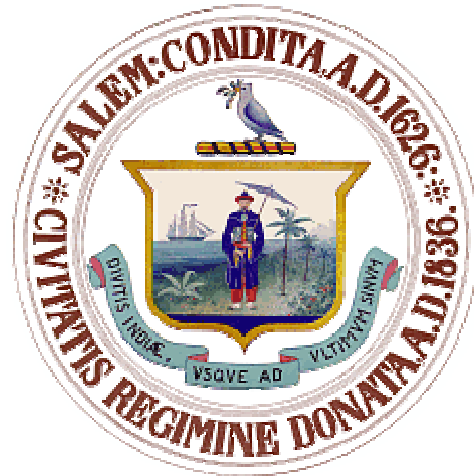


CITY OF SALEM, MASSACHUSETTS



Request for Bids BID #K-41

RENOVATION OF PUBLIC RESTROOMS AT OLD TOWN HALL

Bid Opening: May 4, 2009 at 10:00 AM

A pre-bid conference will be held on April 22, 2009 at 10:00am at City Hall Annex,
120 Washington Street, 3rd Floor

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**LEGAL NOTICE
CITY OF SALEM
BID # K-21**

Sealed Bids will be received at the Office of the City Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970, on or before **10:00 A.M., May 4, 2009** at which time and place they will be publicly opened and read for the following:

RENOVATION OF PUBLIC RESTROOMS AT OLD TOWN HALL

The **Bid** award is made by the Purchasing Agent and is subject to **Mayoral** approval. The City of Salem reserves the right to reject any and all bids or to waive any informalities in the Bid process, if deemed in the City's best interest.

A pre-bid conference will be held on **April 22, 2009 at 10 am** at 120 Washington Street 3rd floor, Salem. Contact Natalie Lovett, Department of Planning and Community Development, for directions at (978) 619-5685.

Bid Documents containing Specifications, Requirements, and Conditions will be/are available to view after **10:00 AM, April 16, 2009**, at the Office of the City Purchasing Agent, 120 Washington Street 3rd Floor, Salem, MA and may be viewed and printed from www.comm-pass.com, search solicitations K-21, or www.salem.com within the Purchasing Department, under Bids and RFP's, K-21.

Office Hours:

Mon., Tues., Wed., 8:00AM - 4:00PM

Thurs. 8:00AM - 7:00PM

Fri. 8:00AM - 12:00PM (noon)

Albert C. Hill, Jr.
Purchasing Agent

Friday, April 10, 2009

Monday, April 13, 2009

REQUEST FOR CONSTRUCTION BID

The City of Salem seeks construction bidders for the “Renovation of Public Restrooms at Old Town Hall,” 32 Derby Square. Old Town Hall is a historic building, listed on the National Register of Historic Places. It is currently being used as a cultural and civic performance and event center. This work will restore the usability, including ADA compliance, of two basement restrooms in Old Town Hall during public and private events. Both restrooms are currently closed to the public. The men's room is in need of repairs but is operable, while the women's room is not currently in working condition. The renovation work will include: creating an accessible stall in the Women's room, creating accessibility clearance room, cleaning and buffing marble wall panels and toilet partitions, patching holes in marble wall panels, replacing waste fixtures, and improving the appearance of existing window sashes as viewed from the toilet rooms.

Each contractor shall fully acquaint him/herself with the site conditions as they exist and shall also thoroughly examine the Contract and Quote Documents. Failure of any contractor to acquaint him/herself with these documents shall in no way relieve successful contractor from any obligation with respect to his/her quote.

Sealed bids will be received **on or before 10:00 A.M., May 4, 2009** at the Purchasing Department, City Hall Annex, 120 Washington Street, 3rd Floor, Salem, MA 01970. Faxed submissions will not be accepted.

A pre-bid conference will be held on **April 22, 2009 at 10:00 AM** at Salem City Hall Annex, 120 Washington Street, 3rd Floor, Salem. Contact Natalie Lovett, Department of Planning and Community Development, for information at (978) 619-5685.

Prior to the contract execution, the successful contractor will be required to furnish:

1. Labor and Materials Payment Bond, being 100 % of the amount of the Contract Price, issued by a company Licensed by the Division of Insurance of the Commonwealth of Massachusetts and in accordance with the requirements of the contract documents.
2. Certificates of Insurance in the amounts required by the contract documents.

The Awarding Authority reserves the right to waive any informalities and to reject any or all quotes if it be in the public interest to do so.

Requirements and Instructions

1. Formal Cover Sheet and Bid Form

All information must be typewritten or printed in ink, including the price(s) that the successful contractor proposes in the space(s) provided on the official Cover Sheet and Bid Form. These forms must be signed by the contractor.

2. Other Required Forms

All contractors must sign and submit with their price quote the **Attestation Clause** regarding Massachusetts State tax returns and **Certificate of Non-Collusion**.

