

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS***



***PROJECT MANUAL:***

**Unidirectional Flushing Plan Implementation**

***INVITATION FOR BID #24-81***

**Bid Opening Date: July 25, 2024, at 10:00 a.m.**

**July 2024**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
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UNIDIRECTIONAL FLUSHING PLAN IMPLEMENTATION**

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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID # 24-81**

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors to

**UNIDIRECTIONAL FLUSHING PLAN IMPLEMENTATION**

**Bids will be received until: 10:00 a.m., Thursday, July 25, 2024**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for receipt of bids. Following the deadline, all bids received within the time specified will be publicly opened and read aloud.

Contract documents will be available on line at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup in the Purchasing Office after 10:00 a.m., **July 11, 2024**. There will be no charge for contract documents. Bid surety is not required for this bid.

**This contract is for completing a portion of the City Water Department Unidirectional Flushing Plan, which includes unidirectional flushing of approximately 74 miles of water main within 6 flushing zones. The work is shown in Unidirectional Flushing Plan documents prepared by Tata & Howard, Inc.**

Bids will be evaluated and awarded to the lowest responsive and responsible bidder for the Total Contract Price based on the Unit Prices in the Item Worksheet at p. 18 below. Bidders must provide a Unit Price and Total Cost for each item. Bids that are received without Unit Prices for all line items may be considered non-responsive.

**All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.**

**Contract Term shall extend for 12 months from day of contract execution.** The City shall have the option, at its sole discretion, to extend the Contract Term for two (2) additional one (1) year terms on the same terms and conditions as the initial term. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding. The dollar value of the contract may only be increased in accordance with M.G.L. c. 30B, §13 and only by an amount not more than twenty five percent (25%) of the contract total.

All bids are subject to the provisions of M.G.L. Chapter 30B.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City may reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

Note that Massachusetts law imposes certain documentation requirements for public contracts, including but not limited to, contractor DCAMM certification, bid, performance and payment bonds, and non-collusion and tax certifications. A contract is not effective until it is signed by the City Mayor, and the Mayor will not sign until all documentation requirements have been met. Once an award is made, a contract must be executed promptly so the City can start scheduled work. The City cannot pay for work done without a contract. If a vendor unduly delays submitting all required paperwork, the City will be under no obligation to pay a vendor promptly even after a contract is effective, it could bar the vendor from future bids as not responsible and may require the City to obtain services from another vendor or contractor.

If any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a prominent initial "N".

Nicholas Read  
*Purchasing Department*  
July 11, 2024

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, July 19, 2024 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #24-81**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at:  
<https://www.newtonma.gov/government/purchasing>

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #24-81," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#24-81**
  - \* NAME OF PROJECT: **UNIDIRECTIONAL FLUSHING PLAN IMPLEMENTATION**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one (1) **original** and one (1) **copy**.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any).
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for the items set forth in the Item Worksheet for Project Manual #24-81 at p. 18 below. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest price for all items as shown in the Total Contract Price on the Bid Form. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify 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; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which it is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #24-81**

- A. The undersigned proposes to furnish and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**UNIDIRECTIONAL FLUSHING PLAN IMPLEMENTATION**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

- D. The Total Contract Price is:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).  
*(The figure inserted above shall be the Total Contract Price as computed on the Item Worksheet at p. 18 below.)*

Signature of Officer of the corporation submitting bid:

\_\_\_\_\_  
(Please Print Officer's Name)

**COMPANY:** \_\_\_\_\_

- E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Tax Compliance, 1 page
- Certification of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page



- Business Category Information Form, 1 page
- Item Worksheet, 1 page

**F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/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 and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the 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 section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_ (Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title of Signatory)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
 (Telephone) (FAX)

\_\_\_\_\_ (E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_ YES \_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_ YES \_\_\_ NO **WBE**? \_\_\_ YES \_\_\_ NO or **MWBE**? \_\_\_ YES \_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_ YES \_\_\_ NO IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and 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 or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

## **CERTIFICATION OF TAX COMPLIANCE\*\***

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
Signature of Individual (Mandatory)      \*\*\* Contractor's Social Security Number  
or Federal Identification Number

