TOWN OF HOLLISTON
SEWER COMMISION

703 Washington Street
Holliston, MA 01746

508-429-0608
October 7, 2026

SOLICITATION OF QUOTES

HOLLISTON WASTEWATER TREATMENT PLANT IMPROVEMENTS - PHASE 1D

YARD PIPING NETWORK

The Town of Holliston is seeking written quotes from qualified contractors to dig and install approximately 1200 LF of PVC piping to three wastewater effluent tanks and treatment units surrounding an existing Wastewater Treatment Facility (WWTP) located at 100 Linden Street.

Contractors are invited to submit written quotes anytime prior to 10:00 AM on October 30, 2026 at the Town Manager's Office, Town Hall at 703 Washington Street, Holliston, MA 01746 or via email to keastj@holliston.k12.ma.us

Information regarding this document or questions related to the Scope of Services can be addressed in writing to James Keast at keastj@holliston.k12.ma.us. Information is also available on The Town of Holliston website:
https://www.townofholliston.us/town-links/pages/procurement-legal-notices

The Town of Holliston reserves the right to accept or reject any or all quotes and to award the project in a manner which is deemed to be in the interests of the Town of Holliston.

Date Issued: 10/07/2026
Post to Town's Web Page: 10/07/2026
Post Town Hall: 10/07/2026
Written Quote Submission and Response Date: 10/30/2026 by 10AM

GENERAL REQUIREMENTS:

1. INTENT

The Town of Holliston is seeking written quotes from qualified contractors to dig and install approximately 1200 LF of PVC piping to three wastewater effluent tanks and treatment units surrounding an existing Wastewater Treatment Facility (WWTP) located at 100 Linden Street.

Detailed Plans, Specifications and Quote Form are available on the Town of Holliston Website https://www.townofholliston.us/town-links/pages/procurement-legal-notices or via email at keastj@holliston.k12.ma.us

2. CONTRACT TERMS AND CONDITIONS

The successful Bidder must enter into the Town's Standard Form Agreement, attached hereto.

3. QUESTIONS REGARDING PROJECT

3.1 Any prospective contractor requesting an interpretation of existing specifications of terms and conditions must do so in writing by 12 PM October 23, 2026, addressed to James Keast at: keastj@holliston.k12.ma.us

3.2 The Submitter should be familiar with all of the requirements before submitting their quote in order to prevent misunderstanding. Submitters shall promptly raise the issue of any ambiguity, inconsistency, or error which they may discover in the Documents, specifications, at the work site, or any other conditions which may apply. No allowance will be made for any claim where the underlying quote was based on incomplete information.

4. TAXES

Purchases made by the Town are exempt from the payment of all Federal and State taxes. If requested, the Town will provide the successful submitter with a copy of the Certificate of Exemption.

5. CONTRACT AWARD

The Town reserves the right to waive all minor informalities and reject any and all quotes as determined to be in the best interests of the Town.

The Town of Holliston will review all quotes and will award a contract to the lowest responsive and responsible submitter. The lowest responsive and responsible submitter shall be awarded a contract for the specified items based upon the total amount provided in their quote. Upon selection, the Town will mail or email the contract to be executed by the submitter, who will return the required number of original copies with the required insurance information. Unless otherwise noted by the Town, the terms and conditions of the contract are not negotiable.

6. PREVAILING WAGE

Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates issued for each project shall be paid for the entire project.

a. Payroll records must be kept by the successful bidder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled “Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll record must be submitted to the Office of the Town Administrator for each week work is performed for the Town under this contract.

7. OSHA CERTIFICATION

Successful bidder must comply with Chapter 306 of the Acts of 2004 § 1. (3) and 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 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 **SECTION 2** (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

8. REFERENCES Submitter must provide a minimum of three (3) references for whom they have completed contracts for work similar in size and scope to this project within the last five (5) years. For each reference, provide customer’s name, contact person, address, telephone number, and a brief description of the services provided.

9. INSURANCE Comprehensive commercial general liability insurance with limits of at least $1 Million per occurrence and $3 Million annual aggregate for property damage and $1 Million per person and $3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least $500,000 per person, and $1 Million per accident.

