

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Electrical Work**

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
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7. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Sub-Bid is submitted to:

All General Bidders Except those Excluded

- 1.2 The undersigned Sub-Bidder proposes and agrees, if this Sub-Bid is accepted, to enter into a Subcontract with the General Bidder selected as Contractor to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Sub-Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Sub-Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. The Sub-Bid will remain subject to acceptance for 30 days after the General Bid opening, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Sub-Bid, Sub-Bidder represents, that:
- A. Sub-Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Sub-Bidder has considered the information known to Sub-Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder; and (3) Sub-Bidder's safety precautions and programs.
- F. Sub-Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Sub-Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Sub-Bid constitutes an incontrovertible representation by Sub-Bidder that Sub-Bidder has complied with every requirement of this Article, and that without exception the Sub-Bid and all prices in the Sub-Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Sub-Bidder hereby certifies that Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Sub-Bidder will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149, Section 44F.

- 4.2 Sub-Bidder further certifies under penalties of perjury that this Sub-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.
- 4.3 Sub-Bidder certifies that, under penalty of perjury, Sub-Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL 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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.4 Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.
- 4.5 Sub-Bidder hereby certifies Sub-Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract Documents.
- 4.6 Sub-Bidder certifies that this Sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.7 Sub-Bidder certifies that Sub-Bidder has not directly or indirectly induced or solicited any other Sub-Bidder to submit a false or sham Sub-Bid.
- 4.8 Sub-Bidder certifies that Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.9 Sub-Bidder certifies that Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Section No. _____ of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price (base bid) is:
_____ dollars
(words)
(\$ _____)
(figures)

5.4 This Sub-Bid
[] may be used by any general bidder except:

[] may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.5 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.9 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
- 4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. DCAMM Certificate of Eligibility
 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Roofing and Flashing**

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- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
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 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
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ARTICLE 5 - BASIS OF BID

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(words)
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(figures)

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(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

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5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
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(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
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- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
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ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
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 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Painting**

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 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Section No. _____ of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price (base bid) is:
_____ dollars
(words)
(\$ _____)
(figures)

5.4 This Sub-Bid

may be used by any general bidder except:

may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.5 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.9 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
- 4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. DCAMM Certificate of Eligibility
 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Miscellaneous and Ornamental Iron**

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Attachments to This Bid
7. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Sub-Bid is submitted to:

All General Bidders Except those Excluded

- 1.2 The undersigned Sub-Bidder proposes and agrees, if this Sub-Bid is accepted, to enter into a Subcontract with the General Bidder selected as Contractor to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Sub-Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Sub-Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. The Sub-Bid will remain subject to acceptance for 30 days after the General Bid opening, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Sub-Bid, Sub-Bidder represents, that:
- A. Sub-Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Sub-Bidder has considered the information known to Sub-Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder; and (3) Sub-Bidder's safety precautions and programs.
- F. Sub-Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Sub-Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Sub-Bid constitutes an incontrovertible representation by Sub-Bidder that Sub-Bidder has complied with every requirement of this Article, and that without exception the Sub-Bid and all prices in the Sub-Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Sub-Bidder hereby certifies that Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Sub-Bidder will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149, Section 44F.

- 4.2 Sub-Bidder further certifies under penalties of perjury that this Sub-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.
- 4.3 Sub-Bidder certifies that, under penalty of perjury, Sub-Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL 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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.4 Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.
- 4.5 Sub-Bidder hereby certifies Sub-Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract Documents.
- 4.6 Sub-Bidder certifies that this Sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.7 Sub-Bidder certifies that Sub-Bidder has not directly or indirectly induced or solicited any other Sub-Bidder to submit a false or sham Sub-Bid.
- 4.8 Sub-Bidder certifies that Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.9 Sub-Bidder certifies that Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Section No. _____ of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price (base bid) is:

_____ dollars

(words)

(\$ _____)

(figures)

5.4 This Sub-Bid

may be used by any general bidder except:

may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.5 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.9 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
- 4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. DCAMM Certificate of Eligibility
 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Masonry Work**

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Attachments to This Bid
7. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Sub-Bid is submitted to:

All General Bidders Except those Excluded

- 1.2 The undersigned Sub-Bidder proposes and agrees, if this Sub-Bid is accepted, to enter into a Subcontract with the General Bidder selected as Contractor to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Sub-Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Sub-Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. The Sub-Bid will remain subject to acceptance for 30 days after the General Bid opening, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Sub-Bid, Sub-Bidder represents, that:
- A. Sub-Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Sub-Bidder has considered the information known to Sub-Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder; and (3) Sub-Bidder's safety precautions and programs.
- F. Sub-Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Sub-Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Sub-Bid constitutes an incontrovertible representation by Sub-Bidder that Sub-Bidder has complied with every requirement of this Article, and that without exception the Sub-Bid and all prices in the Sub-Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Sub-Bidder hereby certifies that Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Sub-Bidder will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149, Section 44F.