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Officer Name: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**CERTIFICATE OF FOREIGN CORPORATION**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

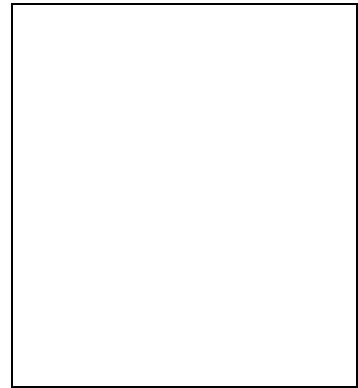
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**  
Nicholas Read ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #24-81

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the Federal Executive Order below. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## Business Category Information Form\*

IFB No. 24-81

### Unidirectional Flushing Plan Implementation

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

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

**CITY OF NEWTON**  
**Unidirectional Flushing Plan Implementation**

**ITEM WORKSHEET**  
**FOR PROJECT MANUAL #24-81**

Each line item shall contain both a unit and total price. The Total Contract Price (total of all line items) shall be submitted in paragraph "D" of the BID FORM. Any bidder not completing paragraph "D" of the BID FORM may be considered non-responsive. Bidders must bid on ALL line items. Items are described in detail in the Specifications For Unidirectional Flushing Plan Implementation starting at p. 28 below.

The Item Worksheets are based on estimated quantities, which are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit prices shall be those set forth in the Bidder's Item Worksheets.

ITEM DESCRIPTION & BID PRICE	Est. Qty.	Unit Price	Total Cost
<p><b>ITEM: 1 – Daytime Flushing</b></p> <p>THE SUM OF:            _____ DOLLARS            AND _____ CENTS</p> <p>(\$ _____) PER <b>DAY</b></p>	<b>60</b>	<b>DAY</b>	\$ _____
<p><b>ITEM: 2 – Nighttime Flushing</b></p> <p>THE SUM OF:            _____ DOLLARS            AND _____ CENTS</p> <p>(\$ _____) PER <b>DAY</b></p>	<b>5</b>	<b>DAY</b>	\$ _____
<p><b>ITEM: 3 – Allowance for Payment of Uniformed Police Officers</b></p> <p>THE SUM OF:  <u>TEN THOUSAND DOLLARS</u>            AND ZERO _____ CENTS</p> <p>( \$10,000.00 ) PER <b>ALLOWANCE</b></p>	<b>1</b>	<b>ALL.</b>	<b><u>\$10,000.00</u></b>

**TOTAL CONTRACT PRICE (Sum of Bid Items 1 – 3) \$ \_\_\_\_\_**

*(Bidder must place the Total Contract Price in paragraph "D" of the Bid Form)*

**END OF SECTION**

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-XXXX

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_ the year Two Thousand and Twenty-Four by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

### UNIDIRECTIONAL FLUSHING PLAN IMPLEMENTATION

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid **#24-81** issued by the Purchasing Department;
- c. The Project Manual for **Unidirectional Flushing Plan Implementation** including Specifications and General Terms and Conditions.
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Purchase orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of this contract **shall extend for 12 months from day of contract execution.** The City shall have the option, at its sole discretion, to extend the Contract Term for two (2) additional one (1) year terms on the same terms and conditions as the initial term. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. The dollar value of the contract may not be increased by an amount more than twenty-five percent (25%) of the contract total.

- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Shipping Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Purchase Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
  - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. COMPLIANCE WITH CITY ORDINANCES**
- A. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of the City bearing on performance hereunder.
  - B. If the Contractor performs work that it knows or reasonably should know is contrary to City laws, statutes, ordinances, building codes, and rules and regulations without giving prior notice to the City, it shall assume full responsibility for such work and shall be responsible for all costs attributable thereto.
  - C. Seasonal use of leaf blowers or related equipment must comply with the City's Noise Ordinance, which provides that gas blowers are only permissible from Labor Day to Memorial Day and must not exceed 65 decibels, and that from Memorial Day to Labor Day only battery powered blowers will be allowed.
  - D. This section shall be superseded to extent of any specific Ordinance requirements set forth in the IFB scope of services, conditions or specifications.
- XXI. INSURANCE REQUIREMENTS.**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence  
\$1,000,000 aggregate  
Property Damage \$500,000 each occurrence  
\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person  
\$1,000,000 aggregate  
Property Damage \$300,000 each occurrence  
\$500,000 aggregate

