarily limited to any “punch list” items.

Certify that:

- a. Contract Documents have been reviewed.
- b. Work has been inspected for compliance with the Contract Documents.
- c. Work has been completed in accordance with the Contract Documents.
- d. Equipment and systems have been tested as required and are operational.
- e. Work is completed and ready for final inspection.

The Owner will inspect to verify status of completion.

Should the Owner determine that the Work is incomplete or defective:

- a. The Owner promptly will so notify the Contractor, in writing, listing the incomplete or defective work.

- b. Remedy the deficiencies promptly and notify the Owner when ready for re-inspection.

When the Owner determines that the Work is acceptable under the Contract Documents, he/she will request the Contractor to make closeout submittals.

Closeout submittals include, but are not necessarily limited to:

- a. Operation and maintenance data for items for other Sections of these Specifications, and for other items when so directed by the Owner.
- b. Warranties and bonds.

Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:

- a. Certificates of Inspection.
- b. Certificates of Insurance for products and completed operations.
- c. Evidence of payment and release of liens.
- d. Final adjustment of accounts:
- e. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum.

If so required, the Owner will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

INSTRUCTION: Instruct the FRTA personnel in proper maintenance of systems, equipment, and similar items which were provided as part of the Work.

CLEANING:

Throughout the project period, maintain the building and site in a standard of cleanliness as described in this Section.

QUALITY ASSURANCE:

Conduct daily inspections, and more often, if necessary, to verify that requirements for cleanliness are being met.

Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

COMPATIBILITY:

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, safe for personnel in the areas, and as recommended by the manufacturer of the material.

General: Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials. The Facility Manager will coordinate storage areas if necessary.

Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.

Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

Site: Daily, and more often, if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

Weekly, and more often, if necessary, inspect all arrangements of materials stored on the site by re-stacking and organizing.

Always maintain the site in a neat and orderly condition.

FINAL CLEANING:

Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap debris, and waste.

DELIVERY STORAGE HANDLING:

Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
3. Do not store materials in a way to cause damage to or from environment or vandalism.
4. Store materials as to not prohibit bus or pedestrian traffic.

WARRANTY:

In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a **period of not less than one (1) year** from the date of Substantial Completion of work, as certified by the Owner, except that for items of work not completed at the time of Substantial Completion, the warranty period shall be for one year from completion of those items of work. The Contractor shall indemnify the FRTA for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the FRTA from and against any and all claims, demands, losses, costs, expenses, liabilities, and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the FRTA for alleged infringement of patents based upon any methods of installation of application or upon materials furnished under the Contract.

DETAILED WORK SPECIFICATIONS:

OWNER'S TECHNICAL REQUIREMENTS

Removal and disposal of the existing propylene glycol in the heating system, geothermal, water-to-water heat pumps and all system piping. Clean/flush the three systems. Install/refill those systems with new 30% propylene glycol with corrosion inhibitor.

- Remove, drain, pump out and dispose of existing old glycol. **2000 gallons in heating, WWHP (chilled and pre-heat system), calculated by original installation contractor. 1300-1400 gallons in the geothermal well system ESTIMATED!**
- Add system cleaner to each system and instruct Facility Manager as to the cycle time needed
- Flush and remove and dispose of cleaner from each system
- Add new propylene glycol with corrosion inhibitor (30%) to each system
- When finished, retest to assure 30% solution rate

Removal and Disposal

- Drain down, pump out existing glycol from each system.
- FRTA will assist with system venting
- Transport all waste glycol and cleaning agents to permitted disposal facility. FRTA shall receive a copy of the disposal manifest after delivery.
- If approved by the City of Greenfield, the cleaning agent can be disposed of onsite into the sanitary sewer. Copies of cleaning agent SDS shall be made available to the City prior to any disposal into the sanitary sewer.

Re-Fill of Systems

- Re-fill all systems with new (30%) propylene glycol with corrosion inhibitors
- Facility Manager will coordinate with the contractor the operation of pumps and valves to assist with system refill
- Once all systems are refilled, contractor shall retest glycol to assure 30% rate and add additional if needed
- Refill (3) make-up tanks with (same) new 30% propylene glycol, approximately 30 gallons each.

Available onsite

- Multiple 120V, 20-amp outlets in mechanical room and boiler building
- City supplied domestic water, 60-70 psi
- Exterior locked storage and limited interior storage if needed
- Forklift onsite if needed – coordinate with Facility Manager

Parking/Access

- Any vehicles not needed for the removal or refill process must be parked in vehicle parking lot, not the bus driveway
- Vehicles needed in the bus driveway area must be coordinated with the Facility Manager. Vehicle and pedestrian traffic lanes must be maintained. Any bus berth blocking must be coordinated with Facility Manager prior.