Quotes must include the following forms completed and signed:

Certificate of Good Faith and Non-Collusion;
Certification Regarding Labor Harmony and OSHA Training;
Certificate of Tax Compliance
Itemized Bid Price Form

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

_____

Print Name

_____

Title/Authority

CERTIFICATE OF NON-COLLUSION
"HOLLISTON WWTP YARD PIPING"
HOLLISTON, MA

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.

_____

Name of Business

_____

Signature of Individual Corporate Name

_____

Signature of individual submitting bid or proposal

_____

Social Security Number or Federal Identification Number

CERTIFICATION REGARDING LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 ("OSHA") that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

Name and Title of person authorized to sign Bid

_____

Signature

_____

Name of Business (please Print or Type)

_____

Date: _____

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory
_____, whose
name of contractor
principal place of business is at _____,
_____does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature Date

_____
Name

_____
Federal Tax ID # or Social Security #

SAMPLE - TOWN OF HOLLISTON

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Holliston, 703 Washington Street, Holliston, MA 01746 (the "Town"), and

_____
["Contractor"]

_____
[Contact Name for Responsible Person]

_____

_____

_____
[Address of the Contractor]

_____ _____
[Telephone Number] [FAX Number]

_____

[email address]

1. This is a Contract for the procurement of the following:
The Town of Holliston is seeking to remove and replace the existing worn sidewalk on both sides of Washington Street adjacent to the downtown area. Total sidewalk length on Washington Street, both eastbound and westbound, is 2,866 linear feet. Sidewalks are to be 5 feet wide. 2,480 linear feet of VA4" granite curbing is to be installed along the street side of the sidewalk. Three existing crosswalks crossing Washington Street at Quincy Place, Austin Place and School Street will need two concrete ADA ramps with detectable warning panels per crosswalk (6 ramps in total) installed. An existing grass strip between the sidewalk and the street from Quincy Place to 917 Washington St (westbound side) is to be removed and paved to the full width of the sidewalk.

2. The Contract price to be paid to the Contractor by the Town is:
TBD

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed $_____as more fully set forth in the Contractor Documents.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Goods are delivered to the Town and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the goods are delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

4.3 Goods: Goods, Supplies, or Materials.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Termination and Default:

7.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

7.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

7.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v)

discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contact, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

8. The Contractor's Breach and the Town's Remedies:
Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Holliston shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting form said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

9. Statutory Compliance:
9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

9.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

10. Conflict of Interest:
Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

11. Certification of Tax Compliance
This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Non-Discrimination/Affirmative Action
The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

13. Assignment:
The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

14. Condition of Enforceability Against the Town:
This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Select Board; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

15. Corporate Contractor:
If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity

and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Holliston unless and until the Contractor complies with this section.

16. Liability of Public Officials:
To the full extent permitted by law, no official, employee, agent or representative of the Town of Holliston shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification:
The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

18. Insurance
18.1 Workers Compensation Insurance:
The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.2 Other Insurance Requirements
Comprehensive commercial general liability insurance with limits of at least $1 Million per occurrence and $3 Million annual aggregate for property damage and $1 Million per person and $3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least $500,000 per person, and $1 Million per accident.

All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

19. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

20. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

21. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

22. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

23. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

24. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

25. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

26. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior

agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

27. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

28. Quality of Work

The awarded contractor shall perform work in a good, workmanlike manner. The awarded contractor hereby guarantees that the entire work constructed under this Agreement fully meets all requirements thereof as to quality of workmanship and materials. The awarded contractor hereby agrees to make, at their own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to them that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The awarded contractor also agrees to hold The Town of Holliston harmless from claims of any kind arising from damage due to said defects. The awarded contractor shall make all repairs and replacements promptly upon receipt of written orders for same from The Town of Holliston. If the awarded contractor fails to make the repairs and replacements promptly, The Town of Holliston may do the work and the awarded contractor shall be liable to The Town of Holliston for the cost thereof.

29. Warranty

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

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Holliston by:

_____

Town Manager Date

_____

Print Name

_____

Department Head Date

_____

Print Name

_____

Procurement Officer Date

The Contractor by:

_____

Signature Date

_____

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

_____

Town Accountant Date