**XXII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

*Affix Corporate Seal Here*

Date \_\_\_\_\_

Certified that City funds are available  
in the following account number  
60A40106-530203

Approved as to Legal Form and Character

I further certify that the Mayor, or her  
designee, is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_  
*Associate City Solicitor*

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CONTRACT APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_  
*Mayor or her designee*

Date \_\_\_\_\_

**CERTIFICATE OF AUTHORITY - CORPORATE**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cahsier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased;

and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the

City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD  
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

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DIVISION 1 GENERAL REQUIREMENTS

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract generally consists of implementing the City's Unidirectional Flushing Plan for approximately 20 percent of the City's water distribution system. The project area includes unidirectional flushing of approximately 74 miles of water main within six flushing zones (see Appendix A). The work is shown in Unidirectional Flushing (UDF) Plan documents prepared by Tata & Howard, Inc. in 2019 and 2020 and updated in 2024. Zone maps for the project flushing areas are included in Appendix A. A sample set of flushing sequence maps and data collection form are included in Appendix B. The flushing and sequencing maps for the flushing areas will be provided to the awarded Contractor.

Work is scheduled to begin immediately upon execution of a contract with the City of Newton.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1 GENERAL

1.01 DESCRIPTION

The stated allowances for the price adjustments as specified in Section 01025 Measurement and Payment:

Price Adjustment: Uniformed Police Officers: Ten Thousand Dollars (\$10,000.00)

1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 01025 - Measurement And Payment

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The purpose of this Section is to define the method of measurement and payment for each of the unit prices or lump sums listed in the Bid Form. If no bid item appears in the Bid Form for any of the following described items, no work of that description is anticipated on the project.
  - 1. The Contractor shall thoroughly review the work required for each payment item.
  - 2. The Contractor shall have included in his various bid items an amount to cover costs for additional work which may be necessary to assist with the unidirectional flushing plan execution.

##### 1.02 RELATED WORK

- A. Documents affecting the work of this Section include General Conditions and all Divisions of these Specifications.

##### 1.03 ADDITIONAL EXPENSES

- A. All costs for mileage and expenses associated with the work shall be included in the flushing assistance bid items.
- B. Quantity of days provided in the Bid Form is an estimate. If the flushing program exceeds the number of allotted days, additional days will be charged according to the unit price bid costs provided.

##### 1.04 UNIFORMED POLICE OFFICERS

- A. Measurement and payment for traffic persons shall be at hourly rate for the Police Department of the Owner as billed directly to the Contractor. The allowance in the bid is approximate.
- B. The Police Department will bill the Contractor directly, and the Owner shall reimburse the Contractor under Bid Item No. 3 for Allowance for Payment of Uniformed Police Officers provided on the job site. The billing shall include a weekly statement outlining the days worked, hours worked, location of the work and rate for all officers providing service during that billing period. The Police Chief must sign all bills.
- C. Traffic persons ordered by the Contractor for his convenience or unforeseen problems which are not part of the original project, shall be paid at his own expense.
- D. The Contractor is responsible for contacting the Police Department in regards to scheduling requirements.
- E. Uniformed Police Officers required for purposes other than public safety and/or control of traffic shall not be eligible for reimbursement of payment. No payment will be made for overtime traffic persons unless emergency conditions exist. If the Contractor elects to work more than eight (8) hours in one day, or more than forty (40) hours in one week, he shall assume all such costs and will not be reimbursed under any bid item. However, if the Owner approves emergency overtime, the Owner shall pay the Police Department directly for services rendered.

##### 1.05 MEASUREMENT OF QUANTITIES

- A. The quantities of the various items of work performed shall be determined, for purposes of progress and final payment, by the Contractor and reviewed by the Engineer.