- Signs and barriers shall be used to protect and warn pedestrians and buses of work areas

4. BID INSTRUCTIONS and GENERAL CONTRACT TERMS

See the Sample Contract, attached for detailed contract terms and conditions

1. Sealed Bids following all instructions on the IFB notice page shall be received on or before the deadline for receipt of bids.
2. To receive any addenda/notices that may be issued regarding this bid, you will find them at: <https://www.frtc.org/about/procurements/>
3. All work is to be completed by licensed, certified, and skilled tradespeople.
4. The contractor will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and local codes (including current building and fire codes).
5. As the FRTC is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes. Certificate will be issued on request.
6. Prevailing Wage rates set at the Massachusetts Department of Labor and Industries apply. Appropriate wage schedule is attached.
7. Labor and Materials/Payment Bond is required at the time of contract signing in the amount of 50% of the construction bid. Bond forms will be provided by FRTC (page 43).
8. A bidder will be held to the terms and the prices submitted for the duration of the contract period if a contract is signed by both parties within 30 days of the bid opening.
9. Contract execution will be conditioned upon producing an insurance certificate as outlined on the INSURANCE REQUIREMENTS page as well as applicable bonds.
10. A contract substantially in accord with the Sample Contract found in this bid package will be required to be signed by the Contractor and the Town. The Owner's specifications will be central to the legally binding contract. Any terms or conditions that cannot be met by the bidder must be brought to the FRTC's attention in a Written Question before the deadline. If the matter can be resolved in an Addendum, one will be issued so that all Bidders are notified of any exceptions allowed.
11. The contract resulting from this bid will be awarded to the lowest eligible contractor based upon price, past performance, and degree of exclusion, exemption, or restrictions on the bid. The awarding authority reserves the right not to award the bid if it is not in the best interest or within their budget. Please see pages 23-24 for

reference/past performance.

12. A written contract will be signed between the awarded contractor and the FRTA.
13. The Franklin Regional Transit Authority Staff will be available to answer any general questions about procedure, etc., but no question will be answered that in any way could give an unfair advantage to a contractor except through a written Addendum. Written questions should be directed to:

Brett Grout, Facility Manager
Brett@frta.org

14. The Contractor must submit with their response a list of **at least three (3)** projects which they have successfully completed, giving the name and address of the projects so that they may be investigated prior to the award of the contract. Publicly owned projects of similar size and scope are preferred. A contact person with CURRENT PHONE NUMBER must be provided for each reference.
15. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the FRTA. Conditional Bids will not be accepted.
16. Any inferior or damaged product, as determined by the FRTA, will be replaced at the total expense of the Vendor.
17. Any restrictions, qualifications, or deviations from specifications must appear either on the Bid Form or on an attachment thereto.
18. OSHA Certification
All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees' OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid but must be available upon request.

19. INSURANCE REQUIREMENTS

The Contractor shall always during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the FRTA and before commencement of work hereunder the Contractor agrees to furnish the FRTA certificates of insurance or other evidence satisfactory to the FRTA to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobiles)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobiles)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

*** A "Workers Compensation Insurance Affidavit: General Business" as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing if any employees/owners of the Company are not covered under the WC policy. See <http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf>*

The Franklin Regional Transit Authority shall be named as additional insured under liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form of general liability endorsement.

This summary is not to be considered an exhaustive list of contract terms and conditions.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, Payment Bond acceptable to the FRTA within ten days after notice of contract award will result in the forfeiture of the Bid Deposit/Bond as Liquidated Damages. The Contract will be awarded to the next lowest qualified bidder or the IFB re-advertised, as the FRTA believes is in the best public interest.

Checklist of Required Signed Submittals:

- Signed Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- 5% Bid Deposit / Bond (payable to FRANKLIN REGIONAL TRANSIT AUTHORITY)
- References – Minimum of three
- ONE ORIGINAL AND ONE COPY ARE REQUIRED

Items required at Contract Signing:

- Proof of Insurance meeting above requirements naming Franklin Regional Transit Authority as Additional Insured
- 50% Labor and Materials Payment Bond drawn on a MA Licensed Surety

JWO Transit Center hydronic system cleaning and glycol replacement

Greenfield, Massachusetts
IFB 2026.08.1

Form for General Bid

To the Franklin Regional Transit Authority, (hereinafter called the "Owner") acting through its Administrator, duly authorized therefore, who act solely for said FRTA and without personal liability to themselves:

Ladies/Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all incidental materials and labor necessary for the completion of the Work as specified in the Bid, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have ten (10) consecutive business days from date of opening to accept the bid, except as described in the specifications, the lump sum price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Plans and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work but involved in carrying out their intent will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, the Bidder certifies under the penalties of perjury that, to the best of their knowledge and belief, they are in compliance with all laws of the Commonwealth relating to **taxes**, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid 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.

Bidder's Name

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

The undersigned certifies that all their employees who will be employed at the work site have successfully passed the **OSHA approved 10-hour safety course**, and we have proof on file. They also certify that they can furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned proposes to furnish all labor and materials required for the Glycol replacement project with the accompanying specifications.

The BIDDER acknowledges receipt of the following addenda:

No. _____, dated _____, 2026

No. _____, dated _____, 2026

No. _____, dated _____, 2026

No. _____, dated _____, 2026

The Bidder will take in full payment, therefore, the following price, to wit:

A. The proposed Bid Price is: \$ _____

In words: _____

Payment and Performance Bonds to be based on this lump sum bid amount.