- 4.2 Sub-Bidder further certifies under penalties of perjury that this Sub-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.
- 4.3 Sub-Bidder certifies that, under penalty of perjury, Sub-Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL 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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.4 Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.
- 4.5 Sub-Bidder hereby certifies Sub-Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract Documents.
- 4.6 Sub-Bidder certifies that this Sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.7 Sub-Bidder certifies that Sub-Bidder has not directly or indirectly induced or solicited any other Sub-Bidder to submit a false or sham Sub-Bid.
- 4.8 Sub-Bidder certifies that Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.9 Sub-Bidder certifies that Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Sections 04110 and 04720 of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price is:

_____ dollars

(words)

(\$ _____)

(figures)

5.4 The subdivision of the proposed Contract Price (base bid) is as follows:

Item 1 – Read-West Pump and Storage Project: The work of the Masonry Work Sub-contractor, being all Work other than that covered by Items 2A, 2B and 2C.

_____ dollars

(Bid in words)

(\$ _____)

(figures)

Item 2: Unit Price Bid as follows:

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
2A	Rebuild face brick, per square foot, the price of: _____	x 1,480 SF =	\$ _____
	(\$ _____)		
2B	Repoint face brick, per square foot, the price of: _____	x 1,550 SF =	\$ _____
	(\$ _____)		
2C	Repair cracked masonry at building interior, per linear foot, the price of: _____	x 100 LF =	\$ _____
	(\$ _____)		
		Total of Item 2:	\$ _____

5.5 This Sub-Bid

[] may be used by any general bidder except:

[] may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.6 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.7 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of

subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

- 5.8 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.9 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.10 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.11 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

1. Have been in business under present business name _____ years.
2. Ever failed to complete any work awarded? _____
3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

Building	Architect/ Engineer	General Contractor	Amount of Contract
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____
4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:

- A. Bid deposit in the amount of _____ dollars (\$ _____), consisting of a bid bond in the amount of five percent of the total amount of Bid
- B. Evidence of authority to sign
- C. DCAMM Certificate of Eligibility
- D. DCAMM Update Statement
- E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name] _____
(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____
(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: HVAC

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3. Bidder's Representations
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5. Basis of Bid
6. Attachments to This Bid
7. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Sub-Bid is submitted to:

All General Bidders Except those Excluded

- 1.2 The undersigned Sub-Bidder proposes and agrees, if this Sub-Bid is accepted, to enter into a Subcontract with the General Bidder selected as Contractor to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Sub-Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Sub-Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. The Sub-Bid will remain subject to acceptance for 30 days after the General Bid opening, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Sub-Bid, Sub-Bidder represents, that:
- A. Sub-Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Sub-Bidder has considered the information known to Sub-Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder; and (3) Sub-Bidder's safety precautions and programs.
- F. Sub-Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Sub-Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Sub-Bid constitutes an incontrovertible representation by Sub-Bidder that Sub-Bidder has complied with every requirement of this Article, and that without exception the Sub-Bid and all prices in the Sub-Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Sub-Bidder hereby certifies that Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Sub-Bidder will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149, Section 44F.

- 4.2 Sub-Bidder further certifies under penalties of perjury that this Sub-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.
- 4.3 Sub-Bidder certifies that, under penalty of perjury, Sub-Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL 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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.4 Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.
- 4.5 Sub-Bidder hereby certifies Sub-Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract Documents.
- 4.6 Sub-Bidder certifies that this Sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.7 Sub-Bidder certifies that Sub-Bidder has not directly or indirectly induced or solicited any other Sub-Bidder to submit a false or sham Sub-Bid.
- 4.8 Sub-Bidder certifies that Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.9 Sub-Bidder certifies that Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Section No. _____ of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price (base bid) is:
_____ dollars
(words)
(\$ _____)
(figures)

5.4 This Sub-Bid

may be used by any general bidder except:

may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.5 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.9 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
- 4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. DCAMM Certificate of Eligibility
 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

FORM FOR SUB-BID

PROJECT IDENTIFICATION:

Read-West Pump and Storage Project, IFB No. 17-30

Lowell Regional Wastewater Utility

CWSRF-4108

Sub-Trade: **Glass and Glazing**

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Attachments to This Bid
7. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Sub-Bid is submitted to:

All General Bidders Except those Excluded

- 1.2 The undersigned Sub-Bidder proposes and agrees, if this Sub-Bid is accepted, to enter into a Subcontract with the General Bidder selected as Contractor to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Sub-Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Sub-Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. The Sub-Bid will remain subject to acceptance for 30 days after the General Bid opening, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Sub-Bid, Sub-Bidder represents, that:
- A. Sub-Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.