1.05 PAYMENT

ITEM NO

DESCRIPTION

1	Flushing Assistance – Daytime Work
2	Flushing Assistance – Nighttime Work
3	Uniformed Police Officers

Item No. 1 Flushing Assistance – Daytime Work

Payment shall be made at the unit price bid per day under Bid Item No. 1 in the Bid Form. The price bid shall be full compensation for all costs associated with unidirectionally flushing approximately 74 miles of water main in six zones during daytime hours as described in the Unidirectional Flushing Plan prepared by Tata & Howard in 2019 and 2020 and updated in 2024. Work includes, but is not limited to, locating and exercising valves and hydrants prior to flushing (as needed), completion of flushing operations including operating hydrants and valves, traffic control, notifying Owner of any broken or damaged hydrants or gate valves, post flushing cleanup (as needed), cost for utility vehicles, safety equipment, flushing equipment, hydrant wrenches, gate valve wrenches, daily summaries as outlined in Specification Section 01100 Special Project Procedures, and any other equipment needed to complete implementation of the flushing plan, all as required by the Contract Documents. Costs for mileage and expenses shall be included in this bid item.

Item No. 2 Flushing Assistance – Nighttime Work

Payment shall be made at the unit price bid per day under Bid Item No. 2 in the Bid Form. The price bid shall be full compensation for all costs associated with unidirectionally flushing between the hours of 8 PM and 5 AM including but not limited to completion of flushing operations including operating hydrants and valves, traffic control, notifying Owner of any broken or damaged hydrants or gate valves, post flushing cleanup (as needed), cost for utility vehicles, safety equipment, flushing equipment, hydrant wrenches, gate valve wrenches, daily summaries as outlined in Specification Section 01100 Special Project Procedures, and any other equipment needed to complete implementation of the flushing plan, all as required by the Contract Documents. Costs for mileage and expenses shall be included in this bid item.

Item No. 3 Uniformed Police Officers

Payment shall be made from the stated allowance noted under Bid Item No. 3 in the Bid Form. Payment shall be full compensation for all costs associated with providing uniformed police officers for public safety as required by the Contract Documents. Contractor shall be reimbursed the actual cost of police details based upon paid invoices submitted in advance, without mark-up.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION



SECTION 01027

APPLICATION FOR PAYMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Comply with procedures described in this Section when applying for progress payment and final payment under this Contract.

1.02 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these specifications.
- B. Progress payments are described in the General Conditions.
- C. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions.

1.03 SUBMITTALS

- A. Informal Submittal: Unless otherwise directed by the Engineer:
  - 1. Make an informal submittal of Request for Payment by filling in, with erasable pencil, pertinent portions of AIA Document G702 "Application and Certificate for Payment" or EJCDC Document C-620 "Contractor's Application for Payment," plus continuation sheet or sheets.
  - 2. Make this preliminary submittal to the Engineer at the end of each month.
  - 3. Revise the informal submittal of Request for Payment as agreed, between both parties, initialing all copies.
- B. Formal Submittal: Unless otherwise directed by the Engineer:
  - 1. Make a formal submittal of Request for Payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702 "Application and Certificate for Payment" or EJCDC Document C-620 "Contractor's Application for Payment," plus continuation sheet or sheets.
  - 2. Sign and notarize the five (5) original Applications for Payment.
  - 3. Submit the originals of the Applications for Payment plus five (5) identical copies of the continuation sheet or sheets to the Engineer.
  - 4. The Engineer shall compare the formal submittal with the approved informal submittal and when approved, shall sign the Applications for Payment and forward them along with the continuation sheet or sheets to the Owner. Once executed by the appropriate officials, the Owner will distribute:
    - a. Two copies to Contractor
    - b. Two copies to Owner
    - c. One copy to Engineer.

PART 2 PRODUCTS (Not Applicable)  
PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work of this section consists of special project procedures during construction including:
  - 1. General Requirements of Contractor and Sequence of Work to be Performed
  - 2. Contractor Qualifications
  - 3. Contractor's Emergency Service
  - 4. Owner's Responsibilities
  - 5. Nighttime Flushing
  - 6. Preconstruction Conference
  - 7. Uniformed Officers for Traffic Control