Contractor's MA License # _____
If applicable

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications. This bid may include proprietary materials. Any OR EQUAL submissions require accompanying documentation. The Owner has the sole discretion to determine if a product or method is EQUAL.

Form for General Bid, page 3

Bidder's Name

Signature _____ Printed Name _____

Title _____ Company Name _____

Company Address _____

Phone _____ Fax _____ Email _____

Date _____

Name and Tel # of Person who will be filing CERTIFIED PAYROLL

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

_____ Federal Tax ID Number (this number is regularly used by companies when filing their “EMPLOYER’S FEDERAL TAX RETURN, U.S.” Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ☐

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC ☐

Circle tax classification: ☐D (disregarded entity) ☐C (corporation)
Or ☐ P (partnership)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary)

☐

_____	NAME
_____	NAME
_____	NAME
_____	NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ON BID FORM ONLY AND CHECK HERE ☐

REFERENCES

[USE YOUR OWN FORMAT AS LONG AS ALL ITEMS ARE ADDRESSED]

Please list **AT LEAST THREE** references, preferably for PUBLICLY OWNED projects of similar size and scope. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. Use additional sheet for more references.

1 _____ Name of Project	_____ Contract Dates
_____ Name of Contact Person	_____ Title of Contact Person
_____ Phone Number	_____ Scope of Work
_____	_____
_____	_____

2 _____ Name of Project	_____ Contract Dates
_____ Name of Contact Person	_____ Title of Contact Person
_____ Phone Number	_____ Scope of Work
_____	_____
_____	_____

3 _____ Name of Project	_____ Contract Dates
_____ Name of Contact Person	_____ Title of Contact Person
_____ Phone Number	_____ Scope of Work
_____	_____
_____	_____

REFERENCES, Cont.
Optional but helpful if first three cannot be reached

4			
Name of Project		Contract Dates	
Name of Contact Person		Title of Contact Person	
Phone Number		Scope of Work	

5			
Name of Project		Contract Dates	
Name of Contact Person		Title of Contact Person	
Phone Number		Scope of Work	

SAMPLE CONTRACT – A CONTRACT SUBSTANTIALLY IN ACCORD WITH THIS CONTRACT WILL BE SIGNED BETWEEN THE FRTA AND THE AWARDED CONTRACTOR

AGREEMENT

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and Twenty Four, between _____,
with a usual place of business at _____,
hereinafter called the CONTRACTOR, and the TOWN OF SUNDERLAND acting by its
SELECTBOARD with a usual place of business at 12 SCHOOL STREET, SUNDERLAND,
MA 01375, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **JWO Transit Center Hydronic System Cleaning and Glycol Replacement** in strict accordance with the Contract Documents and all related Drawings and Specifications. The Contract Documents (Section 11, herein), Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of

_____.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before October 9, 2026.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects like the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other people performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by people other than the Contractor. Approval or review of any documents plans specifications or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance with Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall

provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Foreperson: The Contractor shall employ a competent Foreperson and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The Foreperson shall represent the Contractor and all communications given to the Foreperson shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be confirmed on written requests in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.
- G. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- H. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to

any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor shall be liable to the Owner for the cost thereof.

- I. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement. The Contractor shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the

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

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Owner with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents found at <https://www.frta.org/about/procurements/>

8. Payments to the Contractor

The owner shall have thirty (30) days to make payment for any invoices issued by the Contractor. Invoices shall be mailed or emailed to the Facility Manager, Brett@frta.org.

A. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.

- (4) Power and consumable supplies for the operation of power equipment.
- (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Terms Required By Law

11.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

11.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

11.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

11.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

12. Indemnification

a. The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorneys' fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

13. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGELIMITS OF LIABILITY

Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

The Town of Sunderland shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days' prior written notice to the Owner of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the

Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

- C. Force Majeure: The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserve the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his designee, at reasonable times and upon reasonable notice to examine the books, records, and other complete data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195.

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided

in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of Franklin, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render

this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. Compensation provided by any additional approved work or change orders is subject to the continued availability of funds.

N. The Contractor by its signature certifies that it has a drug free workplace and policy.

AGREED:

**FRANKLIN REGIONAL TRANSIT AUTHORITY
12 OLIVE STREET
GREENFIELD, MA 01301**

(Owner)

By its Administrator

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned 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.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor 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.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or
Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Sunderland 12 School Street, Sunderland, MA 01375, hereinafter called "Owner", in the 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 and successors, 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 _____, 20____, for the construction described as follows:

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 to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to make payment to subcontractors and suppliers; (2) make payments to all subcontractors and suppliers; or (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in reimbursing the subcontractors and suppliers. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated to the limit of the amounts of this Bond for all payments to subcontractors and suppliers.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way 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 Construction Contract or to the work or to 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 ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

_____ (Address-Zip Code)		

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

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Owner in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Owner has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____

EXHIBIT 1

PREVAILING WAGE SCHEDULE

Found at: <https://www.frtta.org/about/procurements/>