3. Bid Deposit

Bids will be valid only when accompanied by a bid deposit in the amount of 5% of the total bid, payable to the "City of Salem". The Bid Deposit shall not be enclosed in the sealed envelope containing the Bid, but shall be contained in a separate envelope attached to the bid

4. Payment Bond

If the Quote Total is greater than \$2,000, at the time of contract award the successful contractor shall present to the City of Salem a 100% Payment Bond issued by a company licensed by the Massachusetts Division of Insurance.

5. Bidder Qualifications

The bid will be awarded to the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work (applicable to M.G.L. c. 30, section 39M). Bidders are directed to complete to the Bidder Qualifications Form to provide information regarding the contractor's satisfaction of these requirements.

6. Insurance

- a. General - The Successful contractor shall before commencing performance of the Contract shall be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Successful contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Successful contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this Contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Successful contractor. Proof of such

insurance shall be delivered to the Purchasing Agent within Five (5) days from the date of the Notice of Award.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen- (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Successful contractor.

- b. Successful contractor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Successful contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Successful contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.
- c. Workman's Compensation Insurance - The Successful contractor shall carry Workman's Compensation Insurance as prescribed under Massachusetts Law.
- d. Automobile Liability Insurance - The Successful contractor shall carry comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Successful contractor while performing work under this Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.
- e. All insurance coverage shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the Contract documents.

7. Prices

These shall encompass everything necessary to furnish and deliver all items, materials, supplies or services as specified. Prices quoted must include delivery FOB to the City of Salem. The City of Salem is exempt from sales tax.

8. Unit Price

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall govern.

9. Explanation, Exceptions

Other information pertinent to the specifications may be made in the form of a letter included in the same envelope with the price quote.

10. Corrections

Proposals that are submitted containing crossouts, whiteouts, or erasures **will be rejected**. All corrections or modifications to an original proposal are to be submitted in a separate envelope, properly marked, **prior to the submission deadline**. All documents will be incorporated into the contract documents.

11. Withdrawal of Quote

A quote may be withdrawn by written request prior to the schedule submission deadline.

12. Evaluation

Price quotes will be evaluated on price and references.

13. Examination

By submitting a price quote, the contractor warrants that he/she has thoroughly examined the specifications and is fully acquainted with all conditions and restrictions pertaining to the quote items. No claims for any extra work or extension of time will be allowed for failure to observe this requirement.

14. Payroll and Payment

In accordance with Massachusetts General Law c.149, s.27B, every Contractor and Subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. The City reserves the right to hold payment of any monies outstanding under this contract until the Contractor or subcontractor complies with the requirements of this law. **The work is subject to MA Prevailing Wage Rates.**

15. Minority Procurement Goals

Under Massachusetts Executive Order 237, it is the policy of the Commonwealth to promote to the fullest participation of all citizens in resources provided by municipal government. Therefore, the City of Salem invites the participation of minority and women owned businesses in any and all parts of the contract.

16. Non-Discrimination In Employment

A contract for work under this proposal shall obligate the Contractors or Sub-Contractors not to discriminate in employment practices.

Successful contractors must, if requested, submit compliance reports concerning their employment practices and policies in order to maintain their ability to receive an award of Contract. Successful contractors must, if requested, submit a list of all Sub-Contractors who

will perform work on this Contract together with a "Certification of Successful contractor Regarding Equal Employment Opportunity" signed by the Contractor and/or his/her Sub-Contractors as requested.

17. Rejection

THE CITY OF SALEM RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR WHICH IN THE OPINION OF THE AWARDING AUTHORITY SERVES THE BEST INTEREST OF THE CITY OF SALEM.

General Terms and Conditions for:

Renovation of Public Restrooms at Old Town Hall, 32 Derby Square.

1. A contract will be awarded pursuant to the rules set forth in Chapter 149, of Massachusetts General Laws, and subject to approval of the Mayor of the City of Salem, Massachusetts.
2. **Payment** - Payment shall be made for Goods and Services received and accepted Thirty (30) days after receipt of a reasonably detailed invoice.
3. The contract will be awarded within 30 days of the date of the quote opening to the responsive, responsible and qualified successful contractor with the lowest Quote Total.
4. The specifications, terms, conditions, and detailed requirements will become part of any contract that results from this quote request.
5. **Performance Period** - The contract will run from the date of the contract award until June .
6. **Indemnity** - The contractor agrees by submitting a quote to indemnify, save harmless, and defend the City from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the contractor's employees, or its agents or servants, in the performance of this Contract.
7. **Specification Interpretations** - Decisions of the Awarding Authority on interpretation of specifications, approval of equipment, material or any other approval, or progress of the work, shall be made promptly and no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, architect or engineer shall within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.
8. **Subcontractors** - The successful contractor shall not hire any subcontractor without the written City's approval. The contractor shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Salem.