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS OF CONTRACTOR AND SEQUENCE OF WORK TO BE PERFORMED

- A. Contractor shall follow industry standards and utilities best management practices shall be followed at all times for the duration of the work.
- B. Contractor shall coordinate all work with the City of Newton Department of Public Works.
- C. Contractor shall provide all equipment and personal needed to complete the flushing plan implementation for the duration of the work.
- D. Contractor shall locate and confirm accessibility of hydrants and valves to be utilized for flushing, as needed. Contractor shall be provided a tablet by the Owner with remote access to the City's Asset Management software to provide more detailed information on the location of hydrants and valves identified in the flushing sequences.
- E. Contractor shall operate valves and hydrants, as needed, to complete the work in accordance with the Unidirectional Flushing Plan. Engineer will have a representative onsite during flushing to facilitate interpretation of the Plan documents.
- F. Contractor shall be responsible for traffic management while operating hydrants and valves.
  - 1. Contractor shall provide barricades, barrier fences, traffic signs, and other traffic control devices as required by the Owner, or as directed by the Engineer, to protect the work area from traffic pedestrians, and animals.
  - 2. Contractor shall relocate barricades, signs, and other devices as necessary as the work progresses as directed by the Owner or the Engineer.
- G. Contractor shall coordinate with Engineer's representative on site should issues with gate valves and hydrants arise during flushing operations requiring adjustments to the unidirectional flushing plan sequencing.
- H. A daily summary log shall be kept by the Contractor for all discharge points with information including the following:
  - 1. Location
  - 2. Date and time of discharge
  - 3. Flow rate
  - 4. Flushing time

5. Volume of water
  6. Sample information
  7. List of inoperable valves and hydrants
  8. Discrepancies with mapping/locations of hydrants and valves
  9. Areas of lower than expected flow rates
  10. Areas of low pressure and dirty water areas
- I. A list of valves found in the closed position shall be kept by the Contractor during flushing activities.
  - J. Contractor shall keep track of valves closed during implementation and make certain valves are opened at the end of the day/night.
  - K. Contractor shall provide the Owner with a final report containing the information listed in 3.01 G., H., and I. above along with an unaccounted for water summary.
  - L. Post Flushing – Any errors found with the Unidirectional Flushing Plan shall be recorded by the Contractor and provided to the Owner at the conclusion of flushing.
  - M. Zones to be flushed include Zones 4, 5, 6, 7, 8, and 26. Information on the zones is in the following table:

Zone	Number of Sequences	Valves closed	Valves opened
4	79	82	82
5	81	93	93
6	72	54	54
7	33	18	18
8	79	74	74
26	62	55	55

The zones are not intended to be completed in a single day. The flushing program is designed to allow flow to all areas of the distribution system during the flushing process. Provided that flow is not significantly restricted, a configuration of closed valves may be left in place until flushing resumes the following day. In general, any valves 12-inch or larger should not be left closed between flushing periods, if any additional valves should not be left closed, a note is provided in the field notes.

- N. Contractor shall provide Owner a schedule each week on planned flushing activities.
- O. Contractor shall take temperature, turbidity, and chlorine residual readings at selected locations during the flushing program. Locations will be determined prior to the start of flushing. Contractor is to provide all necessary testing equipment to facilitate temperature, turbidity, and chlorine readings. Assume that readings will be taken at up to 30 locations.
- P. The general sequence of work for each flushing zone will be as follows:
  1. Flushing Preparation – All gate valves and hydrants in the flushing zone will be located and exercised by the Contractor to confirm isolation can be achieved prior to start of flushing. Any repairs, maintenance, and replacement of gate valves, valve boxes, and hydrants will be completed by the Owner and are not a part of this Contract. Contractor shall be provided a tablet by the Owner with remote access to the City’s Asset Management software to provide more detailed information on the location of hydrants and valves identified in the flushing sequences. It is anticipated that the flushing preparation activities will take place during daytime hours.
  2. Identify stormwater and drainage that can be used to manage discharge of flushed water to avoid localized flooding.
  3. Flushing Operations – Unidirectional flushing will be performed by the Contractor, in accordance with the Unidirectional Flushing plans, report, and sequences prepared by Tata & Howard, dated 2019 and 2020 and updated in 2024, which will be provided to the awarded Contractor. Flushing zones will be followed sequentially as outlined in the

Unidirectional Flushing Plan. Zone 26 will be prioritized to be completed first followed by 4A,4,5,6,7, and 8. Flushing zone maps are provided in Appendix A for reference.