- B. Sub-Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Sub-Bidder has considered the information known to Sub-Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder; and (3) Sub-Bidder's safety precautions and programs.
- F. Sub-Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Sub-Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Sub-Bid constitutes an incontrovertible representation by Sub-Bidder that Sub-Bidder has complied with every requirement of this Article, and that without exception the Sub-Bid and all prices in the Sub-Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Sub-Bidder hereby certifies that Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and

Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Sub-Bidder will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149, Section 44F.

- 4.2 Sub-Bidder further certifies under penalties of perjury that this Sub-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.
- 4.3 Sub-Bidder certifies that, under penalty of perjury, Sub-Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL 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; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.4 Pursuant to M.G.L.c.62C, s49A I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.
- 4.5 Sub-Bidder hereby certifies Sub-Bidder will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract Documents.
- 4.6 Sub-Bidder certifies that this Sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.7 Sub-Bidder certifies that Sub-Bidder has not directly or indirectly induced or solicited any other Sub-Bidder to submit a false or sham Sub-Bid.
- 4.8 Sub-Bidder certifies that Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.9 Sub-Bidder certifies that Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Sub-Bidder proposes to furnish all labor and materials required for completing, in accordance with the Bidding Documents, all the Work specified in Section No. _____ of the Specifications and in any Drawings or specification sections specified in such section, prepared by Tighe & Bond, Inc. for construction of the Read-West Pump and Storage Project.

5.2 This sub-Bid includes addenda numbered _____.

5.3 The proposed Contract Price (base bid) is:
_____ dollars
(words)
(\$ _____)
(figures)

5.4 This Sub-Bid

may be used by any general bidder except:

may only be used by the following general bidders:

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer 5.4 if no General Bidders are excluded.)

5.5 Sub-Bidder agrees that, if this Sub-Bid is selected, Sub-Bidder will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the General Contractor, execute with such General Bidder a subcontract in accordance with the terms of this Sub-Bid.

5.6 If this Sub-Bid is selected, and, if requested in the General Bid by the successful General Bidder, Sub-Bidder agrees to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth, in the full sum of the Subcontract price. Performance and payment bonds shall be furnished at the time of subcontract execution. General Bidder will pay the premiums for performance and payment bonds.

5.7 The names of all persons, firms and corporations furnishing to the undersigned Sub-Bidder labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned Sub-Bidder if customarily furnished by persons on Sub-Bidder's own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned Sub-Bidder)

- 5.8 Sub-Bidder agrees that the above list of bids to the Sub-Bidder represents bona fide bids based on the Bidding Documents and that, if the Sub-Bidder is awarded the subcontract, they will be used for the work indicated at the amounts stated, if satisfactory to Owner.
- 5.9 Sub-Bidder further agrees to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward Owner.
- 5.10 Sub-Bidder offers the following information as evidence of Sub-Bidder's qualifications to perform the work as bid upon according to all the requirements of the Contract Documents:

- 1. Have been in business under present business name _____ years.
- 2. Ever failed to complete any work awarded? _____
- 3. List one or more recent contracts with names of the general contractor and architect or engineer on which you served as a subcontractor for work of similar character as required for the above-named building.

	Building	Architect/ Engineer	General Contractor	Amount of Contract
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
- 4. Bank reference _____

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.1 The following documents are attached to and made a condition of this Sub-Bid:
 - A. Bid deposit in the amount of _____ dollars (\$_____), consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. DCAMM Certificate of Eligibility
 - D. DCAMM Update Statement
 - E. City of Lowell Non-Collusion Affidavit

ARTICLE 7 - BID SUBMITTAL

SUB-BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Sub-Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Sub-Bidder's License No.: _____

(where applicable)

NON-COLLUSION AFFIDAVIT OF FILED SUB- BIDDER

State of _____)

ss

County of _____)

_____ being duly sworn,
deposes and says that:

(1) He is (owner, partner, office representative or agent) of _____
_____ the Bidder that has submitted the
attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of
all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or
person to submit a collusive or sham bid in connection with the Contract for which the
attached bid has been submitted, or to refrain from bidding in connection with such contract,
or has in any manner directly or indirectly, sought by agreement or collusion or
communication or conference with any other Bidder, firm or person to fix the price or prices
in the attached bid, or of any other Bidder; or to fix any overhead, profit or cost element of
the bid price, or the bid price of any other Bidder; or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the CITY OF
LOWELL or any person interested in the proposed Contract: Read-West Pumping and
Storage Project.

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

(Signed)

(Title)

Subscribed and sworn to before me on
this _____ day of _____, 20__ (Title)

Title

My commission expires _____