The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

9. **Federal & State Laws** - The contractor's attention is directed to the fact that all applicable Federal and State Laws and applicable Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
10. **Statement of Work** - Except as otherwise specifically stated in the contract documents the successful contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. And provide and pay for all materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his/her performance of the Contract within the specified time, and required for this project. The successful contractor must provide all materials and equipment free of any lien, claim or encumbrance.
11. **Contractors Records** - Contractors shall retain their records for at least six (6) years after final payment. These records may be subject to inspection by authorized representatives of the state or City of Salem during the entire six (6) year period.
12. **Termination of Contract** - If the successful contractor is adjudged bankrupt, or if he/she makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he/she fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the City, by written notice to the successful contractor, may terminate the successful contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Successful contractor and his/her sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work and they shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the successful contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
13. **Prevailing Wage Rates** - Attached copies of Prevailing Wage Rates must be reviewed and complied with. Certified Weekly Payroll documents shall be sent to the Department of Planning and Community Development, 120 Washington Street, 3rd floor, Salem, MA 01970. They shall be sent three (3) business days after the close of the previous workweek.
14. Hiring preferences shall be given to Veterans and Residence of Massachusetts.

CHECKLIST

SUBMISSION REQUIREMENTS

This page is to be completed by the City of Salem and is also supplied to assist bidders in fulfilling the Bid Submission Requirements:

- YES NO FORMAL BID COVER SHEET
- YES NO COMPLETE GENERAL BID FORM
- YES NO CERTIFICATE OF NON-COLLUSION & ATTESTATION STATEMENT FORM
- YES NO COMPLETE GENERAL BIDDER QUALIFICATIONS FORM
- YES NO CERTIFICATION OF BIDDER REGARDING SEGREGATED FACILITIES
- YES NO STATEMENT OF CORPORATE AUTHORITY FORM
- YES NO PROOF OF OSHA CERTIFICATION

If all "yes" continue; if one "no" may be cause for rejection.

- YES NO 5% BID DEPOSIT

The bid deposit must be sealed in a separate envelope from the bid and attached to the bid-containing envelope.

If all "yes" continue; if "no" may be cause for rejection.

- YES NO MEETS ALL MINIMUM EVALUATION CRITERIA

If "yes", continue; if "no" then may be cause for rejection.

FORMAL BID COVER SHEET

NAME OF CONTRACTOR: _____

ADDRESS: _____

_____ **ZIP CODE** _____

TO: Albert Hill
Salem Purchasing Department
Salem City Hall Annex, 120 Washington Street, 3rd Floor
Salem, MA 01970

1. The Undersigned submits this quote for providing contracted services necessary to meet the specifications contained herein for **Renovation of Public Restrooms at Old Town Hall** and declares that it is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal, and agrees to furnish the in strict accordance with the specifications which consist of this quote form and all attached documents and instructions.
2. The Awarding Authority for the City of Salem reserves the right to reject any or all quotes, or any part of any quote, and/or to waive any minor informalities which in the opinion of the Awarding Authority is in the best interest of the City of Salem.
3. Successful contractor has checked quote carefully and will be held to his/her proposal.

SIGNATURE OF CONTRACTOR: _____

TITLE OF CONTRACTOR: _____

TELEPHONE NUMBER: () _____

Please check one of the following:

() Corporation, incorporated under the State of _____

() Partnership, names of partners are: _____

() Individual - name and address of Owner: _____

GENERAL PRICE QUOTE FORM

To the Awarding Authority:

1. The Undersigned proposes to furnish all labor and materials required for the Renovation of Public Restrooms at Old Town Hall in accordance with the Contract Documents prepared for the Contract Price specified below, subject to additions and deductions according to the terms of the contract.
2. The undersigned acknowledges receipt of addenda numbered _____.
(If none, write "NONE")
3. **The Proposed Contract Price is:** (insert words and numbers. In cases of conflict between words and numbers, the words shall control)

\$ _____ dollars

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Signature: _____

Print Name: _____

Date: _____

In conjunction with the words and figures submitted above for the requisite quote items, and as an integral part of said quote submission, the Undersigned certifies that:

The only persons or parties interested in his/her quote as principals are as stated; that the quote is made without any collusion with other persons, firms, or corporations; that he/she has carefully examined all the Contract Documents and has informed him/herself fully in regards to all conditions pertaining to the work and based on this information, the Undersigned makes this quote. These prices shall cover all expenses incurred in performing the work required under the Contract Documents of which this Quote Form is a part.

All quotes shall remain open for thirty (30) days after the submission deadline, not including Saturdays, Sundays, and legal holidays.