4. Site Cleanup – After each flushing zone is completed, debris shall be removed and disposed of and site restoration completed, as needed. Site restoration includes, but is not limited to, restoration of any lawn areas disturbed by flushing.
- Q. The number of days included in Bid Items Nos. 1 and 2 in the Bid Form is estimated. If the flushing program exceeds the number of allotted days included in the Bid Items, additional days will be billed by the Contractor in accordance with the applicable unit price(s) provided by the Contractor in the Bid Form.

### 3.02 CONTRACTOR QUALIFICATIONS

- A. The Contractor must meet qualifications as follows:
1. Past experience with flushing programs and system operation, including oversight of the flushing programs, opening and closing of valves, and operation of hydrants.
  2. Must provide a utility truck on site at all times during performance of flushing for the duration of the work.
  3. Must be capable of physical work including operation of valves and hydrants.
  4. Must be capable of identifying issues with valves and hydrants.
  5. The work of the Contract includes implementation of the flushing program; however, Contractor shall have experience with hydrant repairs, hydrant maintenance, valve replacements, and similar work, although these repair and maintenance services are not a part of this Contract.
- B. Each Bidder must provide four (4) project references for work completed of similar character to the work included in the Contract Documents including flushing program assistance and system maintenance. Include resumes of proposed staff on site.

### 3.03 CONTRACTOR'S EMERGENCY SERVICE

- A. Any Contractor whose place of business is located beyond the vicinity of the site of work and who does not maintain local headquarters 24 hours a day must make satisfactory arrangements with the Owner to assist the Owner with service emergencies or complaints which may occur at night, over the weekend, or when the job is shut down.

### 3.04 OWNER'S RESPONSIBILITIES

- A. All repairs, maintenance, and replacement of gate valves, valve boxes, hydrants discovered during or resulting from pre-flushing preparations or operations during unidirectional flushing activities will be completed by the Owner.
- B. Owner shall provide a tablet to the Contractor by with remote access to the City's Asset Management software to provide more detailed information on the location of hydrants and valves identified in the flushing sequences.
- C. Owner shall notify the Newton Police Department and Fire Department of flushing activities, which may limit available fire flow in flushing areas due to closed valves and pressure fluctuation during flushing could result in alarms from building fire protection systems.

### 3.05 NIGHTTIME FLUSHING

- A. Most flushing activities shall take place during the day. Nighttime flushing, where required, will take place between the hours of 8:00 PM and 5:00 AM. Areas to be completed at night will be discussed at the Pre-construction conference, and shall include, but is not limited to, Industrial Place off of Needham Street in Zone 5.
- B. During the flushing operations, the Owner reserves the right to add additional streets to nighttime flushing operations to be paid at the unit price for nighttime work.

3.06 PRECONSTRUCTION CONFERENCE

- A. Contractor shall attend a preconstruction conference with the Owner and Engineer at the Newton Department of Public Works Office prior to the start of the Contractor's unidirectional flushing plan field assistance work.

3.07 UNIFORMED OFFICERS FOR TRAFFIC CONTROL

- A. The Contractor shall coordinate with the Engineer and Newton Police Department to determine the number of Officers deemed necessary to provide for public safety and to maintain a smooth flow of traffic through the work area(s) affected.
- B. Police details may also be needed at other locations as well to be determined by Engineer and/or the Newton Police Department.
- C. Contractor shall pay for officer(s) at the prevailing rate established by the local police department. The Owner will reimburse the contractor for police invoices using the Allowance under Bid Item No. 3.
- D. Uniformed Officers
  1. Contractor shall provide the Newton Police Department with a minimum of 24 hours' notice indicating the time of day, street location and confirm the number of officers required for traffic control.
  2. Contractor shall provide the Newton Police Department a minimum of 2 hours cancellation notice should the Contractor determine that due to weather or conditions beyond his control he would not need the scheduled officers.
  3. Contractor shall pay for officer(s) at the prevailing rate established by the local police department should officers not be needed and the Contractor fails to cancel the officers as noted in 3.07.D.2 above.

END OF SECTION