If a notice of award and at least four (4) unsigned copies of the Contract (and all other applicable Contract Documents) is delivered to the Undersigned within thirty (30) days, not including Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, he/she shall execute and return all copies of the Contract (and all other applicable Contract Documents) to the City. The premiums for all bonds required shall be paid by the Contractor and shall be included in the contract price.

The Undersigned hereby agrees that the contract term shall be not more than 45 days following the effective date of the Contract, unless an extension is provided, and to fully complete the work in accordance with the Contract as stipulated. The undersigned further agrees to pay the City, in addition to any other penalties stated herein, as liquidated damages, Seven Hundred Fifty Dollars (\$750.00) per calendar day that the Contractor fails to commence and/or diligently prosecute the work in accordance with the Contract Documents and/or is in violation of the terms of the contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The above prices shall include all labor, materials, overhead, profit, insurance, and incidentals required to complete the Work.

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.

The Undersigned further certifies under the penalties of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Furthermore, pursuant to M.G.L., Chapter 62C, Section 49A, 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 the law.

The undersigned under penalties of perjury certifies that this quote is in all respects true, accurate, bonafide, fair, and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture partnership, corporation, or other business or legal entity.

Signed this ____ day _____, 2008.

Social Security Number or Authorized Official's Signature
Federal Identification Number

Company or Corporation Printed name

GENERAL BIDDER QUALIFICATIONS FORM

The undersigned certifies the following:

There is enclosed herewith a properly executed bid bond, cash, or a certified check or cashier's check, made payable without condition, to the order of the City in the amount required, and a duly executed consent of surety from an approved surety company agreeing to furnish the required performance and payment bonds upon the award of the contract.

The cash, check, or bid bond is as stipulated in the Instructions to Bidders and it is understood and agreed that such bid security is subject to the terms and conditions of the Contract Documents. The bid bond is executed by a surety licensed to conduct business in the Commonwealth of Massachusetts having a local agent as follows:

THE CITY MAY DISQUALIFY ANY BIDDER WHO DOES NOT SUPPLY SATISFACTORY RESPONSES TO THE FOLLOWING:

How many years has the bidder been in business as a General Contractor under the name in which its representatives propose to execute this Contract?

The undersigned offers the following information relative to experience to demonstrate its ability to perform the work and comply with the terms and conditions of this Contract:

EXPERIENCE: Bidder has performed the following similar work: (give location, date, type of work, size or cost, and reference to name and address of client and engineer).

Location Date Type of Work Size/Cost

1.

Reference: _____

Was the bidder the general contractor or subcontractor? _____

2.

Reference: _____

Was the bidder the general contractor or subcontractor? _____

3.

Reference: _____

Was the bidder the general contractor or the subcontractor? _____

4.

Reference: _____

Was the bidder the general contractor or the subcontractor?

Has the Contractor ever failed to complete any work awarded to it? If so, state when, where, and why:

State any additional related business experience:

The bidder may be requested to amplify the foregoing statements as necessary to satisfy the City that the bidder is able to perform the work in accordance with the Contract Documents.

Bidders are encouraged to supply complete information in direct response to the preceding questions. Any attachments should be keyed by number to the question to which they respond. The City will appreciate bidders' efforts to supply succinct responses to avoid redundant material. Pre-printed brochures or other promotional materials should be avoided entirely in favor of specifically targeted, straightforward, factually detailed responses.

Signed this ____ day _____, 2009.

Social Security Number or Signature of Individual or
Federal Identification Number Corporate Name

By:
Partner or Corporate Officer
(seal if applicable)

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 without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: _____

Name of Company or Corporation

Authorized Official's Signature

ATTESTATION STATEMENT

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

State tax paid to _____ using Federal ID or Social Security

Number _____.

Dated:

Company of Corporation

Authorized Official's Signature

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
held on _____ at which time all voted that
_____ be and hereby is authorized to execute contracts and
bonds in the name and behalf of said Company, and affix its Corporate seal thereto, and such
execution of any contract of obligation in this Company's name on its behalf by such person
_____ under seal of the Company, shall be valid and binding
upon this Company.

A TRUE COPY,
ATTEST: _____

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of _____ and that
_____ is duly elected _____
of said Company, and that the above vote has not been amended or rescinded and remains in full
force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

CONTRACT NO. .

Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects

GENERAL CONTRACTOR'S OSHA CERTIFICATION

_____ (Name of General Bidder) hereby certifies that it,
and all its subcontractors who are not filed subbidders shall:

certify 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 a 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.

Signed under the penalties of perjury. _____ (date)

Signature of authorized representative of contractor

Print name of authorized representative of contractor

CERTIFICATION OF NON SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their

services at any location, under his control, where segregated facilities are maintained. The bidder

certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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

Signature: _____

Date: _____, 20 _____

By: _____

Title

Company Address